



CITY OF BRYAN
The Good Life, Texas Style.™

July 23, 2015

Baker & Taylor, Inc.
2550 West Tyvola Road, Suite 300
Charlotte, NC 28217

RE: 2nd Extension of Contract No. 12-041, Entitled "Annual Price Agreement for Library Books and Related Materials for the Bryan+College Station Public Library System"

Attn: Pricing Services

Please be advised that the above referenced contract will expire as of September 30, 2015 and it is our intent to extend said contract for one (1) additional period of one (1) year, beginning the day following the expiration date of said contract.

If your company is willing and able to extend the contract under the same prices, terms, conditions and provisions as those contained in the original bid/contract, please complete the following information and return this original to me within ten (10) days from the date of this notification.

I, Lee Ann Queen, Director, Pricing Services
Name Title

Baker + Taylor
Company Name

agree to extend said contract with the City of Bryan, under the same prices, terms, conditions and provisions as those contained in the original contract, for a period of one (1) year beginning on or about October 1, 2015 and terminating on September 30, 2016, subject to the City of Bryan City Council approval.

Signed By: Lee Ann Queen Date: 8-3-15

(You may return by US Mail or email schmelar@bryantx.gov)

Susan Chmelar
Susan Chmelar, Buyer
City of Bryan - Purchasing Department

**CONTRACT FOR "Annual Price Agreement for Library Books & Related Materials for the
Bryan+College Station Public Library System"
RFB #12-041**

This Contract, dated Sept. 28, 2012, is between the **City of Bryan**, a Texas home-rule municipal corporation, (the City) and **Baker & Taylor** (the Service Provider), whereby the Service Provider agrees to provide the City with certain services as described herein and the City agrees to pay the Service Provider for those services.

1. Scope of Services

In consideration of the compensation stated in **Paragraph 2**, the Service Provider agrees to provide the City with the services as described in Exhibit A, RFB #12-041, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

**"Annual Price Agreement for Library Books and Related Materials for the Bryan+College
Station Public Library System"**

2. Payment

In consideration of the Service Providers provision of the services in compliance with all terms and conditions of this Contract, the City shall pay the Service Provider according to the terms set forth in Exhibit B, Bid Forms, Sections I & III. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all services provided under this Contract may not exceed **\$139,700.00 (One Hundred Thirty Nine Thousand Seven Hundred Dollars and No Cents)**.

3. Time of Performance

A. All work and services provided under this Contract must be completed according to the Scope of Services described in Exhibit A, RFB #12-041.

B. **Time is of the essence of this Contract.** The Service Provider shall be prepared to provide the services in the most expedient and efficient manner possible in order to complete the work by the times specified and described in Exhibit A, RFB #12-041.

4. Warranty, Indemnification & Release

A. As an experienced and qualified Service Provider, the Service Provider agrees that the services provided by the Service Provider reflect the professional and industry standards, procedures, and performances. The Service Provider agrees the selection and supervision of personnel, and the performance of services under this Contract, will be pursuant to the standard of performance in the profession. The Service Provider agrees that the Service Provider will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Service Provider, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy, competency and quality of the services provided, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid services provided by the Service Provider, its employees, associates, agents, or subcontractors.

B. The Service Provider shall promptly correct any defective work furnished by the Service Provider at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the services hereunder itself shall in no way alter the Service Providers obligations or the City's rights hereunder.

C. In all activities or services performed hereunder, the Service Provider is an independent contractor and not an agent or employee of the City. The Service Provider and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Service Provider shall be responsible for the services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Service Provider shall supply all materials, equipment, and labor required for the services to be provided under this Contract. The Service Provider shall have ultimate control over the execution of the services. The Service Provider shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Service Provider or any of the Service Providers subcontractors.

D. The Service Provider must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Service Provider, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. Responsibility for damage claims (indemnification): Service Provider shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the Service Provider's negligent performance of the work, or by or on account of any claims or amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and his sureties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. Service Provider shall defend, indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by Service Provider's negligence.

F. **Release.** The Service Provider releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Service Provider or its employees and any loss of or damage to any property of the Service Provider or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Service Provider's negligent performance of the work. Both the City and the Service Provider expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

5. Termination

A. The City may terminate this Contract at any time upon **thirty (30)-calendar** days written notice. Upon the Service Provider's receipt of such notice, the Service Provider shall cease work immediately. The Service Provider shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the Service Provider fails to fulfill its obligations under this Contract, or if the Service Provider violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Service Provider **five (5)** calendar days written notice. The Service Provider will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Contract shall be construed to relieve the Service Provider of liability to the City for damages sustained by the City because of any breach of contract by the Service Provider. The City may withhold payments to the Service Provider for the purpose of setoff until the exact amount of damages due the City from the Service Provider is determined and paid.

6. Miscellaneous Terms

A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of Bryan
Attn: Larry Koeniger
P.O. Box 1000
Bryan, Texas 77805

JAK
The Service Provider: Baker & Taylor, Inc.
Attn: Lee Ann Queen
~~P.O. Box 277930~~ *2550 West Tyvola Rd.*
~~Atlanta, Georgia 30384-7930~~ *Ste. 300*
Charlotte, NC 28217

C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. This Contract represents the entire and integrated agreement between the City and the Service provider and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

E. This Contract and all rights and obligations contained herein may not be assigned by the Service Provider without the prior written approval of the City.

F. The Service Provider, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Service Provider must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

G. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.



EXHIBIT A

CITY OF BRYAN
The Good Life, Texas Style.

CITY OF BRYAN, TEXAS
PURCHASING DEPARTMENT
1309 E. MLK Street
Bryan, TX 77803
(979) 209-5500 fax: (979) 209-5507

REQUEST FOR BID

NO. 12-041

**“Annual Price Agreement for Library Books & Related
Materials for the Bryan+College Station Public Library System”**

POST DATE: July 13, 2012

**ELECTRONIC or SEALED BIDS TO BE SUBMITTED
BEFORE:
2:00p.m. CST, Tuesday, July 31, 2012**

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Bryan, including affiliations and business and financial relationships such persons may have with City of Bryan officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the new law are available at: http://www.bryantx.gov/departments/index.html?name=texas_cities . If you are unable to obtain such information online, please contact the City of Bryan Purchasing Department, 1309 E. MLK St., Bryan, Texas 77803 or call (979)209-5500.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF BRYAN, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

Vendor Name: _____

Baker & Taylor, Inc.



PURCHASING DEPARTMENT

July 23, 2012

ADDENDUM NO. 1

Addendum to City of Bryan Request Bid #12-041
"Annual Price Agreement for Library Books & Related Materials for the Bryan+College Station Public Library System"

Please be advised of the following changes to the Request for Bid as referenced above:

Delete: Tuesday, July 31, 2012 (in all places mentioned throughout the document)

Insert: Tuesday, August 7, 2012 (in all places mentioned throughout the document)

Page 12 - SPECIFICATIONS

Delete:

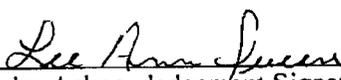
SCOPE OF BID: It is the intent of this bid to establish prices and/or discount amounts from vendors for the City of Bryan+College Station Public Library System for library materials, including: books, spoken word audio tape cassettes, spoken word audio compact discs, digital video discs, videocassettes, the processing of these materials and to enter into an annual contract with one or more vendors to supply said products.

Insert:

SCOPE OF BID: It is the intent of this bid to establish prices and/or discount amounts from vendors for the City of Bryan+College Station Public Library System for library materials, including: books, highly technical/special work, publisher's bindings, ebooks, spoken word audio compact discs, digital video discs, Blu-ray, web records, theft detection, the processing of these materials and to enter into an annual contract with one or more vendors to supply said products.

END OF ADDENDUM

This addendum shall be signed and included with your response package as acknowledgement of the addendum. Failure to acknowledge and submit any addenda may be cause for the bid to be rejected. The City's decision to accept or reject a bid due to a failure to acknowledge and submit addenda shall be final.



Vendor Acknowledgement Signature

Lee Ann Queen
Director, Pricing Services



Susan Chmelar, Buyer



PURCHASING DEPARTMENT

July 26, 2012

ADDENDUM NO. 2

Addendum to City of Bryan Request Bid #12-041
"Annual Price Agreement for Library Books & Related Materials for the Bryan+College Station Public
Library System"

Please be advised of the following changes to the Request for Bid as referenced above:

Delete: On Page 13

3.0 Quantity: The City of Bryan estimates an annual expense of \$150,000 for library materials of which approximately 75% will be for general trade adult/juvenile books, 5% for technical and special works, 20% for, compact discs, ebooks, and DVD's and blu-rays for adults and juveniles. Quantities and estimates are included in this bid for informational purposes only and it is in no way a commitment by the City to purchase any given quantities or dollar amount during the term of the agreement or any extensions thereafter.

Insert:

3.0 Quantity: The City of Bryan estimates an annual expense of \$150,000 for library materials of which approximately 75% will be for general trade adult/juvenile books, 5% for technical and special works, 20% for, compact discs, DVD's and blu-rays for adults and juveniles. Quantities and estimates are included in this bid for informational purposes only and it is in no way a commitment by the City to purchase any given quantities or dollar amount during the term of the agreement or any extensions thereafter.

Delete: On Page 16

Remove all of : SECTION I: BOOKS & AUDIO/VISUAL MATERIALS

Insert: (See Page 2)

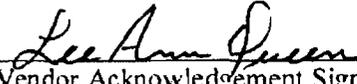
Please see Attachment A for a complete discount outline, and Attachment B for category definitions.

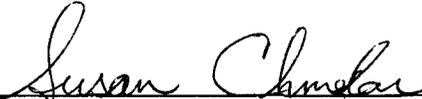
SECTION I: BOOKS & AUDIO/VISUAL MATERIALS

Item	Description	List Price Less Discount of %
a.	General Trade Books – Adult <i>(Including fiction/non-fiction which carry the full trade discount.)</i> (Category I, Attachment B)	46.0%
b.	General Trade Books – Juvenile <i>(Including fiction/non-fiction which carry the full trade discount.)</i> (Category II, Attachment B)	46.0%
c.	Highly Technical/Special Works (Categories IX, X, XI Attachment B) <i>(Normally classified as "short discount" items.)</i>	10.0% *
d.	Publisher's Library Bindings (Category VII, Attachment B)	22.0%
e.	Mass Market Paperbacks – Adult <i>(Including fiction/non-fiction)</i> (Category V, Attachment B)	35.0%
f.	Mass Market Paperbacks – Juvenile <i>(Including fiction/non-fiction)</i> (Category V, Attachment B)	35.0%
g.	Audio Compact Discs <i>((Spoken word – unabridged)</i> (Category XII, Attachment B)	46.0%**
h.	Digital Video Discs <i>(DVD format – feature length films)</i>	28.7%
i.	Blu-ray	28.7%
j.	Continuation Services Program <i>(Standing orders.)</i>	Please see Attachment A-1.
k.	Flat Rate Discount <i>(To apply to all purchases in Items a. – j. Purchaser may elect to purchase with discounts quoted for items a. – k. or elect to accept the flat rate charge.)</i>	38.0% * Applies to items a-g only.

END OF ADDENDUM

This addendum shall be signed and included with your response package as acknowledgement of the addendum. Failure to acknowledge and submit any addenda may be cause for the bid to be rejected. The City's decision to accept or reject a bid due to a failure to acknowledge and submit addenda shall be final.


 Vendor Acknowledgement Signature
 Lee Ann Queen, Director - Pricing Services


 Susan Chmelar, Buyer

* Titles which receive minimal publisher discount will be invoiced at publisher's list price. Titles where B&T 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. These titles are part of an optional services program; these titles may be blocked from order upon request.

Purchasing Department
 1309 E. Martin Luther King St. • Bryan, TX 77803
 (979) 209-5500 • Fax: (979) 209-5507

Page 2 of 2

** Discount will apply to popular, widely distributed spoken word audio editions. Please note, not all spoken word audio editions meet this criteria; please see Attachment A, Categories I, II, VII, VIII, IX, X and XI for details.

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INTRODUCTION

The City of Bryan is soliciting bids for Library Books and Related Materials for the Bryan+College Station Public Library System.

Electronic or Sealed bid packages for **Bid #12-041** will be accepted until 2:00 p.m. CST, Tuesday, July 31, 2012 and publicly opened and read aloud immediately following the opening. Any bid received on or after 2:00 p.m. CST will be returned unopened. If sending Sealed bids, delivered to:

Susan Chmelar, Buyer
City of Bryan, Purchasing Department
1309 E. Martin Luther King St.
Bryan, Texas 77803
(P) 979.209.5555 (F) 979.209.5507
Schmelar@bryantx.gov

Plans, Specifications and Information for Bidders are on file and may be examined at the Purchasing Department Office at 1309 E. Martin Luther King Jr. Street, Bryan, Texas and may be obtained by downloading at <http://brazosbid.cstx.gov>.

The City believes that the data contained in these specifications is sufficient for the preparation of bids. Requests for additional information will be considered depending on the bid time frame and the availability of the requested information. Such information will be submitted to all known bidders simultaneously.

*In order to ensure a fair and public bid process, all questions related to this Request for Bid shall be addressed in writing, via the **Brazos Valley Online Bidding System (<http://brazosbid.cstx.gov>)** to the individual identified above prior to 10:00 a.m. CST on Monday, July 23, 2012. Contact with any City of Bryan employee or official is prohibited without prior written consent from the City Purchasing Agent. Failure to observe this requirement may be grounds for rejection of the Bid.*

Bidders are required to submit one (1) original bid. Bids must be completed and *submitted on the forms found within the Specifications*. Incomplete bid forms will invalidate the bid and the bid will be rejected and returned to the bidder. The right to accept any bid, or to reject any or all Bids and to waive all formalities is hereby reserved by the City of Bryan, Texas.

SCHEDULE OF EVENTS

- Friday, July 13, 2012 - Post date/release bid request to vendors.
- Monday, July 23, 2012 @ 10:00 a.m. C.S.T. - Deadline for written requests for clarifications to the RFB.
- Tuesday, July 31, 2012 @ 2:00 p.m. C.S.T -- Public bid opening. Any bid received on or after 2:00 p.m. CST will be returned unopened.
- Tuesday, September 18, 2012: Anticipated date of award.

TERMS AND CONDITIONS

Definitions

In order to simplify the language throughout this request for bids, the following definitions shall apply:

CITY - Same as City of Bryan.

CITY COUNCIL - The elected officials of the Cities of Bryan, Texas who have been given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and laws.

CONTRACT - An agreement between the City and a Vendor to furnish products over a designated period of time during which repeated purchases are made of the commodities specified.

VENDOR - The successful Bidder(s) of this bid request.

RFB - Request for Bids.

PROCUREMENT CARD - Chase-MasterCard

Instructions

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of Bryan Purchasing Department, unless otherwise specified elsewhere in this bid request.

Notification

The City of Bryan uses multiple channels for the notification and dissemination of all invitations to bid. Approved methods of dissemination include: City of Bryan website, the brazosbid website or the City of Bryan Purchasing office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your bid non-compliant. The City of Bryan accepts no responsibility for the receipt or notifications of solicitations through any other source.

Form

Sealed bids must be submitted on this form only. Bidders are required to submit one (1) original bid. All bids submitted must be itemized with prices extended when practical. **BIDDER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH BID OR PROPOSAL. FAXED BIDS ARE UNACCEPTABLE.**

Felony Conviction Notification

All bidders must submit with their bid the Felony Conviction Notification form if contained within this bid package. Failure to acknowledge and submit the completed Felony Conviction Notification form is sufficient cause for the bid to be rejected.

Bid Return

Bid must be uploaded to <http://brazosbid.cstx.gov> website or sealed. To ensure proper recognition upon its arrival, list the Vendor Name, Bid Name, and Bid Number on the outside of your envelope.

Late Bids

Bids must be received by the Purchasing Department prior to 2:00 p.m. CST on the date indicated on this form. Late bids will not be opened and will be returned to the bidder.

Acceptance

The City of Bryan reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for the City**. Causes for rejection of a bid may include but shall not be limited to the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with the City. Bidders may be disqualified and rejection of proposals may be recommended for any (but not limited to) of the following causes: 1) Failure to use the proposal form furnished by the Owner; 2) Lack of signature by an authorized representative on the proposal form; 3) Failure to properly complete the bid; 4) Evidence of collusion among proposers; 5) Omission of uncertified personal or company check as a proposal guarantee (**if Bid Bond required**); or 6) Unauthorized alteration of bid form. City reserves the right to waive any minor informality or irregularity.

All bidders are hereby notified that the City of Bryan shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the bidder as it relates to his ability to perform the contract for the City of Bryan, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the bidder's past performance under contracts with the City of Bryan and the bidder's compliance with City ordinances.

The City of Bryan, Texas is committed to obtaining its goods, products and services at the lowest price possible which benefits all the citizens of Bryan. Therefore, in order to accomplish this objective/goal, it is not the intention of the City neither to exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's names, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City of Bryan shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

"In literal compliance" in reference to standards and specifications shall mean the meeting or exceeding of all or nearly all of the said standards and specifications. If the City determines that standards and specifications are in literal compliance where not all standards and specifications have been met or exceeded, the City must base such a determination on its finding that any standards and specifications which have not been met or exceeded do not render the bidder product any less usable for the purpose for which it is intended.

Collusion

Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all proposals of that particular bid solicitation or request.

Irregular Bid Proposals

Bids will be considered irregular and may be rejected by the City of Bryan if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award providing the best value to the City.

Award of Contract

The bid award may be based on, but not necessarily limited to, the following factors:

- a. Conformity to specifications;
- b. the purchase price, including payment discount terms;
- c. the reputation of the bidder and of the bidder's goods or services;
- d. the quality of the bidder's goods or services;
- e. the extent to which the goods or services meet the City's needs;
- f. the bidder's past relationship with the City;
- g. delivery terms;
- h. payment terms;
- i. availability of repair and maintenance parts;
- j. financial condition;
- k. the total long-term cost to the City to acquire the bidder's goods or services; and
- l. any relevant criteria specifically listed in this request for bid.

The City prefers to award the entire contract to a single Contractor; although, the City reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

Financial Condition

Contractor must provide audited financial statements, if requested, to the City.

Term of Contract

This contract shall be effective for two years from date of acceptance and approval by the City Council of the City of Bryan.

Extension of Contract

The Parties shall have the option of extending this contract, subject to approval of funding and review of the service provided by the Contractor, for up to eight additional one-year terms. This action does not require specific City Council approval, provided the City Council has appropriated sufficient funds to satisfy the City's obligation during the renewal term. Contracts are extended upon mutual agreement of both Vendor and the City. The City of Bryan will not consider Contract extensions which include any increase in unit bid prices.

In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

Assignment of Contract

This contract cannot be transferred or assigned to another party without the written consent of the City's Purchasing Agent and may be subject to cancellation if such consent is requested.

Contract Termination

The City may terminate this Contract at any time upon **thirty (30)-calendar** days written notice. Upon the Service Provider's receipt of such notice, the Service Provider shall cease work immediately. The Service Provider shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Service Provider fails to fulfill its obligations under this Contract, or if the Service Provider violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Service Provider **five (5)** calendar days written notice. The Service Provider will be compensated for the services satisfactorily performed before the termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the bidder's list for receiving future bids.

No term or provision of this Contract shall be construed to relieve the Service Provider of liability to the City for damages sustained by the City because of any breach of contract by the Service Provider. The City may withhold payments to the Service Provider for the purpose of setoff until the exact amount of damages due the City from the Service Provider is determined and paid.

Reimbursements

There is no expressed or implied obligation for The City of Bryan to reimburse responding firms for any expenses incurred in preparing bids in response to this Request for Bids and City of Bryan will not reimburse responding firms for these expenses, nor will the City of Bryan pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Minority Owned Businesses

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race color, creed, sex, or national origin in consideration for an award.

City Ordinances

The City of Bryan also reserves the right to reject the bid of any bidder who is currently in violation of any City ordinance. The City may, at its option, choose to negotiate a settlement of the ordinance violation as a condition of the bid award.

Error-Quantity

Bids must be submitted on units of quantity specified. In the event of errors in extended prices, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

Quantities

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices.

Variations

Any variation from these specifications must be indicated on the bid sheet(s).

F.O.B.-Damage

Bids will not be considered unless bid F.O.B. delivered Bryan, Texas. If shipping costs are not included in the unit bid price, bidder must give exact delivery cost, which is to be prepaid or added to the invoice. The City of Bryan assumes no liability of goods delivered in a damaged or unacceptable condition.

Firm Prices

Bidders must hold bid prices firm for 90 days after the bid opening date to allow the City sufficient time to award a contract.

The parties agree that the supplier has based its bid on certain pricing assumptions of materials to be incorporated into the work specified herein. *However*, the market for products that are specified herein is considered by both parties to be volatile, and sudden price increases could occur that are beyond the control of the supplier, despite its best efforts. Therefore, the parties agree that if there is a bona fide increase to the supplier of the material(s) specified herein (not labor), the supplier may request an equitable adjustment to this contract based on the Producer Price Index for Intermediate Goods, Table B, as it appears in the "Summary Data from the Producer Price Index News Release" as published by the U.S. Department of Labor, Bureau of Labor Statistics. This index shall be referred to as the materials index.

Bids may only be adjusted semi-annually. Supplier(s) are required to give a 30 day written notice before price increases based upon the change in pricing assumptions.

The bid, as submitted herein, is considered the base price for the materials specified herein as of date of contract award and shall remain in effect for 6 months hereafter called the reference base period. Prices may be adjusted semi-annually in 6 months after contract award and on the anniversary after first 6 month consideration of each year, based upon the percent changes (whether up or down) in the special index specified herein. All calculations for the special index shall be based upon the latest versions of the Producer Price Index data published as of the six month interval and anniversary date.

Under no circumstances shall the bid prices increase, aggregately, more than eight percent (8%) during the course of the agreement and any subsequent renewals.

Any agreement awarded with an escalation clause shall be subject to de-escalation provisions in the same or similar manner in the event of cost reductions.

Cooperative Agreements

Successful bidder agrees to extend prices and terms to all governmental entities that has entered into, or will enter into, joint purchasing interlocal cooperation agreements with the City of Bryan.

Authorized Signature

Bids must show full firm name and mailing address of bidder and be manually signed by an authorized sales or quotation representative of the bidder. Firm name and authorized signature should appear on each page of bid where spaces are provided. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

Withdrawal-Alteration Of Bids

Bids cannot be altered after receiving time or opening time. No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the purchasing agent.

Lump Sum Bids

Lump sum bids will be considered only if unit prices are quoted also. However, the totals of such quoted unit prices and the lump sum bids will not be considered if the price quoted also involves prices of commodities requested on an entirely separate bid request.

All-Or-None Bids

All-or-none bids will be considered only if bidder quoted prices on all items requested. If a bidder desires the City to consider an all-or-none bid, it must be stated on the bid sheet(s). All-or-none bids will not be considered if prices quoted involved prices of items and services requested on an entirely separate bid request.

Payment Of Invoices

Invoices must be submitted by the successful bidder in duplicate to the City of Bryan, Finance Department, P.O. Box 1000, Bryan, Texas 77805, (979) 209-5080. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the later. All invoices shall be submitted in accordance with the bid unit prices. Invoices shall not contain work that was not satisfactorily completed. Repeated failure on the part of the Contractor to submit accurate invoices shall be sufficient cause to cancel the contract. The City will not be liable for payment of invoices received more than sixty (60) days after delivery of order, or completion of services.

Cash Discounts

Bidders may quote additional cash discount terms in the Cash Discount Column. If no discount is shown, prices are to be assumed net. Discount period to be started from the date of completion of entire order or date of receipt of invoice, whichever occurs last regardless of date of invoice.

Bids offering discounts for prompt payment via use of procurement card (Chase-MasterCard), or if invoice is paid within ten (10) days are encouraged.

Taxes

The City of Bryan is exempt from Federal Excise, State Sales and Transportation Taxes. TAX MUST NOT BE INCLUDED IN BID. The City upon request will execute Tax Exemption Certificates. The City of Bryan is statutorily exempt from State and Local Sales tax and a permit number is not required.

Delivery

Bids must show the number of consecutive calendar days required to deliver the materials, services or equipment under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding orders. If delivery is not made within ten (10) days after number of days specified on bid, entire order may be canceled and bidder's name removed from mailing list.

All deliveries are to be made to the address associated with the account for which the purchase is being made. Deliveries will be accepted only during normal working hours on normal working days. Unless otherwise indicated, items received must be new and in first-class condition. Types of materials normally packaged for protection and convenience in storage shall be in the proper containers.

Liability

The successful bidder shall be liable for all damages incurred while in the performance of services pursuant to this request.

Material Safety Data Sheets

MSDS's must be provided prior to or with receipt of order, and when revised. Containers must be properly labeled and identified in accordance with the OSHA Hazard Communication Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

Patents, Franchises, etc.

The successful bidder agrees to protect the City from any claim involving patent right infringements, copyrights or sales franchises.

Addenda

In the event of a needed change in the published bid documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Bidders are responsible for obtaining all published addenda from the City of Bryan Purchasing office or by downloading these documents from the City of Bryan website. The City assumes no responsibility for the Bidders failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

Pre-bid Conference

Pre-bid conferences are public meetings and all qualified contractors, subcontractors and material suppliers are strongly encouraged to attend. The intent of the conference is to inform bidders of the bidding requirements and the scope of services and to solicit questions and inquiries from potential bidders and suppliers. Attendance at the pre-bid conference is not mandatory. Any and all information provided by the City during the pre-bid conference will not be construed to be a revision or change of the bid documents. All revisions, changes and clarifications to the bid documents shall be formally executed in the form of a written addendum, published by the City of Bryan.

Fiscal Funding

The City of Bryan, Texas operates and is funded on a fiscal year basis; accordingly, the City reserves the right to terminate, without liability, any contract for which funding is not available. Renewal of contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The City reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

Court Jurisdiction

The City of Bryan and the successful Vendor will agree that the contract awarded from this Request for Bid shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in a state court of competent jurisdiction in Brazos County, Texas and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court not in Texas.

SPECIFICATIONS

RFB # 12-041

“Annual Price Agreement for Library Books & Related Materials for the Bryan+College Station Public Library System”

SCOPE OF BID: It is the intent of this bid to establish prices and/or discount amounts from vendors for the City of Bryan+College Station Public Library System for library materials, including: books, spoken word audio tape cassettes, spoken word audio compact discs, digital video discs, videocassettes, the processing of these materials and to enter into an annual contract with one or more vendors to supply said products. The following publications may be excluded from this contract:

- a. Encyclopedias
- b. Yearbooks
- c. Out-of-print books
- d. Subscriptions
- e. Publications of obscure or small presses
- f. Certain titles needed immediately
- g. Publications of National Geographic Society, H. W. Wilson, Gale, American Library Association, or other publishers who do not sell through vendors.
- h.. Other multimedia items not specified on the Bid Sheet.

1.0 Award of Bid: Will be based on price, discounts, availability of titles, past performance, references and the quality and capability of the online ordering system.

2.0 Rights Reserved: Under the terms and conditions of this contract, the City shall purchase its library materials from the successful vendor during the contract period, except the City reserves the right to purchase said materials from other vendors when they cannot be obtained from the successful vendor.

3.0 Quantity: The City of Bryan estimates an annual expense of \$150,000 for library materials of which approximately 75% will be for general trade adult/juvenile books, 5% for technical and special works, 20% for, compact discs, ebooks, and DVD's and blu-rays for adults and juveniles. Quantities and estimates are included in this bid for informational purposes only and it is in no way a commitment by the City to purchase any given quantities or dollar amount during the term of the agreement or any extensions thereafter.

4.0 Discounts/Prices Quoted: Discounts/prices shall be based on the publisher's list price not freight pass-through. All discounts/prices shall be firm and fixed for the duration of the contract. No minimum order quantity is to be required in order to receive discounts/prices bid. All discounts/prices quoted shall be FOB Destination.

5.0 Orders: The successful vendor must provide a computerized electronic ordering system for books, videos and other products available from the vendor that provides access and use of multiple cart functions, keyword searchable tables of contents and the ability to tailor title searches with sophisticated filters. Example of an electronic ordering system is Baker & Taylor's Title Source III.

5.1 The electronic ordering system must also provide the following:

- a. A secure, real-time ordering system accessible seven (7) days per week, (24) hours per day.
- b. Ability to search a database of at least three (3) million entries using a variety of searching techniques
- c. Ability to review product information and reviews
- d. Ability to view pre-publication information
- e. Continuations and standing order services
- f. Ability to view current inventory with discounts automatically calculated.
- g. Toll-free electronic transmission of orders.
- h. Immediate (automated) order confirmation.
- i. Display titles to be shipped and display back-ordered items.
- j. Online customer service capable of providing the status of any order, printing invoices and providing tracking information on all items in transit.
- k. Ability to print standard and customized reports, selection lists, confirmation reports and shipment receipt information.
- l. Order history information available for avoiding duplicate orders.
- j. The electronic ordering system must be fully supported by a staff of trained representatives in technical/electronic services. Staff must be accessible via e-mail and/or a toll-free telephone line.
- k. Ability to view stock information on all titles from multiple vendors. Lists of titles may be shared electronically among departments in the library system.
- l. As each title goes through its "life cycle" from inception to out-of-print status, the information for that title is continually updated.
- m. Cataloging data is provided by the Library of Congress. For titles not covered by the Library of Congress data is provided by a staff of professional catalogers. Annotations and Table of Contents information are obtained from and edited by the Library of Congress, Baker & Taylor publishers as well the direct review journals. Review citations are obtained from top domestic review journals. More than 1 million unique titles must be ordered by the vendor each year. The vendor must provide bibliographic information and digitized cover images for titles that have been shipped.
- n. Efficiency in information management through the availability of MARC record downloads via the Internet. This database must link to the library's online catalog in order to identify duplicate copies.
- o. Simultaneous user access and internal electronic transfer of information from staff member to staff member.

5.2 Right to Review: The City of Bryan shall have the privilege of ordering single copies of titles for review purpose. The City reserves the right to return such titles if they are determined to be unsatisfactory for purchase. Any such return shall be made at the expense of the City of Bryan within 30 days after receipt of each item with re-stocking charges (if any) to be paid by the City of Bryan.

5.3 Order Fulfillment: The successful vendor shall provide a broad spectrum of print and media in quantities to meet the needs of a large public library system. The successful vendor must be able to deliver orders within a reasonable time; this includes first shipments and entire orders. Delivery of in-stock materials shall be made within ten (10) business days after receipt of order. Backordered materials must be supplied within 90 calendar days after receipt of order. The City of Bryan shall have the option to cancel overdue orders at no additional cost to the City.

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- 5.4 The successful vendor shall provide a Fund Control Service, guaranteeing not to exceed the maximum order value indicated on an order.
- 5.5 The successful vendor will supply the latest editions of titles ordered unless the library's order clearly specifies otherwise. If a title ordered in a given edition is in the process of being printed as a newer edition and has been announced for publication, the vendor will supply the new edition when published.
- 6.0 **Deliveries:** All deliveries are to be inside-delivery to the location specified at the time the order is placed. All deliveries are to be made between the hours of 8:00 a.m. – 5:00 p.m. CST, Monday through Friday, excluding holidays.
- 7.0 **Invoices:** Itemized invoices must accompany each shipment. Invoiced items shall be listed alphabetically by author for books and alphabetically by titles for other media. Additionally, all invoices must include: date of invoice, invoice number, purchase order number, number of items shipped, list price, discount, unit cost and total cost.
- 8.0 **Returns:** The successful vendor must permit the library to return an item for replacement that is found to be defective after ten (10) circulations at no cost to the City. Additionally, the vendor must allow return for credit or replacement, items damaged in transit, defective items and items different from those ordered within a thirty (30) day period at no cost to the City.
- 9.0 **Customer Service:** The successful vendor must assign one customer service representative to the City's account. The representative shall be readily accessible via toll-free telephone number or E-mail to assist City staff with orders, returns, inquiries and billing issues as needed.

Please see Addendum No. 2 for discounts.

BID SHEETS

(Page 1 of 8)

RFB #12-041

“Annual Price Agreement for Library Books & Related Materials for the Bryan+College Station Public Library System”

GENERAL

>>All bids must be in strict accordance with all terms, conditions and specifications within this Bid Request 12-041<<

To be accepted, bidders must thoroughly complete all blanks in this section. (Please type or write legibly in ink.) Bidders must ensure that all calculations are correct. Calculation errors may be cause to reject a bid package. If there are discrepancies in unit price and total, *unit price* will prevail.

Bids are divided into three (3) sections. Bidders are not required to bid on all sections; however, bidders are required to bid on all items listed within the section they intend to bid. The City reserves the right to award all sections to a single bidder or award separate contracts to different bidders. The decision to award single or multiple contracts will be based on the City’s evaluation of the bids in order to determine the best value for the City. The decision of the City will be final.

SECTION I: BOOKS & AUDIO/VISUAL MATERIALS

Item	Description	List Price Less Discount of %
a.	General Trade Books – Adult <i>(Including fiction/non-fiction which carry the full trade discount.)</i>	
b.	General Trade Books – Juvenile <i>(Including fiction/non-fiction which carry the full trade discount.)</i>	
c.	Highly Technical/Special Works <i>(Normally classified as “short discount” items.)</i>	
d.	Publisher’s Library Bindings	
e.	Mass Market Paperbacks – Adult <i>(Including fiction/non-fiction)</i>	
f.	Mass Market Paperbacks – Juvenile <i>(Including fiction/non-fiction)</i>	
g.	ebooks	
h.	Audio Compact Discs <i>((Spoken word – unabridged)</i>	
i.	Digital Video Discs <i>(DVD format – feature length films)</i>	
j.	Blu-ray	
k.	Continuation Services Program <i>(Standing orders.)</i>	
l.	Flat Rate Discount <i>(To apply to all purchases in Items a. – k. Purchaser may elect to purchase with discounts quoted for items a. – j. or elect to accept the flat rate charge.)</i>	

Company Name Baker & Taylor, Inc.

SECTION II – JUVENILE PRE-BOUND BOOKS

Pre-bound books will be purchased from the successful bidder who is able to furnish them in Buckram A.L.A. Standard Bindings or a comparable binding guaranteed for at least 100 circulations.

Item	Description	List Price Less Discount of %
a.	Juvenile Pre-bound Books (Paw Prints editions)	12.0%

Item	Description	Bid Price
b.	Pre-binding Charge Per Book (Paw Prints editions are prebound in inventory, with no additional binding fees)	\$ 0.00

SECTION III – PROCESSING

Item	Description	Bid Price
a.	Marc Records on the Web (Compatible with Polaris System)	\$ 0.30/record
b.	3M Tattle Tape – B1 or B2 (Books: Theft Detection/security strip inserted in designated place.)	\$ 0.55/unit
c.	3M Tattle Tape – DCD-2 (Theft detection/security strip installed on one (1) CD in a Spoken Word CD set, as designated)	\$ 1.75/unit
d.	Custom Barcode (In designated place on front of book and second barcode inside in designated place.)	\$ 0.25/unit (2 barcodes)
e.	Mylar Jacket (Attached per order specifications.)	\$ 0.69/unit
f.	Spine Label (In designated place.)	\$ 0.17/label
g.	Ownership label (In designated place.)	\$ 0.17/label

DELIVERY REQUIREMENTS

Delivery
Delivery of in-stock materials shall be made within ten (10) business days after receipt of order. Backordered materials must be supplied within 90 calendar days after receipt of order.
REQUIRED: All transportation charges for Section I: Books and Audio/Visual Materials to be paid by: <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Purchaser

Company Name Baker & Taylor, Inc.

METHOD OF PAYMENT:

METHOD OF PAYMENT:

1) **PAYMENT TERMS:** Net 30 (Vendor paid within 30 days of invoice or receipt of goods accepted in good order.)

2) **PROMPT PAYMENT DISCOUNT:** N/A % within 10 days (e. g. 1%, 2%, 5%)

3) **ELECTRONIC FUNDS TRANSFER DISCOUNT** _____ **YES** X **NO**

--If "Yes" discount offered: _____ % (e.g. 1%, 2%, 5%)

Company Name Baker & Taylor, Inc.

QUESTIONNAIRE & DATA SHEET

Bid Sheets – Cont. (Page 4 of 8)

Bidders must provide the information requested on this data sheet as this information will be evaluated and given much consideration in making a recommendation for award of bid. Failure to respond or complete this form may be considered just cause to disregard the bid.

- 1. Number of titles warehoused: 2.1 million (national inventory)
- 2. Number of volumes warehoused: 18 million (national inventory)
- 3. Number of titles in your database: 6.5 million
- 4. Number of publishers represented: 78,000 publishers and imprints
- 5. Upon request, bidders may be required to submit a list of publishers represented for English-language books and/or media items. Bidder is capable of complying with this request:
 X Yes No
- 6. Upon request, bidders may be required to submit a list of publishers represented for Spanish-language books and/or media items; including: small presses and foreign language presses. Bidder is capable of complying with this request: X Yes No
- 7. Does your firm offer an online electronic ordering system equal to or better than the ordering system described in this bid request? X Yes No
- 8. List the web address to access the online ordering system: www.baker-taylor.com
- 9. Are there any fees associated with using the online electronic ordering system? If yes, please explain and list the cost(s) in the space provided below. X Yes No

As part of Baker & Taylor's comprehensive bid proposal, we are pleased to offer Title Source 3 to the City of Bryan for an annual fee of \$795.00. This full-service configuration includes one administrative ID and unlimited additional user IDs. Booklist reviews are available for an additional annual fee of \$200.00.

Internet ordering is available free of charge.

- 10. Please provide contact information for Sales/Customer Service Support. (Contact names, toll free telephone numbers, fax numbers and/ or E-mail addresses) Please see Attachment E for details.

Company Name Baker & Taylor, Inc.

Bid Sheet – Cont. (Page 5 of 8)

11. Please provide contact information for Technical Support for the online ordering system.
(Contact names, toll free telephone numbers, fax numbers and/or E-mail addresses)

Our Product Support staff is available to assist you and may be reached by calling
800-775-3700 or via e-mail at electser@baker-taylor.com.

Company Name Baker & Taylor, Inc.

FELONY CONVICTION NOTIFICATION

Bid Sheet - Cont. (Page 6 of 8)

Any person and/or business entity that enters into a contract with the City of Bryan must give advance notice to the City if any employee or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role that the employee, owner, or operator will perform in executing the contract. The City may require substitution of employees in the performance of the contract.

The City may terminate a contract with a person or business entity if the City determines that the person or business entity failed to give notice as required by this clause, misrepresented the conduct resulting in the conviction, or failed to substitute personnel at City's request.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: Baker + Taylor, Inc.

Lee Ann Queen, Director - Pricing Services
Authorized Company Official's Name (Printed)

August 6, 2012
Date

A. My firm is not owned or operated by anyone who has been convicted of a felony nor does it have any employees who have been convicted of a felony:

Signature of Company Official:
Lee Ann Queen *

B. My firm has employee(s) or is owned or operated by the following individual(s) who has/have been convicted of a felony:

Signature of Company Official:

C. Provide a general description of the conduct resulting in the conviction of a felony.

Signature of Company Official:

D. Describe the role that the person(s) convicted of a felony will play in the performance of the contract.

Signature of Company Official:

* This declaration made on behalf of owners, officers, and directors of Baker + Taylor, Inc.
RJB #12-041 - 20 of 26

CLIENT REFERENCES

Bid Sheets – Cont. (Page 7 of 8)

References: The City of Bryan will conduct reference checks as needed to evaluate bids. The City may contact those listed, and inclusion of this listing in your bid is agreement that the City may contact the named reference. The City reserves the right to contact other companies or individuals that can provide information to the City that will assist the City in fully evaluating the Service Provider.

All reference checks must show that the successful bidder is in good standing with their current and previous customers. All bidders are required to provide a **minimum of five (5)** reference(s) from current and recent clients of similar size (and/or projects recently completed of similar size and scope.)

COMPANY NAME: El Paso Public Library
CONTACT: Margaret M. Neill, Technical Services Manager
ADDRESS: 201 North Oregon El Paso, TX 79901-1195
PHONE #/FAX#/E-MAIL: 915-543-5449 / _____ / neillmm@elpasotexas.gov

COMPANY NAME: Corpus Christi Public Libraries
CONTACT: Alex Hatley, Technical Services Manager
ADDRESS: 805 Comanche Street Corpus Christi, TX 78401
PHONE #/FAX#/E-MAIL: 361-826-7045 / _____ / alexh@cctexas.com

COMPANY NAME: Montgomery County Memorial Library System
CONTACT: Jerilynn Williams, Director
ADDRESS: 104 I-45 North Conroe, TX 77301-2720
PHONE #/FAX#/E-MAIL: 936-788-8377 / _____ / jwilliams@countylibrary.org

COMPANY NAME: Brazoria County Library System
CONTACT: Sylvia Drake, Head of Technical Services
ADDRESS: 401 East Cedar Street Angleton, TX 77515
PHONE #/FAX#/E-MAIL: 979-864-1544 / _____ / sylviad@bcls.lib.tx.us

COMPANY NAME: Waco McLennan County Library
CONTACT: Linda Howell, Technical Services Manager
ADDRESS: 1717 Austin Avenue Waco, TX 76701
PHONE #/FAX#/E-MAIL: 254-750-5993 / _____ / lindaho@ci.waco.tx.us

CERTIFICATION OF BID

Bid Sheets – Cont. (Page 8 of 8)
CERTIFICATION and AUTHORIZATION:
RFB #12-041

**“Annual Price Agreement for Library Books & Related Materials for the Bryan+College Station
Public Library System”**

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid.

Signed By: Lee Ann Queen Title: Director, Pricing Services

Typed Name: Lee Ann Queen Company Name: Baker & Taylor, Inc.

Phone No.: 800-775-1800 Fax No.: 704-998-3260

Email: bids@baker-taylor.com

Bid Address: 2550 W. Tyvola Road, Suite 300 Charlotte NC 28217
P.O. Box or Street City State Zip

Order Address: 3584 Old Maysville Road Commerce GA 30529
P.O. Box or Street City State Zip

Remit Address: PO Box 277930 Atlanta GA 30384-7930
P.O. Box or Street City State Zip

Federal Tax ID No.: 56-1761729

Date: August 6, 2012

**CONTRACT FOR "Annual Price Agreement for Library Books & Related Materials for the
Bryan+College Station Public Library System"
RFB #12-041**

This Contract, dated _____, 2012, is between the **City of Bryan**, a Texas home-rule municipal corporation, (the City) and _____ (the Service Provider), whereby the Service Provider agrees to provide the City with certain services as described herein and the City agrees to pay the Service Provider for those services.

1. Scope of Services

In consideration of the compensation stated in **paragraph 2**, the Service Provider agrees to provide the City with the services as described in Exhibit A, RFB # 12-041, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

**"Annual Price Agreement for Library Books & Related Materials for the Bryan+College Station
Public Library System"**

2. Payment

In consideration of the Service Providers provision of the services in compliance with all terms and conditions of this Contract, the City shall pay the Service Provider according to the terms set forth in Exhibit B, Bid Forms. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all services provided under this Contract may not exceed \$ _____.

3. Time of Performance

A. All work and services provided under this Contract must be completed according to the Scope of Services described in Exhibit A, RFB #12-041.

B. **Time is of the essence of this Contract.** The Service Provider shall be prepared to provide the services in the most expedient and efficient manner possible in order to complete the work by the times specified and described in Exhibit A, RFB #12-041.

4. Warranty, Indemnification & Release

A. As an experienced and qualified Service Provider, the Service Provider agrees that the services provided by the Service Provider reflect the professional and industry standards, procedures, and performances. The Service Provider agrees the selection and supervision of personnel, and the performance of services under this Contract, will be pursuant to the standard of performance in the profession. The Service Provider agrees that the Service Provider will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Service Provider, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy, competency and quality of the services provided, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid services provided by the Service Provider, its employees, associates, agents, or subcontractors.

B. The Service Provider shall promptly correct any defective work furnished by the Service Provider at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the services hereunder itself shall in no way alter the Service Providers obligations or the City's rights hereunder.

C. In all activities or services performed hereunder, the Service Provider is an independent contractor and not an agent or employee of the City. The Service Provider and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Service Provider shall be responsible for the services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Service Provider shall supply all materials, equipment, and labor required for the services to be provided under this Contract. The Service Provider shall have ultimate control over the execution of the services. The Service Provider shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Service Provider or any of the Service Providers subcontractors.

D. The Service Provider must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, invitees, licensees, and other persons, as well as their personal property, while in the vicinity of the Project for any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Service Provider, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. **Responsibility for damages (indemnification):** Service Provider shall defend, indemnify and save harmless the City and its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or illnesses received or sustained by any person or persons or property resulting from the Service Provider's negligent performance of the work, or by or on account of any claims or amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree. All his properties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. Service Provider shall defend, indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by Service Provider's negligence.

F. **Release.** The Service Provider releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Service Provider or its employees and any loss of or damage to any property of the Service Provider or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Service Provider's negligent performance of the work. Both the City and the Service Provider expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

5. Termination

A. The City may terminate this Contract at any time upon **thirty (30)-calendar days** written notice. Upon the Service Provider's receipt of such notice, the Service Provider shall cease work immediately. The Service Provider shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the Service Provider fails to fulfill its obligations under this Contract, or if the Service Provider violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Service Provider five (5) calendar days written notice. The Service Provider will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Contract shall be construed to relieve the Service Provider of liability to the City for damages sustained by the City because of any breach of contract by the Service Provider. The City may withhold payments to the Service Provider for the purpose of setoff until the exact amount of damages due the City from the Service Provider is determined and paid.

6. Miscellaneous Terms

A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas. Venue for any lawsuit arising out of this Contract shall be in any court having jurisdiction in Brazos County, Texas.

B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of Bryan
Attn: City Manager
P.O. Box 1000
Bryan, Texas 77805

The Service Provider:

C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. This Contract represents the entire and integrated agreement between the City and the Service provider and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

E. This Contract and all rights and obligations contained herein may not be assigned by the Service Provider without the prior written approval of the City.

F. The Service Provider, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Service Provider must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

G. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

CITY OF BRYAN:

Jason P. Bienski, Mayor
Date: _____

APPROVED AS TO FORM:

Janis Hampton, City Attorney
Date: _____

ATTEST:

Mary L. Stratta, City Secretary
Date: _____

SERVICE PROVIDER:

By: _____

(Service Provider - Corporate Seal)

Printed Name: _____

Title: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

ACKNOWLEDGEMENT

This instrument was acknowledged before me on the _____ day of _____, 2012, by
_____ on behalf of _____.

Notary Public in and for
The State of Texas



August 3, 2012

Ms. Susan Chmelar, Buyer
City of Bryan
Purchasing Department
1309 E. Martin Luther King St.
Bryan, TX 77803

**RE: Request for Bid No. 12-041
Annual Price Agreement for Library Books & Related Materials
For the Bryan+College Station Public Library System**
DUE: August 7, 2012 at 2:00pm

Dear Ms. Chmelar:

Thank you for allowing Baker & Taylor the opportunity to submit a bid for the supply of library materials to the City of Bryan. We have reviewed the requirements in detail and are confident we can satisfy the specifications. Please accept this letter as part of Baker & Taylor's comprehensive bid proposal, to be incorporated as part of any award agreement. Any clarifications to instructions or terms are listed on the following pages.

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 78,000 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 184 years.

TERMS AND CONDITIONS

Term of Contract

Contract period will be as stated.

Extension of Contract

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

Variations

Any clarifications or deviations from the Request for Bid terms and conditions are listed on the attached pages and on the bid sheet as requested.

F.O.B.-Damage

Materials from Baker & Taylor will be delivered **F.O.B. Destination (FREE SHIPPING)** from your primary Baker & Taylor service center located in Commerce, GA.

As a courtesy, Baker & Taylor is happy to extend all discounts outlined within this proposal to any staff accounts (personal use) for the City of Bryan. Please note, staff account orders will be delivered **F.O.B. Shipping Point (Charge Shipping)**, and will be taxed appropriately.

Firm Prices

Paragraphs 2-6

Discounts offered in this proposal will be applied to the current publisher's/manufacturer's list price at the time of shipment. Discounts will remain firm for the life of the contract, however the publisher's/manufacturer's list price is subject to change.

Payment of Invoices

Invoices will be submitted in duplicate as requested. Baker & Taylor's payment terms are Net 30 days from the date of invoice.

Delivery

Book & Spoken Word Audio

In-stock items requiring only a mylar jacket or case are shipped within one day of receipt of order (delivered within 3 days). Items requiring additional cataloging/processing services will be shipped within 5 days of receipt of order. Any items that must be backordered with publishers will be consolidated and shipped within 7 days of receipt from the publisher.

Continuation Services

As this is a profiled automatic shipment program, all items are ordered prior to publication date. New editions of series will be shipped as they become available.

DVD / Blu-ray

In-stock items (non-processed) will be delivered within 3 days (processed, within 10 days after receipt of order).

SPECIFICATIONS

4.0 Discounts/Prices Quoted

Discounts offered in this proposal will be applied to the current publisher's/manufacturer's list price at the time of shipment. Discounts will remain firm for the life of the contract, however the publisher's/manufacturer's list price is subject to change.

Materials will be discounted from the non-freight pass through price.

There are no minimum order requirements.

Materials from Baker & Taylor will be delivered **F.O.B. Destination (FREE SHIPPING)** from your primary Baker & Taylor service center located in Commerce, GA.

As a courtesy, Baker & Taylor is happy to extend all discounts outlined within this proposal to any staff accounts (personal use) for the City of Bryan. Please note, staff account orders will be delivered **F.O.B. Shipping Point (Charge Shipping)**, and will be taxed appropriately.

Firm Order Books and Spoken Word Audio Materials

Baker & Taylor, Inc. is pleased to offer the discount terms and conditions of sale outlined on **Attachment A (Firm Order Materials)**. Attachment A provides a discount outline for each product category offered by Baker Taylor.

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

"Baker & Taylor's Enhanced Services Program" (**Attachment C**) describes in detail a valuable service that will save time and money when procuring titles from small and hard to find publishers. By utilizing B&T's vast publisher and title database, the library can purchase a wide variety of low demand and small print run titles from associations and limited edition, prepayment, and non-returnable publishers. These titles will be invoiced at list price plus \$4.95/unit.

Continuation Services (traditional reference profiles)

Please see **Attachment A-1** for an outline of Continuation Services discounts available to the City of Bryan. Please also see **Attachment F** for more information regarding Baker & Taylor's Continuation Services program.

Please see **Attachment B** for Category Definitions, which lists the Category Number corresponding to the discount categories (and number) as listed on Attachment A-1. This will clarify to the City of Bryan the criteria used to classify a particular book category by Baker & Taylor, and how they relate to the discounts offered within our proposal.

"Baker & Taylor's Enhanced Services Program" (**Attachment C**) describes in detail a valuable service that will save time and money when procuring titles from small and hard to find publishers. By utilizing B&T's vast publisher and title database, the libraries can purchase a wide variety of low demand and small print run titles from associations and limited edition, prepayment and non-returnable publishers. These titles will be invoiced at list price plus \$ 4.95 / unit service charge.

Audio Visual Materials

Please see **Attachment A-2** and the attached bid form for the discounts available to the City of Bryan for audio visual materials.

List prices are manufacturer's suggested list prices, where available. Where no list price is supplied by the manufacturer, a list price will be assigned by Baker & Taylor. Titles receiving minimal discount or which have supplier restrictions, or titles from small, specialty vendors will be invoiced at manufacturer's suggested retail price.

The City of Bryan is a current subscriber to our Title Source bibliographic database. Please use your id, in conjunction with the information on Attachments A, A-1 and the bid form to assist in the evaluation of our proposal.

5.0 Orders

5.1 Title Source 3 Gold (Subscription Service)

Baker & Taylor's The Title Source 3 is the most extensive database of bibliographic acquisitions information for U.S. publications. The data in this product, along with many Value Added Services, is available seven days a week, 24 hours a day. This database includes book, e-book, spoken word audio, DVD, and music CD titles, and is continually maintained, with over one million updates each year. Each record gives current print status (i.e. Not-Yet-Published, Out-of-Print), in-stock availability, on-order information, latest list price, and estimated discounted price (per the terms of your contract). Title information is updated daily.

- a. Comply.
- b. Our proprietary database contains detailed, comprehensive, up-to-date information on over 6.5 million book titles, 265,000 video titles, and 723,000 music titles.
- c. Baker & Taylor's Title Source 3 contains over, 2.6 million annotations, 3.5 million book covers in full color, 1.1 million Tables of Contents, and 695,000 full text reviews

(including *Kirkus, Library Journal, Publisher's Weekly, School Library Journal, Video Librarian, Horn Book, Choice, VOYA, BookPage, Foreward, AudioFile, and E-Streams*)

- d. Comply. Title detail is listed on the site prior to publication, providing publication date and street date information along with standard annotations and physical descriptions. E-lists of anticipated bestseller titles are also accessible via TS3.

e. COMPASS (Continuation Services)

Compass, a web-based product, will enable the **City of Bryan** to access the Standing Order program on the Internet! Using **Compass**, librarians can now reduce time consuming phone calls and paperwork by modifying profiles, creating bibliographic searches, submitting claims, and developing management reports on-line, 24-hours a day. The benefits of this system include:

- View/modify your CS profile on-line. Subscribers can make title changes, add series, or review pending shipments at their convenience.
- Access to Enriched Series/title database containing over 250,000+ series titles. Search options include: ISBN, title, publisher, author, editor, subject categories, and more.
- On-line claims and new series request service—Now, claiming a specific issue or requesting new series is only a mouse-click away. Our program specialists will constantly monitor submitted claims and provide daily updates, so subscribers can make informed decisions.
- Alphabetical search function which enables a user to easily navigate through their profiled series based on the first letter of a Series title.
- A print profile feature allows a user to print or view a complete list of their profiled series from their own personal computer.
- Pop-up messages to keep users informed every step of the way, as they make modifications to their profile.
- A detailed **Compass** user's manual which can be accessed directly from the website.
- A direct hyperlink to a dedicated Customer Account Representative who will be able to answer questions, process requests, and research claims.

Compass provides all available issues within a specific series – now the Library can complete incomplete sets, find missing back issues, or order extra copies of a popular series with just a few keystrokes.

Compass has been designed to be quick and easy-to-use. Baker & Taylor has not employed any complex graphics, which can delay download time. The "point and click" interface means that information is never more than a text box away, with no complex commands to remember or difficult menus to navigate. The entire library staff will be able to use **Compass** without the need for time-consuming training sessions or complicated user manuals. Please contact your Continuation Services Customer Service Representative, Linda Koy, at (800) 775-3600, ext. 7227 for additional information.

Please note, Compass is not associated with TS3.

- f. Comply.

-
- g. Comply. Orders may be placed through the website or title information may be uploaded to the Library's system to be used as order records.
- h. Comply. Titles ordered will be designated as Confirmed, Backordered, or Cancelled.
- i. Please see item h above.
- j. Online Customer Support (OCS), available via our website www.baker-taylor.com, is Baker & Taylor's free web-based account management system. The OCS system's sophisticated search options include the ability to query orders by Purchase Order Number, B&T Number, ISBN, and Order Date Range. You can also view detailed information, including order and account status by purchase order number, warehouse location, quantities and prices, and shipping details for UPS shipments. There's even an option that helps you print invoices and order details for your records.

Please note, OCS is not a direct function of Title Source 3.

- k. **Reporting**
Standard title reporting is available; users may export title data from TS3 into EXCEL or Word formats.

Selection Lists

Baker & Taylor's on-line selection lists are developed by our professional staff to help save you time and effort in searching for titles of interest. Utilizing Title Source 3, you can browse our comprehensive list of Title Lists, developed exclusively for you.

Lists are organized into useful categories of similar lists, helping you easily browse the topics that interest you and your patrons.

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

To access the lists, simply log-in from Title Source 3 via Quick Links.

Catalog Listings

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

These catalogs are available in print and electronically via our website WWW.BAKER-TAYLOR.COM. From the top horizontal bar, select "Libraries"; then "Public Libraries". From the left side bar, select "Publications".

Forecast –Adult new release

CATS Series – Children's and Teens Series new release

Espanol – Spanish language new release

Graphic Novels – Graphic Novel new release

Books for Growing Minds – Children's and Teens new release

Scope – Science, technical, medical, and academic bestsellers

Spirit – Religious, inspirational, and motivational titles

Welcome Mat – Landscaping, Home Repair, Decorating, DIY and Instructional titles

Alert – DVD and Music titles, new release and retrospective

Please see **Attachment G** for a full description of these catalog publications.

Music Lists (Free of Charge)

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

- Grammy Award Winners
- Best of Downbeat Magazine
- CD Hotlist

Noteworthy new music releases, in a variety of categories, selected by librarians. Professional librarians provide timely reviews of new CD releases of interest to libraries. The information is presented in a simple and fun way, helping to make the ordering process for librarians faster and easier. Our staff of contributors are librarians and music fans.

Focus on Music (Free of Charge)

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

Definitive 200 Albums

Listing the Definitive 200 albums available on CD as compiled National Association of Recording Merchandisers (NARM) and the Rock and Roll Hall of Fame.

Top 200 Albums

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

Rolling Stone's Top 500 Greatest Albums of All Time

The 'A' List for Libraries

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

ChartToppers (First Look Cart) (Free of Charge)

First Look services are available exclusively for the use of our Title Source 3 subscribers.

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

DVD Lists (Free of Charge)

Popular title/selection lists are available as TS3 carts; our e-lists and First Look Lists provide new release information for DVD product. Some examples of our lists are:

Award Winners

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

New Release, by Genre

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

Current Topic

Additionally, we offer specialty, topical lists of current interest, such as films of Elizabeth Taylor, films of Peter Falk, the Harry Potter series, works of Emmy nominees, and Children's "Book to film" releases.

First Look MVP Selection Lists

Merchandisers' Variety Program selection lists utilize pre-publication purchase quantities "at Baker & Taylor" as the key selection criteria in providing access to titles in subject and genre areas that typically are not well covered by popular review journals. Our merchandisers, specialists in their respective subject areas, are always looking for new titles which will prove to be compelling, high-circulating editions. MVP enables our selectors to share their market experience with our library partners, providing lists between 90-120 days in advance of publication.

First Look "Plus" Selection Lists

Plus Notification lists provide an "off-the-shelf" array of general subject and genre selection lists. Lists are based on popular selection criteria, such as appearance in key critical review media or appearance in popular B&T publications such as *Forecast* and *Books for Growing Minds*. The service includes an Express category which delivers the newest key titles to selectors based on criteria such as print run, author inclusion in our Automatically Yours program, LJ Pre-Pub Alert citation, and appearance in B&T's weekly "Fast Facts" list. The objective of Express lists is to provide a simple, consistent method of moving these titles into selectors' hands as early as possible.

First Look Custom Selection Lists

Baker & Taylor offers a wide array of customized selection services under the **First Look** family of Notification services. First Look is a profile driven selection list service for print as well as audio-visual material. Profiles may be based on any number of selection criteria, including subject keywords, author profiles, award-citation, Dewey Call Number and/or call number ranges, review publications, starred review citations, and many other criteria. Lists can be prepared and delivered on a scheduled basis (monthly, bi-monthly, or even weekly), based on customer requirements. First Look notification lists can be delivered directly to specific Title Source users and can be duplicate-managed by B&T to exclude titles that have appeared on previous lists and/or titles that have been previously ordered by the Library.

Single subject, one time list requests are available free of charge. Fees for profiled custom lists/selection services will vary with the complexity of the request; many are available free of charge. For more information on our Collection Development programs, please visit www.baker-taylor.com.

Order Confirmation

Order confirmation is provided for orders placed via TS3. Please see item h. for details.

Shipment Receipt

Shipping details are available via our OCS website. Please see item j. above for details. (OCS is not a function of TS3).

- l.** Users may retain the title carts ordered in TS3 and may check for duplicate titles between orders, previously ordered selection carts, and current library holdings.
- j.** Our staff is available to assist you and may be reached by calling 1-800-775-3700 or via e-mail at electser@baker-taylor.com.
- k.** TS3 provides stock information from Baker & Taylor only. Title carts may be copied or transferred among users.
- l.** Comply. Title information is updated on a daily basis.
- m.** **MARC Records for Title Shipped**
Baker & Taylor provides MARC data records for titles shipped. These records are available for any title cataloged through the Library of Congress and will contain the title information as provided in the original LC record. Existing B&T MARC records, as created by our catalogers, are also available. Records are available via internet download. Prices for these standard MARC records are detailed on the bid form.

Title Source 3 – MARC

Using TS3, you may download basic MARC formatted records.

Title Information

Our proprietary database contains detailed, comprehensive, up-to-date information on over 6.5 million book titles, 265,000 video titles, and 723,000 music titles. In addition, it contains over

- 2.6 million annotations
- 3.5 million book covers in full color
- 1.1 million Tables of Contents
- 695,000 full text reviews
(including *Kirkus*, *Library Journal*, *Publisher's Weekly*, *School Library Journal*, *Video Librarian*, *Horn Book*, *Choice*, *VOYA*, *BookPage*, *Foreward*, *AudioFile*, and *E-Streams*)

Inventory Levels

B&T orders well over 1 million titles each year and has established relationships with over 78,000 publishers and imprints.

Bibliographic Information and Digitized Cover Images for Titles

Comply. TS3 includes rich bibliographic information including jacket images and annotations, as well as standard bibliographic data such as author, ISBN, price, publisher, and publication date. Please see the description of TS3 at the beginning of this section for further information.

- n. Users may download basic MARC formatted records. Using the ISBN Lookup function, you may check titles against your on-line catalog to identify duplicate titles prior to order placement.
- o. Comply. Multiple user IDs may access the website simultaneously. Carts may be copied, shared, or transferred among users.

5.2 Right to Review

Baker & Taylor will provide single copies of titles to the City of Bryan for review purposes upon request. Please note, should the title be determined unsatisfactory for purchase, returns must be made within 30 days after receipt of item by the City and be in resalable condition (free of damage).

5.3 Order Fulfillment

Book & Spoken Word Audio

Orders for in-stock titles processed as book-only or book with mylar jacket only will be shipped within one (1) business day (delivered within 3 days). Books requiring additional cataloging and processing will be shipped within 5 business days (delivered within 7-8 days). For orders of in-print and available material, the first shipment fill is generally 88-90%.

Continuation Services

As this is a profiled automatic shipment program, all items are ordered prior to publication date. New editions of series will be shipped as they become available.

DVD / Blu-Ray

DVD materials which are in stock will be shipped within one (1) day of receipt of order. 90-95% of materials will be shipped in 60 days.

- 5.4** Baker & Taylor will honor Do Not Exceed limits, applied on an order by order basis.
- 5.5** Baker & Taylor will supply firm order product as requested. If a newer edition of a book is scheduled to be published, the library should place the order using the pre-publication title and ISBN.

Accounts established for Continuation Services will be profiled to monitor for new releases of titles in series or of periodic publication.

6.0 Deliveries

Baker & Taylor will provide inside delivery as available from our carriers.

7.0 Invoices

Your invoices will include all requested criteria. Baker & Taylor invoices can list books alphabetically by author or title, or in the same sequence as the original purchase order.

8.0 Returns

Baker & Taylor will accept the authorized return of items that are damaged, defective, or incorrectly shipped. Please see the enclosed return policies, **Attachment D**, for further details on credits and returns. To make a return, simply contact the appropriate Customer Service Representative, **Attachment E**, within the time period specified to obtain an authorization number for your return. There are no fees associated with the authorized return of product.

9.0 Customer Service

Please see **Attachment E** for a listing of Customer Service and Sales Representatives, with contact information.

BID SHEETS

Delivery Requirements

Book & Spoken Word Audio

Orders for in-stock titles processed as book-only or book with mylar jacket only will be shipped within one (1) business day (delivered within 3 days). Books requiring additional cataloging and processing will be shipped within 5 business days (delivered within 7-8 days). For orders of in-print and available material, the first shipment fill is generally 88-90%.

Continuation Services

As this is a profiled automatic shipment program, all items are ordered prior to publication date. New editions of series will be shipped as they become available.

DVD / Blu-Ray

DVD materials which are in stock will be shipped within one (1) day of receipt of order. 90-95% of materials will be shipped in 60 days.

Method of Payment

Baker & Taylor's payment terms are Net 30 days from the date of invoice.

ADDITIONAL INFORMATION ABOUT BAKER & TAYLOR'S SERVICES

Automatic Order and Shipment Programs

Automatically Yours

Baker & Taylor's *Automatically Yours* program delivers the latest publications from popular authors right to your door. Select your favorite authors, and Baker & Taylor will send the latest titles, as soon as they are released. Firm Order discounts will apply.

Automatically Yours has 8 different programs to choose from:

Popular Adult Fiction Authors – featuring over 1000 fiction authors

CATS Authors & Illustrators – featuring over 600 of the most popular children and young adult authors, both fiction and non-fiction.

CATS Awards – featuring more than 80 professionally selected national and international children's and teens awards

Spoken Word Audio

Large Print Popular Adult Fiction Authors

Book Club Plans - Baker & Taylor offers 4 different Book Club Plans to help meet your patrons' needs:

"Today" Show Book Club

Reading with Ripa Book Club

"Good Morning America" Book Club

"Oprah's" Book Club

(although Oprah has discontinued her book club, she will occasionally recommend titles.

We will continue to automatically ship these titles)

Inspirational Authors – Offers over 250 authors to choose

Graphic Novels - Available for Adult and Teen titles. Choose from 500 series.

CATS Series (Children's and Teens) (popular series automatic shipment)

This service provides the newest and most popular continuing series for public libraries, including picture books, easy-to-read, juvenile fiction and nonfiction, graphic novels/Manga/comic strip books, teen fiction and nonfiction, and Spanish/bilingual titles. New titles are shipped to you automatically upon publication when you request the series appropriate for your children's and teen collections.

Additionally, we provide confirmation reports on forthcoming titles including information such as ISBN, publisher, and order status.

Hot Hits – Standing Order Program (Music CD-Demand Driven)

Each week you will receive a list of New Release music titles, based on your profiled Music Genre selections. This will allow you to make changes to the list before the titles are ordered and shipped to your account.

Benefits of the Hot Hits program include:

- Never receive the same title twice
- Convenient delivery of lists (Title Source 3 cart or EXCEL spreadsheet)
- Flexibility to adjust your order quantities at any time
- Weekly e-mail updates of new titles
- Choose to receive Parental Advisory or Edited versions of titles

The program is simple – just tell us how many copies of a title you would like to receive, based upon the following Music genres:

Quantity			
_____	Dance	_____	New Age
_____	Country	_____	Blues
_____	World	_____	Classical
_____	Soundtrack	_____	Pop
_____	Jazz	_____	R & B
_____	Rock	_____	Reggae
_____	Latin	_____	Parental Advisory
_____	Rap	_____	Clean Version Only

Each time a New Release is announced, we will send to you the titles that are in the Genres that you've selected.

Box Office (DVD-Demand Driven)

With the dramatic rise in DVD demand, we understand the difficulty in keeping up with ordering all of the box office hits. Baker & Taylor can help with our Box Office Hits on DVD Standing Order Program. Simply choose the quantity you would like to receive, based on the millions sold at theatres, and we will ship the product to you. Each week, by email, we will send you the latest list of titles to hit the charts. For more information, please contact us at 800-775-2600 extension 2079.

TV and Movie Standing Order Plans (DVD-Series Driven)

Many libraries are experiencing tremendous growth in their circulation of AV titles; selecting and maintaining an adequate collection of popular DVDs can be a challenge. Our plans allow you to have all of the most popular DVD series titles, shipped automatically as they are produced and released.

E-Book Services

AXIS 360 (Digital Media Platform)

Axis 360 provides libraries with a state-of-the-art system for circulating digital content and Blio – the most engaging ereading experience available today. Built to dynamically showcase the library's digital collection, Axis 360 creates a fast and easy path for patrons to check out the ebooks that they want and read them across multiple devices.

Please see **Attachment H** for details.

Gale E-Content

Gale E-book titles are available from Baker & Taylor! Customers may purchase titles for popular Gale OnLine platforms such as Gale Virtual Reference Library, Gale Directory Library, and Literary Criticism OnLine.

Please see **Attachment I** for details.

Parade Programs (subscription service)

Parade Program titles are popular monthly genre title selections (selected by our B&T staff) suitable for library patrons. We have several different plans from which to choose:

- Adult Paperback Parade*
- CATS Paperback Parade*
- Playaway Parade*
- Music and DVD Parade*

Please see visit our website, www.baker-taylor.com, for more information.

CONCLUSION

Should you require any additional information regarding any products or services available from Baker & Taylor, please contact our Information Services Department at (800) 775-1800.

Please forward all future solicitations to the following address:

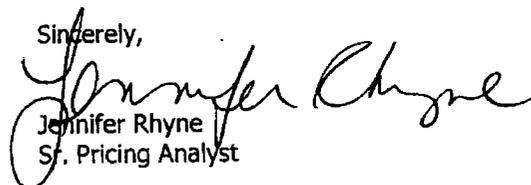
Baker & Taylor
ATTN: Pricing Services
2550 West Tyvola Road, Suite 300
Charlotte, NC 28217

E-Mail: bids@baker-taylor.com

We look forward to a favorable reply to our offer and the opportunity to be of assistance. Please provide an award notification and tabulation of results for this solicitation either via fax (704) 998-3260 or mail at the above address. Your account profiles will be updated to reflect the terms of this contract, upon receipt of award notification.

Thank you for your time and consideration in this matter.

Sincerely,



Jennifer Rhyne
Sr. Pricing Analyst

Baker & Taylor, Inc.
Discount Terms and Conditions of Sale (Firm Order Book)
City of Bryan
Bryan, TX

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

Product Category	Category Definition *	Price Indicator	Discount - Variable		Discount - Flat	
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction)	0 (zero) (Hardcover Trade Editions) C (Hardcover Computer Books)	46.0 %		38.0 %	
II.	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction)	J	46.0 %		38.0 %	
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	B (Paperback Trade Editions) C (Paperback Computer Books)	35.0 %		38.0 %	
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	G	35.0 %		38.0 %	
V.	Mass Market Paperback Editions	p	35.0 %		38.0 %	
VI.	Single Edition Reinforced (Juvenile)	R	22.0 %		38.0 %	
VII.	Publisher's Library Edition (Juvenile)	Z	22.0 %		38.0 %	
VIII.	University Press Trade Editions	A	10.0 %		38.0 %	
IX.	Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (May be of any binding and includes non-trade University Press titles and some spoken word audio)	S/X/N (Text, Technical, or Reference Editions) L (Hardcover Editions from Small, Specialty Publishers and/or Titles of Limited Demand) M (Paperback Editions from Small, Specialty Publishers and/or Titles of Limited Demand) T/U/V/W/4/7/Letter O (Specialty Textbooks) 5/6/8 (Professional Medical Titles)	S = 10.0 % X = 10.0 % N = 0.0 %** L = 46.0 % M = 35.0 % T = 0.0 % U = 0.0 % V = 0.0 % W = 0.0 %	4 = 10.0% 7 = 10.0% Letter O = 10.0 % 5 = 0.0 % 6 = 0.0 % 8 = 0.0 %	S = 38.0 % X = 38.0 % N = 0.0 %** L = 38.0 % M = 38.0 % T = 0.0 % U = 38.0 % V = 38.0 % W = 0.0 %	4 = 38.0% 7 = 38.0% Letter O = 38.0 % 5 = 0.0 % 6 = 0.0 % 8 = 0.0 %
X.	Imported English and Non-English Language Editions	F/K/1/3	F = 0.0 % K = 0.0 % 1 = 0.0 % 3 = 0.0 %		F = 0.0 % K = 0.0 % 1 = 0.0 % 3 = 0.0 %	
XI.	Enhanced Service Program	Y / Q	0.0 % plus \$4.95/unit***		0.0 % plus \$4.95/unit***	
XII.	Spoken Word Audio	H	46.0 %		38.0 %	
XIII.	Board Books	I	30.0 %		38.0 %	
XIV.	Novelty Items/Activity Books	I	30.0 %		38.0 %	
XV.	Special Programs, such as: - PawPrints Editions - Turtleback Editions - Playaway Audio Editions	D E All Playaway Audio editions	D = 12.0 % E = 12.0 % 25.1 %		D = 12.0 % E = 12.0 % 25.1 %	

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

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

*** 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. Please note that for purposes of entering this service charge into the B&T Link or The Title Source systems, the software requires that the service charge be entered as a negative number (- 4.95) in order to add the \$4.95 service charge to the list price of the book.

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 in this Attachment A 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
Continuation Services
City of Bryan – Bryan, TX

Baker & Taylor, Inc. is pleased to offer the discount terms and conditions contained in this Attachment A-1. The pricing grid below provides discounts for each product category offered by Baker & Taylor.

Product Category	Category Definition *	Price Indicator	Discount	
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction)	0 (zero) (Hardcover Trade Editions) C (Hardcover Computer Books)	45.5 %	
II.	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction)	J	45.5 %	
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	B (Paperback Trade Editions) C (Paperback Computer Books)	45.5 %	
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	G	45.5 %	
V.	Mass Market Paperback Editions	P	45.5 %	
VI.	Single Edition Reinforced (Juvenile)	R	13.5 %	
VII.	Publisher's Library Edition (Juvenile)	Z	13.5 %	
VIII.	University Press Trade Editions	A	13.5 %	
IX.	Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (May be of any binding and includes non-trade University Press titles and some spoken word audio)	S/X/N (Text, Technical, or Reference Editions) L (Hardcover Editions from Small, Specialty Publishers and/or Titles of Limited Demand) M (Paperback Editions from Small, Specialty Publishers and/or Titles of Limited Demand) T/U/V/W/4/7/Letter O (Specialty Textbooks) 5/6/8 (Professional Medical Titles)	S = 13.5 % X = 13.5 % N = 0.0 %** L = 13.5 % *** M = 13.5 % *** T = 0.0 % U = 13.5 % V = 13.5 % W = 0.0 %	4 = 13.5% 7 = 13.5% Letter O = 13.5 % 5 = 0.0 % 6 = 13.5% 8 = 13.5%
X.	Imported English and Non-English Language Editions	F/K/1/3	F = 0.0 % K = 13.5 % 1 = 0.0 % 3 = 0.0 %	
XI.	Enhanced Service Program	Y / Q	0.0 % plus \$4.95/unit****	
XII.	Spoken Word Audio	H	N/A	
XIII.	Board Books	I	13.5 %	
XIV.	Novelty Items/Activity Books	I	13.5 %	
XV.	Special Programs, such as: - PawPrints Editions - Turtleback Editions	D E	D = 0.0 % E = 13.5 %	

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

** Titles which receive minimal publisher discount will be invoiced at publisher's list price. Titles supplied by Gale or Bowker are available and will be invoiced at list price.

*** 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.

**** 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. Please note that for purposes of entering this service charge into the B&T Link or The Title Source systems, the software requires that the service charge be entered as a negative number (- 4.95) in order to add the \$4.95 service charge to the list price of the book.

**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 in this Attachment A-1 do not apply to Baker & Taylor's 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.'s
Terms and Conditions of Sale
For the City of Bryan
Bryan, TX**

Audiovisual Discounts		
Price Indicator	Definition	Discount
9	DVD/Bluray	28.7%
	Playaway View	0.0 %

List prices are manufacturer's suggested list prices, where available. Where no list price is supplied by the manufacturer, a list price will be assigned by Baker & Taylor. Titles receiving minimal discount or which have supplier restrictions, or titles from small, specialty vendors will be invoiced at manufacturer's suggested retail price.

Category Definitions

- I. Adult Trade Hardcover Editions (D, C) (may include some spoken word audio materials)**
High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: The Broker by John Grisham, ISBN: 0385510454.
- II. Juvenile Trade Hardcover Editions (J)**
High demand, juvenile materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: A Light in the Attic by Shel Silverstein, ISBN: 0060256737.
- III. Adult Quality Paperback Editions (B, C)**
High demand paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: My Sister's Keeper by Jodi Picoult, ISBN: 0743454537.
- IV. Juvenile Quality Paperback Editions (G)**
High demand, juvenile paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: Charlotte's Web by E.B. White, ISBN: 0064400557.
- V. Mass Market Paperback Editions (P)**
A standard rack size paperback typically found in bookstores or other retail outlets. An example of a mass market paperback would be: The Girl Who Loved Tom Gordon by Stephen King, ISBN: 0671042858.
- VI. Single Edition Reinforced (R)**
A high quality binding designed to provide a long shelf life in a heavy use environment. Although the binding is fanned and glued it may not be sewn, which is typically found in the publisher library edition. Subject content can include both fictional and non-fiction works appealing to juveniles as well as adults. These bindings are identified by the publisher to Baker & Taylor. An example of a single edition reinforced binding would be: Bunnicula Strikes Again! By James Howe, ISBN 0689814631.
- VII. Publisher Library Editions (Z)**
Fiction as well as non-fiction materials appealing to both juveniles and adults, designed with the rugged durability required of the environment typically found in a library setting. Publisher Library Editions are traditionally of the highest quality, usually fanned, sewn and glued to provide the greatest possible shelf life of any binding. These bindings are identified by the publisher to Baker & Taylor. An example of a publisher library edition would be: If You Give A Pig A Pancake by Laura Joffe Numeroff, ISBN: 0060266872.
- VIII. University Press Trade Editions (A) (may include some spoken word audio materials)**
This category would include any University Press Trade Editions, both adult and juvenile, and are subject to publisher reclassification. An example of a university press trade edition would be: The Oxford Companion to the Garden by Oxford University Press, ISBN: 0199551979.
- IX. Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (S, X, N, L, M, V, T, U, W, Letter O, 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 and may be of any binding. Examples within this category would be: The Merck Index, ISBN: 0911910131, Strategies That Work, ISBN: 1571103104 and Beauty and the East, ISBN: 1566563879
- X. Imported English and Non-English Language Editions (F,K,1,3)**
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. An example within this category would be: Paths to Recovery, ISBN: 0910034311.
- XII. Spoken Word Audio (H)**
Materials designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles can be either fiction or current non-fiction. An example of a spoken word audio edition would be: The Broker by John Grisham, ISBN: 0739316443.
- XIII. Board Books (T)**
Durable materials from widely distributed domestic publishers designed for young children; pages are manufactured of heavy gauge cardboard to prevent tearing. These editions typically feature few pages, simple themes and colorful illustrations or photographs. An example of a board book would be: Runaway Bunny by Margaret Wise Brown, ISBN: 0061074292.
- XIV. Novelty Items/Activity Books (I)**
Specially packaged gift set or novelty item related to a book product or attached as an accessory to a book product. These items would include a book with toy, rag books, washable cloth books, books with accessories or kits, electronic sound books, sticker books, tracing books or coloring books. This category also includes any non-book merchandise such as model kits, hobby kits, flash cards or jigsaw puzzles. An example of an item in this category would be: Chesterfield the Pig: Book and Toy, ISBN 0307145077.
- XV. Special Programs (D and E as indicated in Attachment A)**
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. Examples of items in this category would be: Clifford's Valentines Day by Norman Bridwell, ISBN 1435201736 (PawPrints prebound edition) and Mr. Putter and Tabby Spin the Yarn by Cynthia Rylant, ISBN 1417795565 (Turtleback prebound edition)

Enhanced Services Program

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

Baker & Taylor's Enhanced Services Program (ESP) provides the library with access millions of active book titles representing over 75,000 imprints. This breadth of coverage is greater than that of any other book industry wholesaler.

The ESP program builds on Baker & Taylor's already outstanding publisher relations by:

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

In order to provide these enhanced title acquisition services, Baker & Taylor will apply a service charge to qualifying titles. Material where Baker & Taylor receives no discount from the publisher, or where prepayment is required by the publisher, or books of small, limited in-demand and/or non-commercial publishers will be invoiced at list price plus the \$4.95 per unit surcharge. For libraries concerned about purchasing these types of titles, B&T's Title Source for Windows can assist the librarian in researching a particular item's category and format. Surcharge titles will appear with a Y or Q in the discount code field. Additionally, you may contact your Customer Service representative or Information Services via phone, fax, or e-mail (btinfo@baker-taylor.com) to determine surcharge titles before placing an order.

As a convenience to the library, B&T can exclude these titles from all orders by adjusting the library's account profile setup. Please contact your Customer Service Representative for additional information.



Attachment D

Institutional Returns Policy
(Revised August 2007)

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 in Momence, Illinois (FAX: 815-472-9886). You may also refer to the website at <http://www.baker-taylor.com/international/return>.

All returns should be sent to:

Baker & Taylor Returns Center
Department R
5055 W. 79th St.
Indianapolis, IN 46268



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 A/V Customer Service Rep at 800.775-2600 x2500.**

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 #s
 - B. Reason for the claim/return
 - C. Action being requested -
 1. Replacement of product (defective return will receive a replacement of the same title)
 2. Credit to your account; no replacement product necessary for mis-ships
 3. Overstock return credit requires Customer Service Manager and Sales Manager approval
2. Your A/V 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 which case a replacement of same title will be sent (multi-disc sets require all discs to be returned).

DAMAGED SHIPMENTS: If you receive a damaged carton(s) which resulted in damaged Audio/Video product(s), please hold the product(s) and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your Baker & Taylor 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 30 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
5055 W. 79th St.
Indianapolis, IN 46268**

Questions? Contact your A/V Customer Service Rep (800.775-2600 x2500) or your Inside Sales Consultant (x2046).

C

ONTINUATION SERVICES

FROM BAKER & TAYLOR 

STANDING-ORDER CANCELLATION AND RETURN POLICY

(Effective 12/07)

Baker & Taylor Continuation Services is a customized standing-order program designed for public, academic and school libraries. Customers may sign up for series on a standing-order basis, and will automatically receive every publication as they become available from publishers. Due to the nature of this program, only the exact amount of required books is ordered from each publisher on behalf of profiled customers. It is therefore necessary to adhere to a firm cancellation/return policy.

CANCELLATION POLICY

The customer must notify Continuation Services 1.800.775.3600 at least 30 DAYS PRIOR TO PUBLICATION DATE to request the cancellation of a title or the deletion of a series from their profile.

To keep customers informed of their backordered titles, Continuation Services shipments include a Backorder Status Report. This report lists titles, which a customer can expect to receive within the next three months. NOTE: Backorder Status Reports should be reviewed immediately upon receipt of shipment. Also, Master Profile Reports, a listing of all series on a customer's standing-order profile, are available upon request. Registered users may also view/maintain their standing order profiles and backordered titles via <http://compass.btol.com>.

RETURN POLICY

*The following guidelines are required to ensure prompt handling of your return.
All Continuation Services product returns require authorization from your Continuation Services Customer Account Representative in Bridgewater, New Jersey 1.800.775.3600.*

- 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, that have been shipped as ordered or property stamped by your library, are considered non-returnable.
- A title, which is ordered and received through Baker & Taylor Continuation Services, cannot be returned if a duplicate is received from another source. These books should be returned to the other supplier.

HOW TO OBTAIN RETURN AUTHORIZATION

*Please use the Return Authorization Form from your shipment's packing list to make all returns.
Contact your Continuation Services Customer Account Representative at 1.800.775.3600 for return authorization.
All claims for damages and shortages 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- attached to the carton packing list
 - B. Your Continuation Services "C" account number, invoice and/or ATS# from the shipment's packing list
 - C. Reason for claim/return
 - D. Action being requested:
 - a. Replacement of product
 - b. Credit to your account; no replacement product necessary
2. Your Customer Account Representative will assign your return an authorization number (RTA#). To expedite the process, please clearly mark the RTA number on the Return Authorization Form and on the outside of the carton in the upper right corner of the shipping label.
Ship Returns to: Baker & Taylor Returns Center, Dept. R, 5505 West 79th Street, Indianapolis, IN 46268
3. Make your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.

DAMAGED SHIPMENTS

If you receive a damaged carton(s), which resulted in a 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 Continuation Services Customer Account Representative via the toll-free number listed above.

CLAIMING SHORTAGES

Please check your packing list or invoice before claiming shortages. All shortage 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.

Continuation Services • 1120 US Route 22 East • Bridgewater, NJ • 1.800.775.3600 • Fax 908.541.7867
<http://compass.btol.com>

Attachment E

Baker & Taylor Service Personnel Ordering / Customer Service Information

Firm Order Book / Spoken Word Audio

Baker & Taylor, Inc
3584 Old Maysville Road
Commerce, GA 30529

DVD/Music Audio

Baker & Taylor, Inc.
875 Greentree Road
Suite 678
Seven Parkway Center
Pittsburgh, PA 15220

Continuation Services

Baker & Taylor, Inc.
1200 US Route 22, East
Bridgewater, NJ 08807

Telephone: 800-775-1100
Fax: 800-775-7480

Telephone: 800-775-2600
Fax: 888-285-8922

Telephone: 800-775-3600
Fax: 800-775-1600

Customer Service Representative

Ms. Cretia Fitzpatrick
Telephone: 800-775-1200, ext. 2264
Fax: 800-775-1300
E-Mail: cretia.fitzpatrick@baker-taylor.com

Customer Service Representative

Ms. Vicki Doherty
Telephone: 800-775-2600, ext. 2046
Fax: 888-285-8922
E-Mail: vicki.doherty@baker-taylor.com

Customer Service Representative

Ms. Linda Koy
Telephone: 800-775-3600, ext. 7227
Fax: 800-775-1600
E-Mail: linda.koy@baker-taylor.com

Sales Consultant

Mr. Rob Rodriguez
Telephone: 800-775-7930, ext. 1380
Fax: 704-998-3260
E-Mail: roberto.rodriguez@baker-taylor.com

Continuation Services Program Description

Since 1958, Baker & Taylor has serviced over 6,000 public, academic and school libraries worldwide with our Continuation Services program. Baker & Taylor has extensive knowledge and experience in this area and offers the most comprehensive program available in the industry. This economical and efficient service enables librarians to select the titles they need on a standing order basis, order from a single source, and manage costs and collections with precise reports. Our commitment to customers is to regularly monitor 40,000+ Series offerings from 14,000+ Publishers and to identify, order, and ship titles in a timely and efficient manner. The Continuation Services department employs a group of experienced Research Analysts whose primary function is to review publisher catalogs, web sites, and trade journals to identify current and forthcoming issues contained in our Series offerings. With over 75 years of collective experience in the industry, their mission is to keep our comprehensive series/title database current, accurate, and complete. Our seasoned buying department promptly places orders with Publishers 3-6 months prior to publication date to ensure that our customers automatically receive standing order titles in a timely manner.

Only Baker & Taylor can provide **ALL** of the following standing order services to the Library:

- Access to a 40,000+ Series/title database
- 14,000+ publishers monitored
- Free Price Quotation Service
- Alternate-year cycling
- Free Comprehensive Management Reports
- Customized Subject Selection Lists
- Processing components (Value-added services)
- Series & Title Status reports delivered electronically
- Dedicated Account Representation at **(800) 775-3600**
- *Navigator* (quarterly publication of Continuations titles)
- Customer access to database via the World Wide Web: <http://compass.baker-taylor.com>
- Free Account Transfer Service
- Publisher flyer mailings announcing "new & noteworthy" Series
- And much more

Our Continuation Services database includes 40,000+ Series representing in excess of 250,000 individual titles. These include numbered and unnumbered monographic series, proceedings, non-subscription serials, sets in progress, selected U.S. government documents, and publications of the United Nations and other international agencies, as distributed in the U.S. Some of our best-selling series include: World Almanac and Book of Facts, Writer's Market, Rand McNally Road Atlas, Physician's Desk Reference, Mobil Travel Guides, Scott Standard Postage Catalogue, Fodor's Travel Series, Peterson's Guides and Who's Who Directories.

Unlike other vendors in the industry, B&T does not limit your selection of series and titles to a closed listing. B&T offers series from a wide variety of publishers and has an extensive offering in text, technical and reference series collections. If you are interested in receiving a series which is not in our database, we will contact the appropriate Publisher to determine its availability and establish it for you.

COMPASS <http://compass.baker-taylor.com>

Compass, a web-based management tool, will enable the Library to access the CS database and program on the Internet! **Compass** is Free of Charge to qualified applicants. Using **Compass**, librarians can now reduce time consuming phone calls and paperwork by modifying profiles, creating bibliographic searches, submitting claims, and developing management reports on-line, 24-hours a day. The benefits of this system include:

- View/modify your CS profile on-line. Subscribers can make title changes, add series, or review pending shipments at their convenience.
- Access to Enriched Series/title database containing over 250,000+ titles. Search options include: ISBN, title, publisher, author, editor, subject categories, and more.

Attachment F

- On-line claims and new series request service—Now, claiming a specific issue or requesting new series is only a mouse-click away. Our program specialists will constantly monitor submitted claims and provide daily updates, so subscribers can make informed decisions.
- Alphabetical search function which enables a user to easily navigate through their profiled series based on the first letter of a Series title.
- A print profile feature allows a user to print or view a complete list of their profiled series from their own personal computer.
- Pop-up messages to keep users informed every step of the way, as they make modifications to their profile.
- A detailed **Compass** user's manual which can be accessed directly from the website.
- A direct hyperlink to a dedicated Customer Account Representative who will be able to answer questions, process requests, and research claims.

Compass displays all available issues within a specific series – now the Library can complete incomplete sets, find missing back issues, or order extra copies of an issue in a popular series with just a few keystrokes.

Compass has been designed to be quick and easy-to-use. Baker & Taylor has not employed any complex graphics, which can delay download time. The "point and click" interface means that information is never more than a text box away, with no complex commands to remember or difficult menus to navigate. The entire library staff will be able to use **Compass** without the need for time-consuming training sessions or complicated user manuals.

Comprehensive Management Reports

A variety of reports can be prepared, based upon specific customer needs, in both electronic and print formats. Master profile reports, backorder status reports, shipping and invoice histories are available in Excel and Word formats. Upon request, Continuation Services can customize and sort the data contained in these reports based on frequency, price, subject, or other individual customer requirement.

Title Reports

As our Continuation Services staff receives updated product information from publishers (i.e., ceased publications, merged series, title changes, significant price increases etc...), Title Reports are immediately sent to our customers to keep them informed of changes to series on their profiles. These title reports can be e-mailed or sent via US mail to the primary contact at your library.

Publisher Flyer Program

Promotional flyers from our vendor partners announcing "new & noteworthy" series are mailed to our customers 4-6 times per year. FREE of Charge. Each flyer describes important new series, ID numbers, publication titles/dates and is designed as an order form to simplify the process.

The Navigator

Quarterly publication of forthcoming titles. Free of Charge. The Core List, published each Spring, contains more than 1,500 titles covering a variety of subject areas, including: Business, Travel & Tourism, Bibliographies, Computer Technology, Economics, Education, Occupations & Careers, and much more. Libraries of all types can rely on this authoritative list to build or enhance their standing order collection. Each Core List entry includes series ID, title, publisher, last title published, last date published, list price, frequency and special notes. Additional information, such as subtitle, title changes, or other pertinent data can be found in the "notes" column for selected entries. Other specialty subjects such as Travel or Occupations/Careers are highlighted in other issues of The Navigator throughout the year.

Attachment F

Free Price Quotation Service

Submit a list of standing order or serial titles to our Continuations staff, and they will provide a price quotation listing the most recent issues available. FREE of Charge. If requested series are unavailable, recommended replacement options are indicated where appropriate.

Free Account Transfer Service

Baker & Taylor can handle all of the time-consuming account transfer tasks, FREE of Charge. When the institution wishes to transfer standing order business with other vendors to B&T, the Library only has to follow two simple steps:

- 1) Forward a notification letter requesting an account transfer with a supply of your Library's letterhead and envelopes.
- 2) Include your current standing order titles listing including the publisher/vendor name and address for each title and the last issue received by the library.

Baker & Taylor will take care of the rest including:

- Forwarding cancellation notices to the applicable publisher/vendor
- Periodic updates of pending titles, including additional requests to publisher/vendor
- Confirmation of your current Baker & Taylor series profile to ensure all titles have been added.

Processing for Continuation Titles

Baker & Taylor will be pleased to provide processing services for your Continuation titles. Available Value-Added Services include: laminated covers, mylar jackets, property stamping, bar codes, customer-supplied labels and theft detection.

Customer Account Representation

Our staff of dedicated professionals is at your disposal to assist with the maintenance of your account; they may be reached via a toll-free Customer Service number. The Continuation Services staff is committed to serving customers promptly and efficiently.

How to Order

B&T can accept CS orders via phone toll-free, by fax, mail, e-mail, or electronically on-line via COMPASS <http://compass.btol.com>. Once the orders are received, your account representative will immediately update the library's customized account profile(s). Account profile confirmations will be forwarded directly to the individual library address upon request.

Ordering Address:

Baker & Taylor, Inc.
Attn: Continuation Services
1120 US Highway 22 East
Bridgewater, NJ 08807

Phone/E-mail:

Telephone: (800) 775-3600 x7227
Fax: (800) 775-1600
E-mail: <http://compass.baker-taylor.com>

Catalog Information

Publications

The following publications are available free of charge to Baker & Taylor customers. These catalogs are available in print and electronically via our website WWW.BAKER-TAYLOR.COM. From the top horizontal bar, select "Libraries"; then "Public Libraries". From the left side bar, select "Publications".

Forecast

Our most extensive publication, Forecast is a monthly magazine promoting soon to be published hard cover, paperback, and spoken word audio titles. Forecast speaks to librarians about future bestsellers and noteworthy mid list titles so they can make well informed buying decisions. Features include monthly subject collections as well as publicity news on upcoming author tours, media tie-ins, and serial and book club rights.

CATS Series

CATS Series features the newest and most popular continuing series for public libraries, including picture books, easy-to-read, juvenile fiction and nonfiction, graphic novels/ Manga/ comic strip books, teen fiction and nonfiction, and Spanish/bilingual titles. New titles are shipped to you automatically upon publication when you request the series appropriate for your children's and teen collections.

Espanol

Español is Baker & Taylor's quarterly e-publication highlighting a great collection of recent releases and bestselling books in Spanish, including a wide selection of children's books, YA books and books for adult readers. Look for four issues each year, delivered via e-mail in February, May, August and November. *Español* is only available in English-language.

Graphic Novels

Graphic Novels is the Baker & Taylor catalog dedicated to graphic novels, one of the fastest growing genres in books.

Graphic Novels, a full-color publication, offers many pages of title lists and insight into the unique "language" of this specialty category. Sections include:

- Graphic Novels Top 25 Bestsellers
- Graphic Novels Front List (New Titles)
- Graphic Novels Core Lists - Series & Manga Titles, Stand Alone Titles and Drawing Techniques Titles
- Exclusive Interviews with Authors and Illustrators
- Award-winning Titles (including Eisner Awards and Harvey Awards)

Graphic Novels is published quarterly.

Books for Growing Minds

This publication is a comprehensive guide to Baker & Taylor's juvenile selections featuring titles appropriate for all interest levels from toddlers through young adults. Published ten times a year, each issue of *Growing Minds* contains special theme collections that cover a variety of subjects of interest.

Please note the June and July issues are combined, as are the November and December issues.

Contents of *Growing Minds* include:

- Board Books
- Babies & Toddlers
- Preschool
- Picture Books
- Early Readers

-
- Middle Readers
 - Young Adult
 - Featured Series
 - Selected Series
 - Graphic Novels Series

Scope

Scope is Baker & Taylor's catalog of recently released and best-selling hardcover and paperback titles covering the science, technical, medical and academic genres. It is published three times a year.

Contents of *Scope* include:

- New Releases by Category
- Best Sellers: Academic Library
- Best Sellers: Public Library

Spirit

Spirit is Baker & Taylor's quarterly preview of notable religious, inspirational, motivational and spiritual titles. In these trying times, these titles will always be popular with your patrons.

Featuring more than 200 fiction and nonfiction titles, *Spirit* promotes both book and spoken-word audio editions. This publication also provides annotated title listings for topics that range from world religion and family relationships to scripture and home lifestyle, from spiritual healing to dealing with grief.

These are books and audio books for today's confusing and challenging times.

Contents of *Spirit* include:

Adult Books

Children's Books

Audio Books

Welcome Mat

It's time to spruce up the yard, reorganize the clutter, plan that much-needed renovation, update and repair the plumbing, and redecorate one's living space, and this special annual catalog's contents will show you how!

Welcome Mat encompasses a rich variety of new, recently published, and forthcoming books, in hardcover and trade paperback. It features an outstanding collection of works, for both adults and children, that covers such topics as **Antiques & Collectibles, Architecture, Cooking, Crafts & Hobbies, Decorating & Design, Gardening & Landscaping, Holidays & Celebrations** and **Home Repair**.

The Alert

The Alert is your complete monthly media reference source for information on DVD and music titles. The publication features annotations, title collections, retrospectives and much more.

The Alert is available in Selection List format for direct, online ordering for customers. Simply login to Title Source 3.

Contents include:

Coming Attractions

New Releases

Foreign Films

Anime

Family and Children's Titles

Instructional and Educational Titles

Video Espanol

Music Audio

Musica Espanol

Bestsellers

Attachment H

Axis 360 Digital Media Platform and E-Content

Baker & Taylor offers an e-book circulation service - Axis 360. The service provides a platform on which libraries can provide e-books to their patrons for download and use on a range of computers and portable devices. Audiobooks will be added to the service in 2012.

The content offering for Axis360 has a focus on current popular materials: fiction in all genres and non-fiction in all subjects. Children's material is especially well represented.

Content for the Axis 360 platform is discoverable via our website, and can be ordered from Baker & Taylor via our website or by any established process the library prefers.

Blio Reader

Axis 360 uses the Blio Reader to enhance the user's reading experience. Books delivered via Blio have the same layout, fonts and full-color images that appear in the print versions of the work.

Blio ebooks can read aloud to you, highlighting each word as it is pronounced, so you can follow along. Settings options within the Reader also allow text to speech (TTS) rendering to be controlled for reading instruction. Users can change parameters so that TTS will pause after a single sentence, a paragraph, or a page, or read continuously, with automated page turning, right on through to the end of the book. (Text to speech rights are assigned by publishers).

Blio provides for all books a menu of reference tools. Users can look up words they might not be familiar with or get more information on a topic by searching Google, Bing, and other online resources via the embedded browser without ever leaving the book. Users can highlight, take notes, add pictures, and even web links to the notes section of each book.

For users of smaller-format reading devices, Blio offers ReadLogic, a feature that goes way beyond text reflow. When a full page cannot readably fit your device's screen size, ReadLogic knows to automatically zoom and navigate to the next logical place in the book for you to read, whether it's the next paragraph, a caption, or a sidebar.

Publishers now are also creating new kinds of digital books -- texts that may contain audio or video files or interactive elements. The Axis 360 platform and Blio Reader support the full range of ebook enhancements from publishers.

Cloud-Based Delivery

All of a user's digital materials are aggregated within the Blio application on a single book shelf in the cloud, and these materials are accessible from any device running the Blio Reader. This allows any content to be synched across all devices running the Blio Reader software. A user of Blio can begin reading material on their desktop, make notes on pages, create bookmarks and highlight text, and then open Blio Reader on another device. Though cloud-based synching, the user can access all of their work along with the ebook, open to the page where they left off reading on the first device.

Materials are available to loan on a one book – one user model. At the end of the defined access period, digital rights management programming, which governs the availability and use of the electronic content,

will expire, and the user's copy is returned to the institution's digital repository for use by another patron. Copies of books returned to the institutional repository are available to loan to a new user and will be delivered as a pristine copy, ready for that user to annotate and bookmark, if desired.

Data Exchange with Integrated Library Systems

The Axis 360 platform can be configured to leverage components of integrated library systems (ILS). For example, integration with the ILS can allow for authentication via the patron database to manage user access privileges. Integration with the ILS can also provide direct data exchange with the ILS circulation module, so that the library will be able to pull circulation statistics for digital materials from the same source generating physical material usage information.

Meeting Accessibility Requirements for Schools, Libraries and Students

Standards relating to accessibility of electronic and information technology have their origin in two sections of the Rehabilitation Act of 1973, as amended, and in related provisions of the Americans with Disabilities Act (ADA) of 1990. These provisions apply to public entities such as schools and libraries and generally require such entities to use technology for electronic content which is accessible to and usable by individuals with disabilities.

Blio has been designed to provide a rich and enjoyable reading experience for all users as well as a fully accessible reading experience for individuals with disabilities, in compliance with federal access standards. With Blio, blind patrons, using commonly available and widely-used screen reader technology, can fully access all books chosen for use. Low vision users can use Blio to magnify books to read them in large print. Print disabled users, such as dyslexic users or those with lower literacy skills, can use Blio's ability to read aloud while highlighting words to access materials. Physically disabled users who require alternative keyboard devices to access electronic materials can use Blio via built in keyboard alternatives.

As a result, Blio is designed to provide accessibility directly to end users with no intervention by school or library personnel to prepare materials or to provide investment in various assistive technology products. In short, by choosing to use Blio, administrators and library personnel can be assured of meeting their obligation to provide accessible ebooks and ebook technology to persons with disabilities.

Price Structure

(annual fees are prepaid; terms are Net 30 days from date of invoice)

Hosting Fee * \$4,000.00 / year

* *This hosting fee provides access to Blio e-books. Access to ePub/PDF content will be available in 2012 via Adobe Content Server (additional fee).*

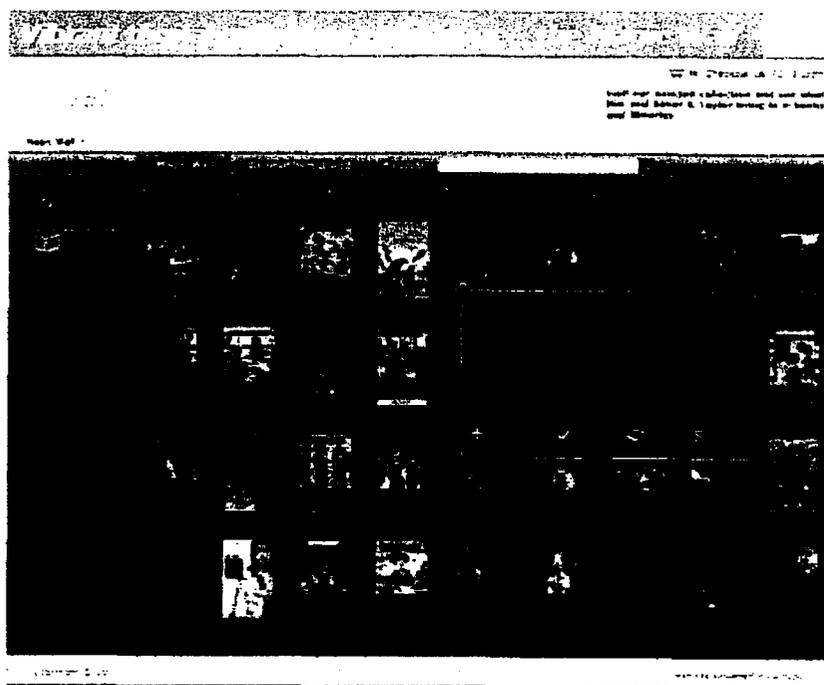
Formal acceptance of a License Agreement will be required prior to the commencement of service. Please contact your Sales Consultant for assistance with additional information and account opening.

INTRODUCING axis360

digital media library
by Baker & Taylor

Baker & Taylor is proud to introduce axis360, the revolutionary digital media platform. axis360 provides libraries and their patrons with a state-of-the-art system for accessing digital content and Blio – the most engaging ereading experience available today.

Built on state-of-the-art technology, axis360 easily surfaces content on a Magic Wall and makes it quick and easy for patrons to check out the books they want.



Library Benefits

- Ease of use
- Built on latest technology
- Easily find and order titles through Title Source™ 3
- Library-branded platform and messaging
- ILS integration
- Holds notification and management
- Immediate activation of ordered titles
- Dedicated portal for collection reporting and usage statistics
- Integration with your MyLibraryBookstore ecommerce service

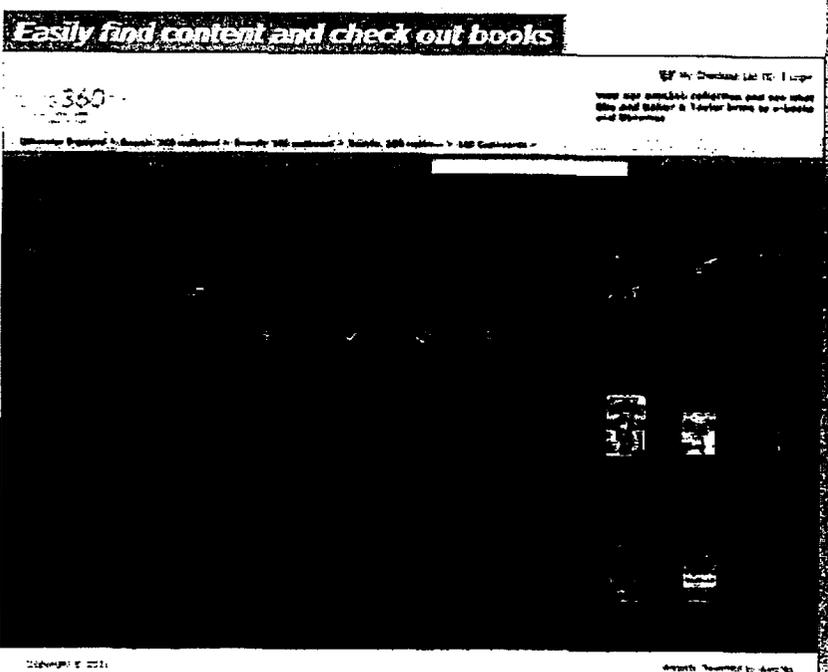
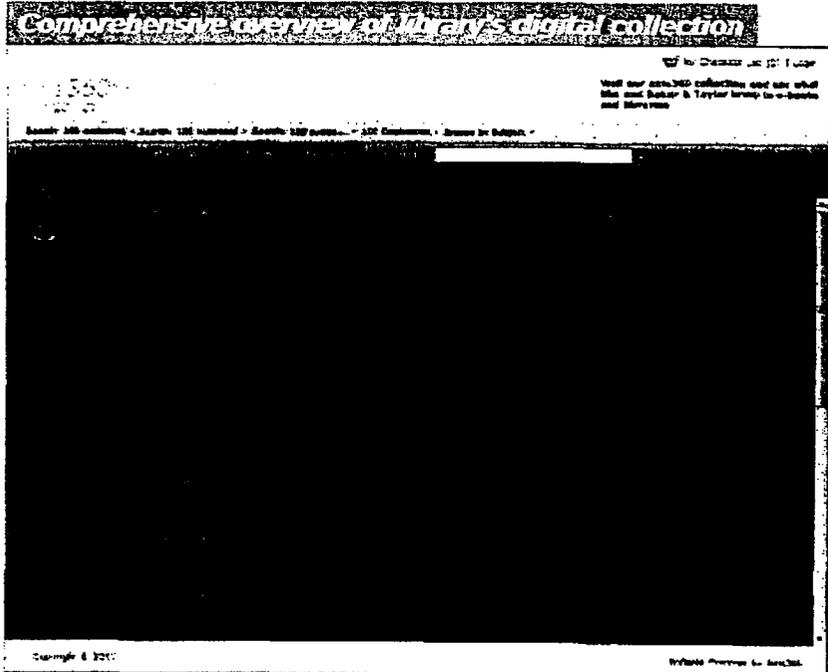
Patron Benefits

- Easy to surface content and check out the books you want
- Blio - ereading way beyond the book
- An engaging showcase for the library's digital collection
- Browse by subject
- User-contributed book reviews and star ratings
- Recommendations for additional reading
- One digital Blio bookshelf for purchased and borrowed content

 **BAKER & TAYLOR**
the future delivered

www.baker-taylor.com

Now you can have a world of digital content at your fingertips with one engaging and easy-to-use platform. Libraries can also take advantage of Baker & Taylor's starter collections, standing order programs and new title notification plans. And use Title Source 3 to build and manage your library's entire collection — from books and movies to music and ebooks — using the acquisitions tools and workflow you use every day.



For more information, please contact your Baker & Taylor sales representative.

 **BAKER & TAYLOR**
the future delivered
www.baker-taylor.com

axis360
digital media library
by Baker & Taylor

Attachment I

Gale E-Book Services

Gale E-Book titles are available from Baker & Taylor. Customers may purchase titles for popular Gale OnLine Platforms, such as Gale Virtual Reference Library, Gale Directory Library, and Literary Criticism OnLine.

Please see the following pages for details.

Prices for services will vary, based upon Library circulation requirements. Please contact your Sales Consultant for assistance with pricing information.

DIG DEEP WITH THE WORLD'S LARGEST CURATED ONLINE COLLECTION OF ITS KIND

ATTRACT, ENGAGE AND INFORM RESEARCHERS

Offering centuries of analysis — scholarly and popular commentary from books, journals, magazines, broadsheets, pamphlets, diaries and newspapers — *Literature Criticism Online* attracts researchers with an easy-to-use online format that matches the look and feel of the print originals.

More than 200,000 reprinted essays provide both critical perspectives and in-depth contextual information needed to understand the social, political and historical implications of a work.

This ever-growing collection is where researchers can:

- ❖ Compare 18th- and 20th-century perspectives on anti-Semitism in "The Merchant of Venice"
- ❖ Explore how the theme of fate in "The Aeneid" has been interpreted through the centuries
- ❖ Read Kurt Vonnegut's assessment of Herman Hesse's "Steppenwolf"
- ❖ Examine the influence of Disney films on children's literature

Advantages for faculty and librarians include:

- ❖ Comprehensive coverage of much-studied topics like Modernism, Romanticism, Gay and Lesbian Literature, the Holocaust, Magic Realism and hundreds more
- ❖ Extensive introductory material and critical analyses to aid in course management and curriculum planning

The 10 award-winning Gale series that comprise *Literature Criticism Online* cover centuries of critiques on authors and their works that span all time periods, types of literature and regions. Your collection may include any or all of the following titles:

- ❖ *Contemporary Literary Criticism*[®]
- ❖ *Twentieth-Century Literary Criticism*[®]
- ❖ *Nineteenth-Century Literary Criticism*[®]
- ❖ *Shakespearean Criticism*
- ❖ *Literature Criticism from 1400 to 1800*
- ❖ *Classical and Medieval Literature Criticism*
- ❖ *Poetry Criticism*
- ❖ *Short Story Criticism*
- ❖ *Drama Criticism*
- ❖ *Children's Literature Review*

Take literature, history and culture to new levels of interdisciplinary scholarship with the world's most extensive online, curated compilation of literary commentary: *Literature Criticism Online*.

Barbara Kingsolver
1955-

Virginia Woolf and other women writers, female authors, and other women writers.

The following information is available in *Literature Criticism Online*: The following information is available in *Literature Criticism Online*: The following information is available in *Literature Criticism Online*.

INTRODUCTION

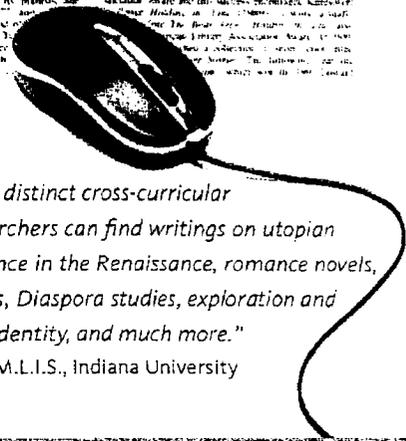
Virginia Woolf and other women writers, female authors, and other women writers. The following information is available in *Literature Criticism Online*: The following information is available in *Literature Criticism Online*.



BIOGRAPHICAL INFORMATION

Kingsolver was born in Virginia, Maryland, in Westport, Virginia, on April 3, 1955. She grew up in a rural, working-class region of Appalachia. Her mother was a teacher and her father was a farmer. She was raised in a rural, working-class region of Appalachia. Her mother was a teacher and her father was a farmer. She was raised in a rural, working-class region of Appalachia.

Virginia Woolf and other women writers, female authors, and other women writers. The following information is available in *Literature Criticism Online*: The following information is available in *Literature Criticism Online*.

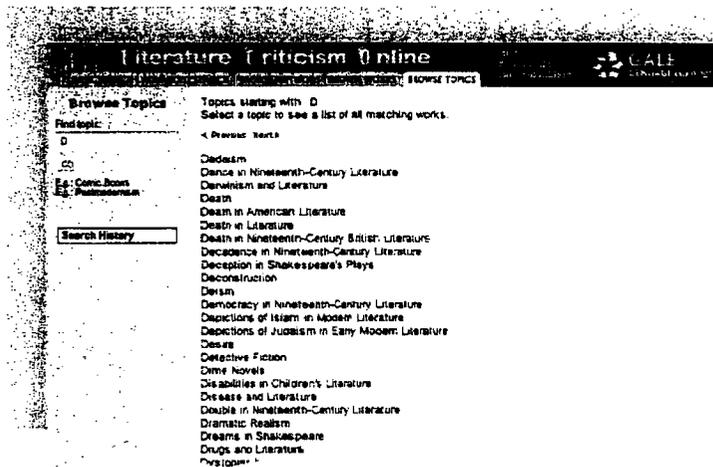


"This product has a distinct cross-curricular application. Researchers can find writings on utopian communities, science in the Renaissance, romance novels, philosophy, politics, Diaspora studies, exploration and discovery, gender identity, and much more."

— Angela Courtney, M.L.I.S., Indiana University at Bloomington



MEET THE MOST DEMANDING RESEARCH NEEDS



Literature Criticism Online frames the discussion of literature in an accessible environment of summary, commentary and critique that spans centuries. Nowhere else will researchers find such depth of criticism, from so many time periods, in one place.

Pinpoint results for more success

A choice of options lets users broaden or narrow searches to pinpoint authoritative results.

- ❖ **KEYWORD** searches the entire collection for the presence of the search term (within the author's name, work title, literary topic, essay titles, critic and section headers)
- ❖ **FULL-TEXT** searches the entire collection for the presence of the search term within the entire text of the article including keyword fields
- ❖ **NAMED AUTHOR** searches the entire collection for entries about a specific author and his or her works
- ❖ **NAMED WORK** searches the entire collection for information about a specific work
- ❖ **NARROW RESULTS** further by limiting to year(s) of publication, series and number of results per page

Flexible functions aid scholarship

- ❖ **BROWSE TOPICS** delivers hundreds of research themes, from Greek Historiography to Cyberpunk Short Fiction
- ❖ **BROWSE WORKS** and **BROWSE AUTHORS** provide alternative avenues of discovery
- ❖ **TITLES DISCUSSED** helps researchers go directly to the discussion of an individual work within an author's entry

- ❖ **RELEVANT PAGES** lets users navigate directly to relevant pages with one click (available with keyword and full-text searches)
- ❖ **INFOMARKS** persistent URLs facilitate reliable linking from bibliographies, coursepacks, social bookmarking sites and more
- ❖ **SAVE/SHARE FUNCTIONS** include print, email and download capabilities

Choose the collection for your needs

Literature Criticism Online is available as an online standing order, which automatically delivers the content from newly published volumes and provides significant savings. Or choose any combination of the 10 series to create the collection that suits your needs and budget.

Please note: *Literature Criticism Online* contains 100% of the introductory, contextual and principal works/further reading content and, on average, almost 95% of the reprinted criticism over the life of the series. However, from time to time, Gale is unable to obtain electronic display rights for certain items. In these cases, we continue to pursue rights and, when obtained, load new content into the collection.

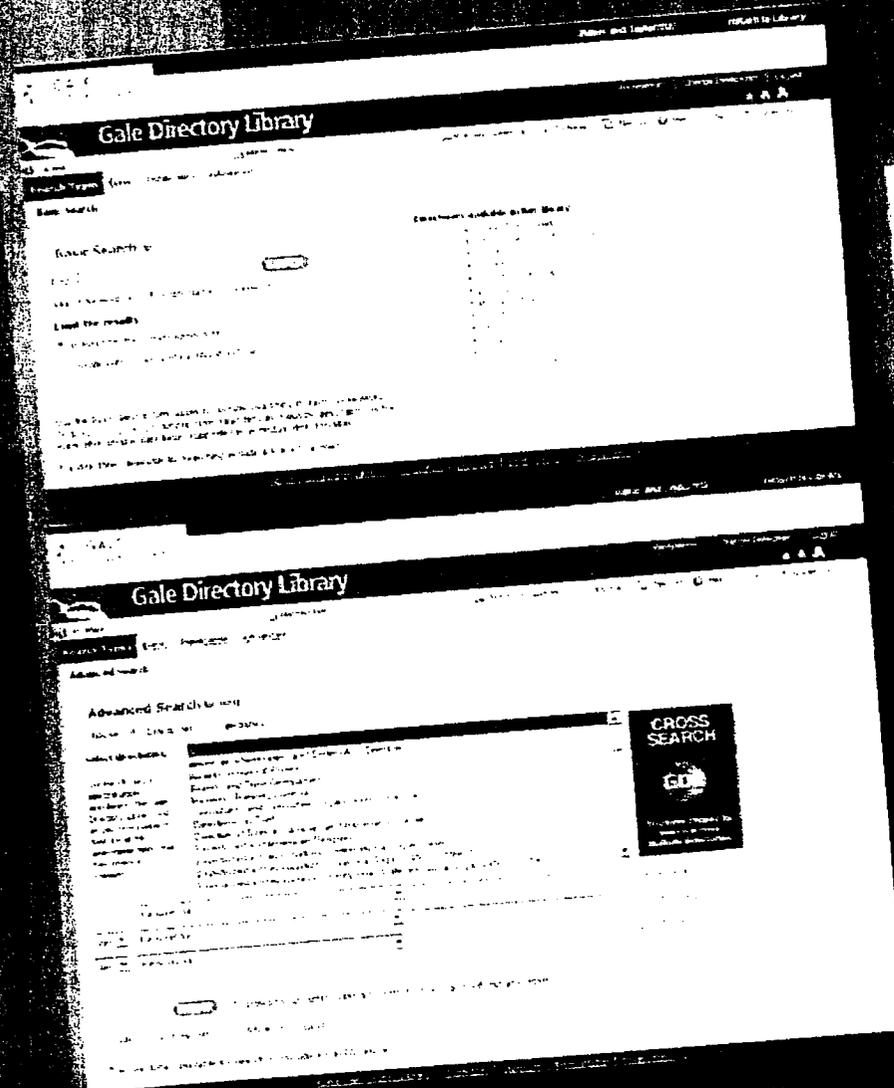


Contact your Gale Representative for complimentary access to *Literature Criticism Online*.

Now Available through Baker & Taylor

WORLDWIDE LIBRARY

Gale Directory Library makes directory information more accessible and useful than in print editions. And, Baker & Taylor makes it easier than ever before to order Gale Directory Library titles and manage your reference collection.



Gale electronic resources deliver solid advantages:

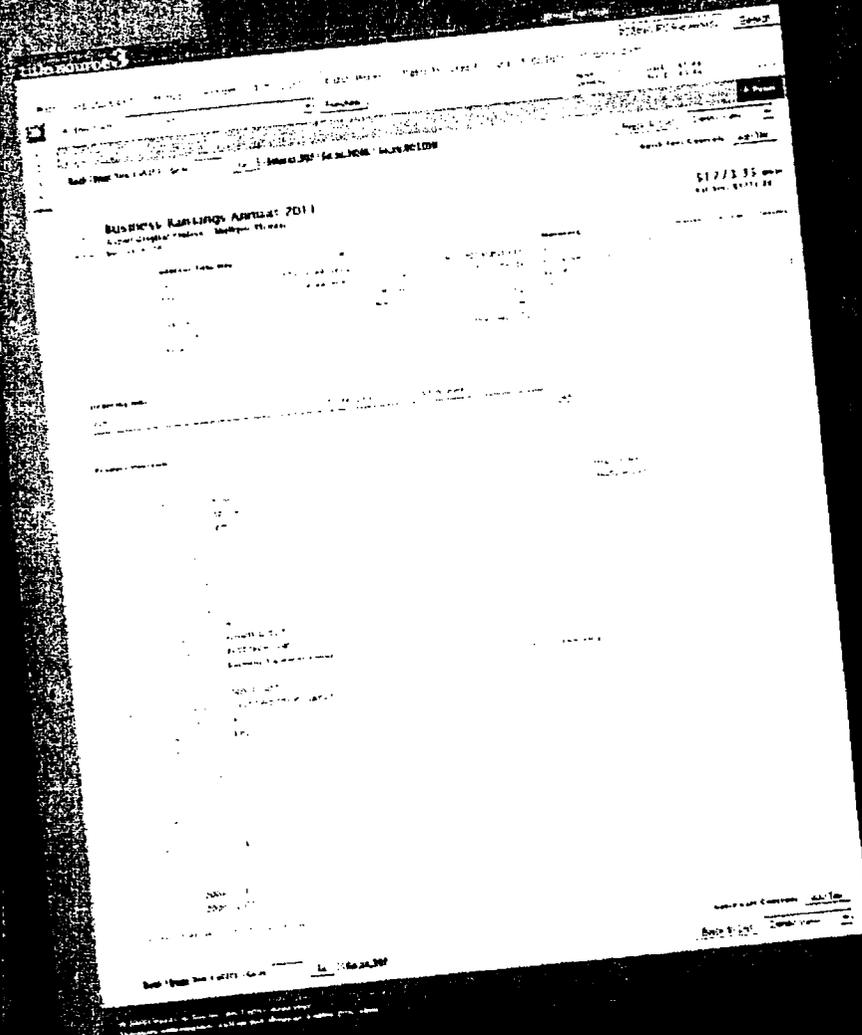
- All titles are accessible 24/7 from any internet-connected computer.
- Countless users can access the material simultaneously – inside the library or out.
- Electronic editions allow you to free up valuable shelf space.
- Online content is provided by one trusted and valued source.
- Users can generate citations easily.
- Special hardware or e-readers are not necessary.
- Electronic content eliminates replacement issues.
- Physical processing and maintenance costs are eliminated.
- Reference content usage is increased.

Gale Directory Library allows researchers to:

- Transform traditional print titles into a fully-searchable database
- Export data for further sorting and analysis, or to generate mailing lists
- Print, e-mail or download individual entries
- Extend research through hot-linked websites and e-mail addresses
- Generate custom search results from marked items lists
- Access and analyze historical data through available directory backfiles

With Gale Directory Library, research is easy. From the basic or advanced search screens, users can limit searches to only the most current data or the entire backfile. Researchers can also limit searches to specific years.

In addition to helping you build a collection of directory data over time, Gale Directory Library offers an archive of historical directory data to get you started right away.



GALE
LIBRARY

Benefits of ordering Gale Directory Library titles through Baker & Taylor:

- Streamline your acquisition process by integrating e-book purchases with print book purchases.
- Use Baker & Taylor's FirstLook Services to find out about new titles.
- Leverage the search capabilities of Title Source™ 3 to find titles on specific subjects.
- Use Baker & Taylor's standing order plans to have titles automatically available for your patrons at the time of publication.
- Continue to access cataloging records via the Gale website.

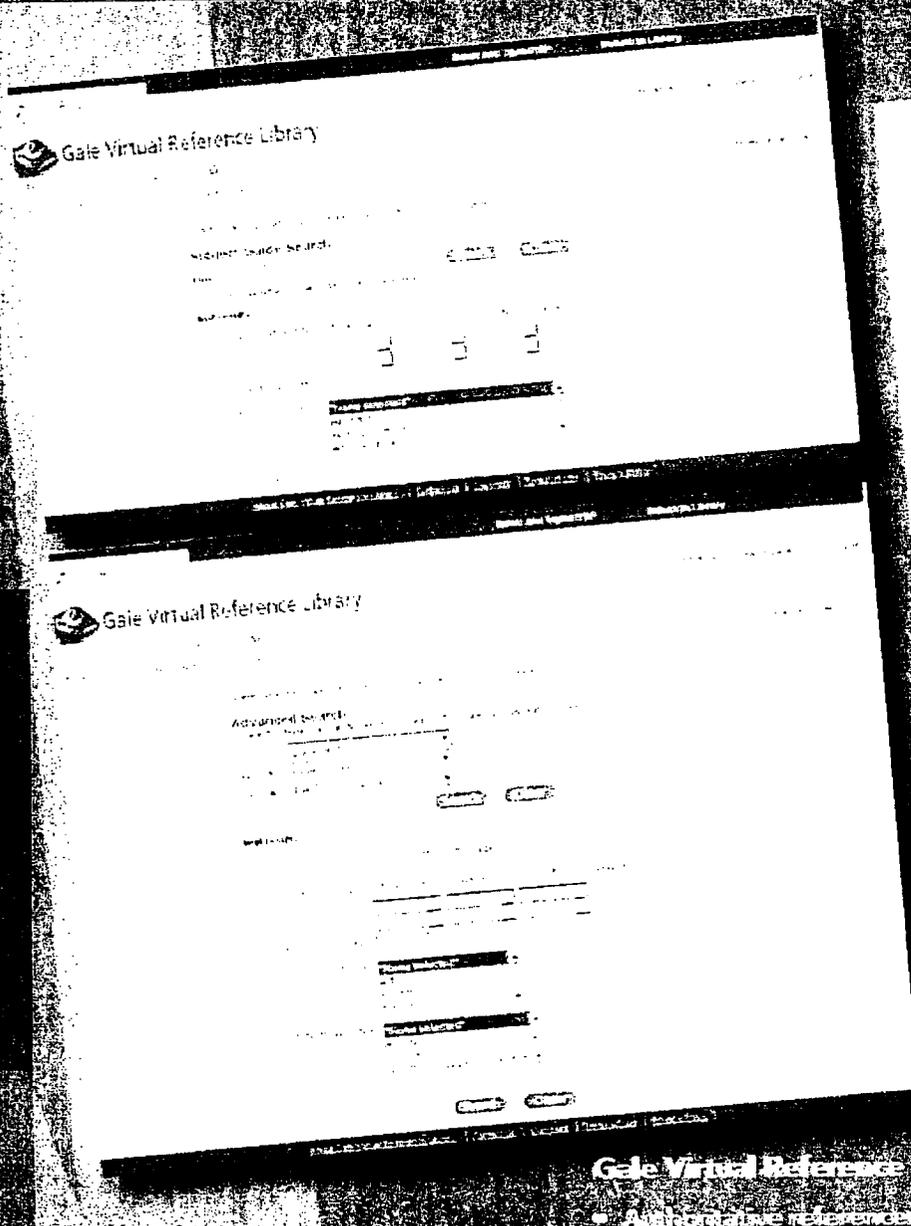


BAKER & TAYLOR
The Art of Delivery

Now Available through Baker & Taylor

WILEY Gale VIRTUAL LIBRARY

Gale Virtual Reference Library transforms a collection of reference titles, from Gale and other premier publishers, into a fully-indexed and searchable database. And, Baker & Taylor makes it easier than ever before to order Gale Virtual Reference Library titles and manage your electronic reference collection.



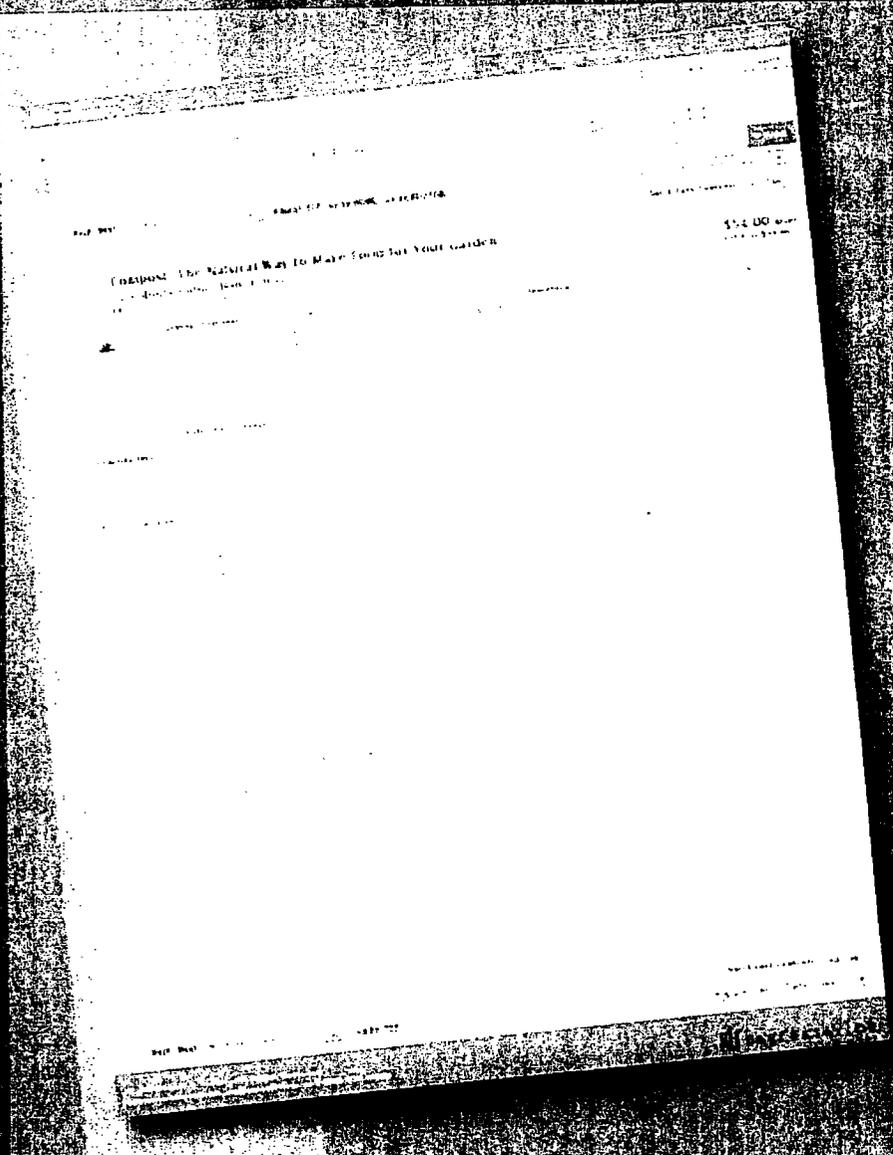
Gale electronic resources deliver solid advantages:

- All titles are accessible 24/7 from any internet-connected computer.
- Countless users can access the material simultaneously from any location, on or off.
- Materials are fully cross-referenced with many Gale resources.
- Electronic editions allow you to free up valuable shelf space.
- Online content is provided by one trusted and valued source.
- Users can generate citations easily.
- Special hardware or e-readers are not necessary.
- Electronic content eliminates replacement issues.
- Physical processing and maintenance costs are eliminated.
- Reference content usage is increased.

Gale Virtual Reference Library offers:

- Authoritative references, updated and in electronic format
- Integrated searching across all titles in your collection
- Enhanced content not included in the print format
- Ability to print, e-mail and download articles
- ReadSpeaker technology (text-to-speech), allowing text to be read aloud to users and downloaded in MP3 format
- On-demand content translated into 11 languages

Now you can fill your virtual shelves with electronic references covering a wide range of topics and subjects, from Gale and other premier reference publishers.



VIRTUAL REFERENCE LIBRARY GALE

Benefits of ordering Gale e-books through Baker & Taylor:

- Streamline your acquisition process by integrating e-book purchases with print book purchases.
- Use Baker & Taylor's FirstLook Services to find out about new titles.
- Increase the search capabilities of Title Source™ 3 to find titles by premier reference publishers available on the Gale Virtual Reference Library platform.
- Use Baker & Taylor's standing order plans to have titles automatically available for your patrons at the time of publication.
- Cataloging records for all titles are available via the Gale website.



BAKER & TAYLOR
the future delivered

to learn more
visit www.baker-taylor.com



CITY OF BRYAN
The Good Life, Texas Style.

July 23, 2015

Bound To Stay Bound Books, Inc.
1880 West Morton
Jacksonville, IL 62650

RE: 2nd Extension of Contract No. 12-041, Entitled "Annual Price Agreement for Library Books and Related Materials for the Bryan+College Station Public Library System" (Section II: Juvenile Pre-Bound Books)

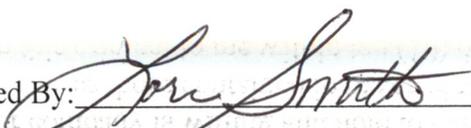
Attn: National Manager/Sales & Marketing

Please be advised that the above referenced contract will expire as of September 30, 2015 and it is our intent to extend said contract for one (1) additional period of one (1) year, beginning the day following the expiration date of said contract.

If your company is willing and able to extend the contract under the same prices, terms, conditions and provisions as those contained in the original bid/contract, please complete the following information and return this original to me within ten (10) days from the date of this notification.

I, LORI SMITH, NATIONAL MANAGER/SALES & MARKETING
Name Title
BOUND TO STAY BOUND BOOKS, INC.
Company Name

agree to extend said contract with the City of Bryan, under the same prices, terms, conditions and provisions as those contained in the original contract, for a period of one (1) year beginning on or about October 1, 2015 and terminating on September 30, 2016, subject to the City of Bryan City Council approval.

Signed By:  Date: 7/29/15
(You may return by US Mail or email schmelar@bryantx.gov)


Susan Chmelar, Buyer
City of Bryan - Purchasing Department

**CONTRACT FOR "Annual Price Agreement for Library Books & Related Materials for the
Bryan+College Station Public Library System"
RFB #12-041**

This Contract, dated Sept. 28, 2012, is between the **City of Bryan**, a Texas home-rule municipal corporation, (the City) and **Bound to Stay Bound Books, Inc.** (the Service Provider), whereby the Service Provider agrees to provide the City with certain services as described herein and the City agrees to pay the Service Provider for those services.

1. Scope of Services

In consideration of the compensation stated in **Paragraph 2**, the Service Provider agrees to provide the City with the services as described in Exhibit A, RFB #12-041, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

**"Annual Price Agreement for Library Books and Related Materials for the Bryan+College
Station Public Library System"**

2. Payment

In consideration of the Service Providers provision of the services in compliance with all terms and conditions of this Contract, the City shall pay the Service Provider according to the terms set forth in Exhibit B, Bid Forms, Section II & III. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all services provided under this Contract may not exceed **\$6,500.00** (Six Thousand Five Hundred Dollars and No Cents).

3. Time of Performance

A. All work and services provided under this Contract must be completed according to the Scope of Services described in Exhibit A, RFB #12-041.

B. **Time is of the essence of this Contract.** The Service Provider shall be prepared to provide the services in the most expedient and efficient manner possible in order to complete the work by the times specified and described in Exhibit A, RFB #12-041.

4. Warranty, Indemnification & Release

A. As an experienced and qualified Service Provider, the Service Provider agrees that the services provided by the Service Provider reflect the professional and industry standards, procedures, and performances. The Service Provider agrees the selection and supervision of personnel, and the performance of services under this Contract, will be pursuant to the standard of performance in the profession. The Service Provider agrees that the Service Provider will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Service Provider, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy, competency and quality of the services provided, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid services provided by the Service Provider, its employees, associates, agents, or subcontractors.

B. The Service Provider shall promptly correct any defective work furnished by the Service Provider at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the services hereunder itself shall in no way alter the Service Providers obligations or the City's rights hereunder.

C. In all activities or services performed hereunder, the Service Provider is an independent contractor and not an agent or employee of the City. The Service Provider and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Service Provider shall be responsible for the services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Service Provider shall supply all materials, equipment, and labor required for the services to be provided under this Contract. The Service Provider shall have ultimate control over the execution of the services. The Service Provider shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Service Provider or any of the Service Providers subcontractors.

D. The Service Provider must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Service Provider, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. Responsibility for damage claims (indemnification): Service Provider shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the Service Provider's negligent performance of the work, or by or on account of any claims or amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and his sureties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. Service Provider shall defend, indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by Service Provider's negligence.

F. **Release.** The Service Provider releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Service Provider or its employees and any loss of or damage to any property of the Service Provider or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Service Provider's negligent performance of the work. Both the City and the Service Provider expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

5. Termination

A. The City may terminate this Contract at any time upon **thirty (30)-calendar** days written notice. Upon the Service Provider's receipt of such notice, the Service Provider shall cease work immediately. The Service Provider shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the Service Provider fails to fulfill its obligations under this Contract, or if the Service Provider violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Service Provider **five (5)** calendar days written notice. The Service Provider will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Contract shall be construed to relieve the Service Provider of liability to the City for damages sustained by the City because of any breach of contract by the Service Provider. The City may withhold payments to the Service Provider for the purpose of setoff until the exact amount of damages due the City from the Service Provider is determined and paid.

6. Miscellaneous Terms

A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of Bryan

Attn: Larry Koeniger
P.O. Box 1000
Bryan, Texas 77805

The Service Provider: Bound to Stay Bound
Books, Inc.

Attn: Lori Smith
1880 West Morton
Jacksonville, Illinois 62650

C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. This Contract represents the entire and integrated agreement between the City and the Service provider and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

E. This Contract and all rights and obligations contained herein may not be assigned by the Service Provider without the prior written approval of the City.

F. The Service Provider, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Service Provider must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

G. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.



EXHIBIT A

CITY OF BRYAN
The Good Life, Texas Style

CITY OF BRYAN, TEXAS
PURCHASING DEPARTMENT
1309 E. MLK Street
Bryan, TX 77803
(979) 209-5500 fax: (979) 209-5507

REQUEST FOR BID

NO. 12-041

**“Annual Price Agreement for Library Books & Related
Materials for the Bryan+College Station Public Library System”**

POST DATE: July 13, 2012

**ELECTRONIC or SEALED BIDS TO BE SUBMITTED
BEFORE:
2:00p.m. CST, Tuesday, July 31, 2012**

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Bryan, including affiliations and business and financial relationships such persons may have with City of Bryan officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the new law are available at: http://www.bryantx.gov/departments/index.html?name=texas_ethics . If you are unable to obtain such information online, please contact the City of Bryan Purchasing Department, 1309 E. MLK St., Bryan, Texas 77803 or call (979)209-5500.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF BRYAN, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

Vendor Name: _____

BOUND TO STAY BOUND BOOKS



PURCHASING DEPARTMENT

July 23, 2012

ADDENDUM NO. 1

Addendum to City of Bryan Request Bid #12-041
"Annual Price Agreement for Library Books & Related Materials for the Bryan+College Station Public Library System"

Please be advised of the following changes to the Request for Bid as referenced above:

Delete: Tuesday, July 31, 2012 (in all places mentioned throughout the document)

Insert: Tuesday, August 7, 2012 (in all places mentioned throughout the document)

Page 12 - SPECIFICATIONS

Delete:

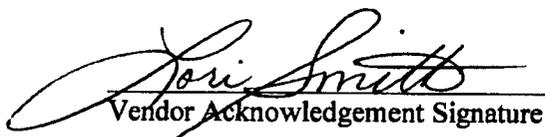
SCOPE OF BID: It is the intent of this bid to establish prices and/or discount amounts from vendors for the City of Bryan+College Station Public Library System for library materials, including: books, spoken word audio tape cassettes, spoken word audio compact discs, digital video discs, videocassetts, the processing of these materials and to enter into an annual contract with one or more vendors to supply said products.

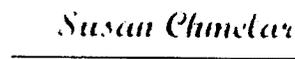
Insert:

SCOPE OF BID: It is the intent of this bid to establish prices and/or discount amounts from vendors for the City of Bryan+College Station Public Library System for library materials, including: books, highly technical/special work, publisher's bindings, ebooks, spoken word audio compact discs, digital video discs, Blu-ray, web records, theft detection, the processing of these materials and to enter into an annual contract with one or more vendors to supply said products.

END OF ADDENDUM

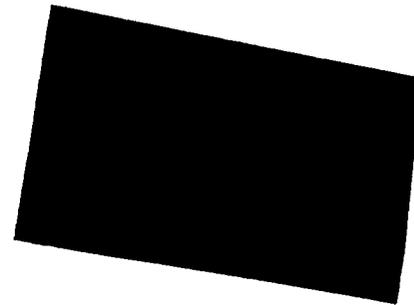
This addendum shall be signed and included with your response package as acknowledgement of the addendum. Failure to acknowledge and submit any addenda may be cause for the bid to be rejected. The City's decision to accept or reject a bid due to a failure to acknowledge and submit addenda shall be final.


Vendor Acknowledgement Signature


Susan Chmelar, Buyer

1309 E. Martin Luther King St. • Bryan, TX 77803
(979) 209-5500 • Fax: (979) 209-5507
<http://www.bryantx.gov/departments.?name=purchasing>

BOUND TO STAY BOUND BOOKS, INC.
1880 WEST MORTON
JACKSONVILLE, IL 62650-2697



PURCHASING DEPARTMENT

July 26, 2012

ADDENDUM NO. 2

Addendum to City of Bryan Request Bid #12-041
"Annual Price Agreement for Library Books & Related Materials for the Bryan+College Station Public Library System"

Please be advised of the following changes to the Request for Bid as referenced above:

Delete: On Page 13

3.0 Quantity: The City of Bryan estimates an annual expense of \$150,000 for library materials of which approximately 75% will be for general trade adult/juvenile books, 5% for technical and special works, 20% for, compact discs, ebooks, and DVD's and blu-rays for adults and juveniles. Quantities and estimates are included in this bid for informational purposes only and it is in no way a commitment by the City to purchase any given quantities or dollar amount during the term of the agreement or any extensions thereafter.

Insert:

3.0 Quantity: The City of Bryan estimates an annual expense of \$150,000 for library materials of which approximately 75% will be for general trade adult/juvenile books, 5% for technical and special works, 20% for, compact discs, DVD's and blu-rays for adults and juveniles. Quantities and estimates are included in this bid for informational purposes only and it is in no way a commitment by the City to purchase any given quantities or dollar amount during the term of the agreement or any extensions thereafter.

Delete: On Page 16

Remove all of : SECTION I: BOOKS & AUDIO/VISUAL MATERIALS

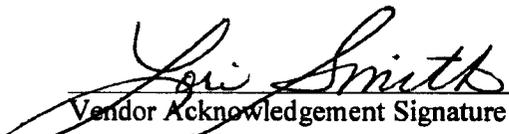
Insert: (See Page 2)

SECTION I: BOOKS & AUDIO/VISUAL MATERIALS

Item	Description	List Price Less Discount of %
a.	General Trade Books – Adult <i>(Including fiction/non-fiction which carry the full trade discount.)</i>	
b.	General Trade Books – Juvenile <i>(Including fiction/non-fiction which carry the full trade discount.)</i>	
c.	Highly Technical/Special Works <i>(Normally classified as “short discount” items.)</i>	
d.	Publisher’s Library Bindings	
e.	Mass Market Paperbacks – Adult <i>(Including fiction/non-fiction)</i>	
f.	Mass Market Paperbacks – Juvenile <i>(Including fiction/non-fiction)</i>	
g.	Audio Compact Discs <i>((Spoken word – unabridged)</i>	
h.	Digital Video Discs <i>(DVD format – feature length films)</i>	
i.	Blu-ray	
j.	Continuation Services Program <i>(Standing orders.)</i>	
k.	Flat Rate Discount <i>(To apply to all purchases in Items a. – j. Purchaser may elect to purchase with discounts quoted for items a. – k. or elect to accept the flat rate charge.)</i>	

END OF ADDENDUM

This addendum shall be signed and included with your response package as acknowledgement of the addendum. Failure to acknowledge and submit any addenda may be cause for the bid to be rejected. The City’s decision to accept or reject a bid due to a failure to acknowledge and submit addenda shall be final.


 Vendor Acknowledgement Signature

Susan Chmelar
 Susan Chmelar, Buyer

BOUND TO STAY BOUND BOOKS, INC.
1880 WEST MORTON
JACKSONVILLE, IL 62650-2697

Purchasing Department
 1309 E. Martin Luther King St. • Bryan, TX 77803
 (979) 209-5500 • Fax: (979) 209-5507

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INTRODUCTION

The City of Bryan is soliciting bids for Library Books and Related Materials for the Bryan+College Station Public Library System.

Electronic or Sealed bid packages for Bid #12-041 will be accepted until 2:00 p.m. CST, Tuesday, July 31, 2012 and publicly opened and read aloud immediately following the opening. Any bid received on or after 2:00 p.m. CST will be returned unopened. If sending Sealed bids, delivered to:

Susan Chmelar, Buyer
City of Bryan, Purchasing Department
1309 E. Martin Luther King St.
Bryan, Texas 77803
(P) 979.209.5555 (F) 979.209.5507
Schmelar@bryantx.gov

Plans, Specifications and Information for Bidders are on file and may be examined at the Purchasing Department Office at 1309 E. Martin Luther King Jr. Street, Bryan, Texas and may be obtained by downloading at <http://brazosbid.cstx.gov>.

The City believes that the data contained in these specifications is sufficient for the preparation of bids. Requests for additional information will be considered depending on the bid time frame and the availability of the requested information. Such information will be submitted to all known bidders simultaneously.

In order to ensure a fair and public bid process, all questions related to this Request for Bid shall be addressed in writing, via the Brazos Valley Online Bidding System (<http://brazosbid.cstx.gov/>) to the individual identified above prior to 10:00 a.m. CST on Monday, July 23, 2012. Contact with any City of Bryan employee or official is prohibited without prior written consent from the City Purchasing Agent. Failure to observe this requirement may be grounds for rejection of the Bid.

Bidders are required to submit one (1) original bid. Bids must be completed and *submitted on the forms found within the Specifications*. Incomplete bid forms will invalidate the bid and the bid will be rejected and returned to the bidder. The right to accept any bid, or to reject any or all Bids and to waive all formalities is hereby reserved by the City of Bryan, Texas.

SCHEDULE OF EVENTS

- Friday, July 13, 2012 - Post date/release bid request to vendors.
- Monday, July 23, 2012 @ 10:00 a.m. C.S.T. - Deadline for written requests for clarifications to the RFB.
- Tuesday, July 31, 2012 @ 2:00 p.m. C.S.T – Public bid opening. Any bid received on or after 2:00 p.m. CST will be returned unopened.
- Tuesday, September 18, 2012: Anticipated date of award.

TERMS AND CONDITIONS

Definitions

In order to simplify the language throughout this request for bids, the following definitions shall apply:

CITY - Same as City of Bryan.

CITY COUNCIL - The elected officials of the Cities of Bryan, Texas who have been given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and laws.

CONTRACT - An agreement between the City and a Vendor to furnish products over a designated period of time during which repeated purchases are made of the commodities specified.

VENDOR - The successful Bidder(s) of this bid request.

RFB - Request for Bids.

PROCUREMENT CARD - Chase-MasterCard

Instructions

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of Bryan Purchasing Department, unless otherwise specified elsewhere in this bid request.

Notification

The City of Bryan uses multiple channels for the notification and dissemination of all invitations to bid. Approved methods of dissemination include: City of Bryan website, the brazosbid website or the City of Bryan Purchasing office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your bid non-compliant. The City of Bryan accepts no responsibility for the receipt or notifications of solicitations through any other source.

Form

Sealed bids must be submitted on this form only. Bidders are required to submit one (1) original bid. All bids submitted must be itemized with prices extended when practical. **BIDDER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH BID OR PROPOSAL. FAXED BIDS ARE UNACCEPTABLE.**

Felony Conviction Notification

All bidders must submit with their bid the Felony Conviction Notification form if contained within this bid package. Failure to acknowledge and submit the completed Felony Conviction Notification form is sufficient cause for the bid to be rejected.

Bid Return

Bid must be uploaded to <http://brazosbid.cstx.gov> website or sealed. To ensure proper recognition upon its arrival, list the Vendor Name, Bid Name, and Bid Number on the outside of your envelope.

Late Bids

Bids must be received by the Purchasing Department prior to 2:00 p.m. CST on the date indicated on this form. Late bids will not be opened and will be returned to the bidder.

Acceptance

The City of Bryan reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for the City**. Causes for rejection of a bid may include but shall not be limited to the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with the City. Bidders may be disqualified and rejection of proposals may be recommended for any (but not limited to) of the following causes: 1) Failure to use the proposal form furnished by the Owner; 2) Lack of signature by an authorized representative on the proposal form; 3) Failure to properly complete the bid; 4) Evidence of collusion among proposers; 5) Omission of uncertified personal or company check as a proposal guarantee (**if Bid Bond required**); or 6) Unauthorized alteration of bid form. City reserves the right to waive any minor informality or irregularity.

All bidders are hereby notified that the City of Bryan shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the bidder as it relates to his ability to perform the contract for the City of Bryan, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the bidder's past performance under contracts with the City of Bryan and the bidder's compliance with City ordinances.

The City of Bryan, Texas is committed to obtaining its goods, products and services at the lowest price possible which benefits all the citizens of Bryan. Therefore, in order to accomplish this objective/goal, it is not the intention of the City neither to exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's names, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City of Bryan shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

"In literal compliance" in reference to standards and specifications shall mean the meeting or exceeding of all or nearly all of the said standards and specifications. If the City determines that standards and specifications are in literal compliance where not all standards and specifications have been met or exceeded, the City must base such a determination on its finding that any standards and specifications which have not been met or exceeded do not render the bidder product any less usable for the purpose for which it is intended.

Collusion

Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all proposals of that particular bid solicitation or request.

Irregular Bid Proposals

Bids will be considered irregular and may be rejected by the City of Bryan if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award providing the best value to the City.

Award of Contract

The bid award may be based on, but not necessarily limited to, the following factors:

- a. Conformity to specifications;
- b. the purchase price, including payment discount terms;
- c. the reputation of the bidder and of the bidder's goods or services;
- d. the quality of the bidder's goods or services;
- e. the extent to which the goods or services meet the City's needs;
- f. the bidder's past relationship with the City;
- g. delivery terms;
- h. payment terms;
- i. availability of repair and maintenance parts;
- j. financial condition;
- k. the total long-term cost to the City to acquire the bidder's goods or services; and
- l. any relevant criteria specifically listed in this request for bid.

The City prefers to award the entire contract to a single Contractor; although, the City reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

Financial Condition

Contractor must provide audited financial statements, if requested, to the City.

Term of Contract

This contract shall be effective for two years from date of acceptance and approval by the City Council of the City of Bryan.

Extension of Contract

The Parties shall have the option of extending this contract, subject to approval of funding and review of the service provided by the Contractor, for up to eight additional one-year terms. This action does not require specific City Council approval, provided the City Council has appropriated sufficient funds to satisfy the City's obligation during the renewal term. Contracts are extended upon mutual agreement of both Vendor and the City. The City of Bryan will not consider Contract extensions which include any increase in unit bid prices.

In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

Assignment of Contract

This contract cannot be transferred or assigned to another party without the written consent of the City's Purchasing Agent and may be subject to cancellation if such consent is requested.

Contract Termination

The City may terminate this Contract at any time upon **thirty (30)-calendar** days written notice. Upon the Service Provider's receipt of such notice, the Service Provider shall cease work immediately. The Service Provider shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Service Provider fails to fulfill its obligations under this Contract, or if the Service Provider violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Service Provider **five (5)** calendar days written notice. The Service Provider will be compensated for the services satisfactorily performed before the termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the bidder's list for receiving future bids.

No term or provision of this Contract shall be construed to relieve the Service Provider of liability to the City for damages sustained by the City because of any breach of contract by the Service Provider. The City may withhold payments to the Service Provider for the purpose of setoff until the exact amount of damages due the City from the Service Provider is determined and paid.

Reimbursements

There is no expressed or implied obligation for The City of Bryan to reimburse responding firms for any expenses incurred in preparing bids in response to this Request for Bids and City of Bryan will not reimburse responding firms for these expenses, nor will the City of Bryan pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Minority Owned Businesses

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race color, creed, sex, or national origin in consideration for an award.

City Ordinances

The City of Bryan also reserves the right to reject the bid of any bidder who is currently in violation of any City ordinance. The City may, at its option, choose to negotiate a settlement of the ordinance violation as a condition of the bid award.

Error-Quantity

Bids must be submitted on units of quantity specified. In the event of errors in extended prices, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

Quantities

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices.

Variations

Any variation from these specifications must be indicated on the bid sheet(s).

F.O.B.-Damage

Bids will not be considered unless bid F.O.B. delivered Bryan, Texas. If shipping costs are not included in the unit bid price, bidder must give exact delivery cost, which is to be prepaid or added to the invoice. The City of Bryan assumes no liability of goods delivered in a damaged or unacceptable condition.

Firm Prices

Bidders must hold bid prices firm for 90 days after the bid opening date to allow the City sufficient time to award a contract.

The parties agree that the supplier has based its bid on certain pricing assumptions of materials to be incorporated into the work specified herein. *However*, the market for products that are specified herein is considered by both parties to be volatile, and sudden price increases could occur that are beyond the control of the supplier, despite its best efforts. Therefore, the parties agree that if there is a bona fide increase to the supplier of the material(s) specified herein (not labor), the supplier may request an equitable adjustment to this contract based on the Producer Price Index for Intermediate Goods, Table B, as it appears in the "Summary Data from the Producer Price Index News Release" as published by the U.S. Department of Labor, Bureau of Labor Statistics. This index shall be referred to as the materials index.

Bids may only be adjusted semi-annually. Supplier(s) are required to give a 30 day written notice before price increases based upon the change in pricing assumptions.

The bid, as submitted herein, is considered the base price for the materials specified herein as of date of contract award and shall remain in effect for 6 months hereafter called the reference base period. Prices may be adjusted semi-annually in 6 months after contract award and on the anniversary after first 6 month consideration of each year, based upon the percent changes (whether up or down) in the special index specified herein. All calculations for the special index shall be based upon the latest versions of the Producer Price Index data published as of the six month interval and anniversary date.

Under no circumstances shall the bid prices increase, aggregately, more than eight percent (8%) during the course of the agreement and any subsequent renewals.

Any agreement awarded with an escalation clause shall be subject to de-escalation provisions in the same or similar manner in the event of cost reductions.

Cooperative Agreements

Successful bidder agrees to extend prices and terms to all governmental entities that has entered into, or will enter into, joint purchasing interlocal cooperation agreements with the City of Bryan.

Authorized Signature

Bids must show full firm name and mailing address of bidder and be manually signed by an authorized sales or quotation representative of the bidder. Firm name and authorized signature should appear on each page of bid where spaces are provided. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

Withdrawal-Alteration Of Bids

Bids cannot be altered after receiving time or opening time. No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the purchasing agent.

Lump Sum Bids

Lump sum bids will be considered only if unit prices are quoted also. However, the totals of such quoted unit prices and the lump sum bids will not be considered if the price quoted also involves prices of commodities requested on an entirely separate bid request.

All-Or-None Bids

All-or-none bids will be considered only if bidder quoted prices on all items requested. If a bidder desires the City to consider an all-or-none bid, it must be stated on the bid sheet(s). All-or-none bids will not be considered if prices quoted involved prices of items and services requested on an entirely separate bid request.

Payment Of Invoices

Invoices must be submitted by the successful bidder in duplicate to the City of Bryan, Finance Department, P.O. Box 1000, Bryan, Texas 77805, (979) 209-5080. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the later. All invoices shall be submitted in accordance with the bid unit prices. Invoices shall not contain work that was not satisfactorily completed. Repeated failure on the part of the Contractor to submit accurate invoices shall be sufficient cause to cancel the contract. The City will not be liable for payment of invoices received more than sixty (60) days after delivery of order, or completion of services.

Cash Discounts

Bidders may quote additional cash discount terms in the Cash Discount Column. If no discount is shown, prices are to be assumed net. Discount period to be started from the date of completion of entire order or date of receipt of invoice, whichever occurs last regardless of date of invoice.

Bids offering discounts for prompt payment via use of procurement card (Chase-MasterCard), or if invoice is paid within ten (10) days are encouraged.

Taxes

The City of Bryan is exempt from Federal Excise, State Sales and Transportation Taxes. TAX MUST NOT BE INCLUDED IN BID. The City upon request will execute Tax Exemption Certificates. The City of Bryan is statutorily exempt from State and Local Sales tax and a permit number is not required.

Delivery

Bids must show the number of consecutive calendar days required to deliver the materials, services or equipment under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding orders. If delivery is not made within ten (10) days after number of days specified on bid, entire order may be canceled and bidder's name removed from mailing list.

All deliveries are to be made to the address associated with the account for which the purchase is being made. Deliveries will be accepted only during normal working hours on normal working days. Unless otherwise indicated, items received must be new and in first-class condition. Types of materials normally packaged for protection and convenience in storage shall be in the proper containers.

Liability

The successful bidder shall be liable for all damages incurred while in the performance of services pursuant to this request.

Material Safety Data Sheets

MSDS's must be provided prior to or with receipt of order, and when revised. Containers must be properly labeled and identified in accordance with the OSHA Hazard Communication Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

Patents, Franchises, etc.

The successful bidder agrees to protect the City from any claim involving patent right infringements, copyrights or sales franchises.

Addenda

In the event of a needed change in the published bid documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Bidders are responsible for obtaining all published addenda from the City of Bryan Purchasing office or by downloading these documents from the City of Bryan website. The City assumes no responsibility for the Bidders failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

Pre-bid Conference

Pre-bid conferences are public meetings and all qualified contractors, subcontractors and material suppliers are strongly encouraged to attend. The intent of the conference is to inform bidders of the bidding requirements and the scope of services and to solicit questions and inquiries from potential bidders and suppliers. Attendance at the pre-bid conference is not mandatory. Any and all information provided by the City during the pre-bid conference will not be construed to be a revision or change of the bid documents. All revisions, changes and clarifications to the bid documents shall be formally executed in the form of a written addendum, published by the City of Bryan.

Fiscal Funding

The City of Bryan, Texas operates and is funded on a fiscal year basis; accordingly, the City reserves the right to terminate, without liability, any contract for which funding is not available. Renewal of contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The City reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

Court Jurisdiction

The City of Bryan and the successful Vendor will agree that the contract awarded from this Request for Bid shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in a state court of competent jurisdiction in Brazos County, Texas and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court not in Texas.

SPECIFICATIONS

RFB # 12-041

“Annual Price Agreement for Library Books & Related Materials for the Bryan+College Station Public Library System”

SCOPE OF BID: It is the intent of this bid to establish prices and/or discount amounts from vendors for the City of Bryan+College Station Public Library System for library materials, including: books, spoken word audio tape cassettes, spoken word audio compact discs, digital video discs, videocassettes, the processing of these materials and to enter into an annual contract with one or more vendors to supply said products. The following publications may be excluded from this contract:

- a. Encyclopedias
- b. Yearbooks
- c. Out-of-print books
- d. Subscriptions
- e. Publications of obscure or small presses
- f. Certain titles needed immediately
- g. Publications of National Geographic Society, H. W. Wilson, Gale, American Library Association, or other publishers who do not sell through vendors.
- h.. Other multimedia items not specified on the Bid Sheet.

1.0 Award of Bid: Will be based on price, discounts, availability of titles, past performance, references and the quality and capability of the online ordering system.

2.0 Rights Reserved: Under the terms and conditions of this contract, the City shall purchase its library materials from the successful vendor during the contract period, except the City reserves the right to purchase said materials from other vendors when they cannot be obtained from the successful vendor.

3.0 Quantity: The City of Bryan estimates an annual expense of \$150,000 for library materials of which approximately 75% will be for general trade adult/juvenile books, 5% for technical and special works, 20% for, compact discs, ebooks, and DVD's and blu-rays for adults and juveniles. Quantities and estimates are included in this bid for informational purposes only and it is in no way a commitment by the City to purchase any given quantities or dollar amount during the term of the agreement or any extensions thereafter.

4.0 Discounts/Prices Quoted: Discounts/prices shall be based on the publisher's list price not freight pass-through. All discounts/prices shall be firm and fixed for the duration of the contract. No minimum order quantity is to be required in order to receive discounts/prices bid. All discounts/prices quoted shall be FOB Destination.

5.0 Orders: The successful vendor must provide a computerized electronic ordering system for books, videos and other products available from the vendor that provides access and use of multiple cart functions, keyword searchable tables of contents and the ability to tailor title searches with sophisticated filters. Example of an electronic ordering system is Baker & Taylor's Title Source III.

5.1 The electronic ordering system must also provide the following:

- a. A secure, real-time ordering system accessible seven (7) days per week, (24) hours per day.
- b. Ability to search a database of at least three (3) million entries using a variety of searching techniques
- c. Ability to review product information and reviews
- d. Ability to view pre-publication information
- e. Continuations and standing order services
- f. Ability to view current inventory with discounts automatically calculated.
- g. Toll-free electronic transmission of orders.
- h. Immediate (automated) order confirmation.
- i. Display titles to be shipped and display back-ordered items.
- j. Online customer service capable of providing the status of any order, printing invoices and providing tracking information on all items in transit.
- k. Ability to print standard and customized reports, selection lists, confirmation reports and shipment receipt information.
- l. Order history information available for avoiding duplicate orders.
- j. The electronic ordering system must be fully supported by a staff of trained representatives in technical/electronic services. Staff must be accessible via e-mail and/or a toll-free telephone line.
- k. Ability to view stock information on all titles from multiple vendors. Lists of titles may be shared electronically among departments in the library system.
- l. As each title goes through its "life cycle" from inception to out-of-print status, the information for that title is continually updated.
- m. Cataloging data is provided by the Library of Congress. For titles not covered by the Library of Congress data is provided by a staff of professional catalogers. Annotations and Table of Contents information are obtained from and edited by the Library of Congress, Baker & Taylor publishers as well the direct review journals. Review citations are obtained from top domestic review journals. More than 1 million unique titles must be ordered by the vendor each year. The vendor must provide bibliographic information and digitized cover images for titles that have been shipped.
- n. Efficiency in information management through the availability of MARC record downloads via the Internet. This database must link to the library's online catalog in order to identify duplicate copies.
- o. Simultaneous user access and internal electronic transfer of information from staff member to staff member.

5.2 Right to Review: The City of Bryan shall have the privilege of ordering single copies of titles for review purpose. The City reserves the right to return such titles if they are determined to be unsatisfactory for purchase. Any such return shall be made at the expense of the City of Bryan within 30 days after receipt of each item with re-stocking charges (if any) to be paid by the City of Bryan.

5.3 Order Fulfillment: The successful vendor shall provide a broad spectrum of print and media in quantities to meet the needs of a large public library system. The successful vendor must be able to deliver orders within a reasonable time; this includes first shipments and entire orders. Delivery of in-stock materials shall be made within ten (10) business days after receipt of order. Backordered materials must be supplied within 90 calendar days after receipt of order. The City of Bryan shall have the option to cancel overdue orders at no additional cost to the City.

- 5.4 The successful vendor shall provide a Fund Control Service, guaranteeing not to exceed the maximum order value indicated on an order.
- 5.5 The successful vendor will supply the latest editions of titles ordered unless the library's order clearly specifies otherwise. If a title ordered in a given edition is in the process of being printed as a newer edition and has been announced for publication, the vendor will supply the new edition when published.
- 6.0 **Deliveries:** All deliveries are to be inside-delivery to the location specified at the time the order is placed. All deliveries are to be made between the hours of 8:00 a.m. – 5:00 p.m. CST, Monday through Friday, excluding holidays.
- 7.0 **Invoices:** Itemized invoices must accompany each shipment. Invoiced items shall be listed alphabetically by author for books and alphabetically by titles for other media. Additionally, all invoices must include: date of invoice, invoice number, purchase order number, number of items shipped, list price, discount, unit cost and total cost.
- 8.0 **Returns:** The successful vendor must permit the library to return an item for replacement that is found to be defective after ten (10) circulations at no cost to the City. Additionally, the vendor must allow return for credit or replacement, items damaged in transit, defective items and items different from those ordered within a thirty (30) day period at no cost to the City.
- 9.0 **Customer Service:** The successful vendor must assign one customer service representative to the City's account. The representative shall be readily accessible via toll-free telephone number or E-mail to assist City staff with orders, returns, inquiries and billing issues as needed.

BID SHEETS

(Page 1 of 8)

RFB #12-041

“Annual Price Agreement for Library Books & Related Materials for the Bryan+College Station Public Library System”**GENERAL****>>All bids must be in strict accordance with all terms, conditions and specifications within this Bid Request 12-041<<**

To be accepted, bidders must thoroughly complete all blanks in this section. (Please type or write legibly in ink.) Bidders must ensure that all calculations are correct. Calculation errors may be cause to reject a bid package. If there are discrepancies in unit price and total, *unit price* will prevail.

Bids are divided into three (3) sections. Bidders are not required to bid on all sections; however, bidders are required to bid on all items listed within the section they intend to bid. The City reserves the right to award all sections to a single bidder or award separate contracts to different bidders. The decision to award single or multiple contracts will be based on the City’s evaluation of the bids in order to determine the best value for the City. The decision of the City will be final.

SECTION I: BOOKS & AUDIO/VISUAL MATERIALS

Item	Description	List Price Less Discount of %
a.	General Trade Books – Adult <i>(Including fiction/non-fiction which carry the full trade discount.)</i>	NO BID
b.	General Trade Books – Juvenile <i>(Including fiction/non-fiction which carry the full trade discount.)</i>	NO BID
c.	Highly Technical/Special Works <i>(Normally classified as “short discount” items.)</i>	NO BID
d.	Publisher’s Library Bindings	NO BID
e.	Mass Market Paperbacks – Adult <i>(Including fiction/non-fiction)</i>	NO BID
f.	Mass Market Paperbacks – Juvenile <i>(Including fiction/non-fiction)</i>	NO BID
g.	ebooks	NO BID
h.	Audio Compact Discs <i>((Spoken word – unabridged)</i>	NO BID
i.	Digital Video Discs <i>(DVD format – feature length films)</i>	NO BID
j.	Blu-ray	NO BID
k.	Continuation Services Program <i>(Standing orders.)</i>	NO BID
l.	Flat Rate Discount <i>(To apply to all purchases in Items a. – k. Purchaser may elect to purchase with discounts quoted for items a. – j. or elect to accept the flat rate charge.)</i>	NO BID

BOUND TO STAY BOUND BOOKS

Company Name _____

SECTION II – JUVENILE PRE-BOUND BOOKS

Pre-bound books will be purchased from the successful bidder who is able to furnish them in Buckram A.L.A. Standard Bindings or a comparable binding guaranteed for at least 100 circulations.

Item	Description	List Price Less Discount of %
a.	Juvenile Pre-bound Books	30 **

Item	Description	Bid Price
b.	Pre-binding Charge Per Book	\$ 6.80

SECTION III – PROCESSING

Item	Description	Bid Price
a.	Marc Records on the Web <i>(Compatible with Polaris System)</i>	\$ NO CHARGE
b.	3M Tattle Tape – B1 or B2 <i>(Books: Theft Detection/security strip inserted in designated place.)</i>	\$.50
c.	3M Tattle Tape – DCD-2 <i>(Theft detection/security strip installed on one (1) CD in a Spoken Word CD set, as designated)</i>	\$ NO BID
d.	Custom Barcode <i>(In designated place on front of book and second barcode inside in designated place.)</i>	\$.20
e.	Mylar Jacket <i>(Attached per order specifications.)</i>	\$.65
f.	Spine Label <i>(In designated place.)</i>	\$ NO CHARGE
g.	Ownership label <i>(In designated place.)</i>	\$.20

DELIVERY REQUIREMENTS

Delivery
Delivery of in-stock materials shall be made within ten (10) business days after receipt of order. Backordered materials must be supplied within 90 calendar days after receipt of order.
REQUIRED: All transportation charges for Section I: Books and Audio/Visual Materials to be paid by: <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Purchaser

BOUND TO STAY BOUND BOOKS

Company Name _____

REF #12,041 - 16 of 26
 ** 30% DISCOUNT FROM PUBLISHER LIST PRICE IN EFFECT AT TIME OF SHIPMENT PLUS PREBINDING CHARGE OF \$6.80 PER BOOK FIRM THROUGH SEPTEMBER 18, 2014. SHORT DISCOUNT TITLES ARE REDUCED BY 10%. (DEDUCT 40¢ FROM BTSB CATALOG PRICE.)

METHOD OF PAYMENT

METHOD OF PAYMENT:

1) **PAYMENT TERMS:** Net 30 (Vendor paid within 30 days of invoice or receipt of goods accepted in good order.)

2) **PROMPT PAYMENT DISCOUNT:** N/A % within 10 days (e. g. 1%, 2%, 5%)

3) **ELECTRONIC FUNDS TRANSFER DISCOUNT** _____ **YES** **NO**

--If "Yes" discount offered: _____ % (e.g. 1%, 2%, 5%)

Company Name BOUND TO STAY BOUND BOOKS

QUESTIONNAIRE & DATA SHEET

Bid Sheets – Cont. (Page 4 of 8)

Bidders must provide the information requested on this data sheet as this information will be evaluated and given much consideration in making a recommendation for award of bid. Failure to respond or complete this form may be considered just cause to disregard the bid.

- 1. Number of titles warehoused: 18,000
- 2. Number of volumes warehoused: 1,500,000
- 3. Number of titles in your database: 18,000
- 4. Number of publishers represented: 150+
- 5. Upon request, bidders may be required to submit a list of publishers represented for English-language books and/or media items. Bidder is capable of complying with this request:
 Yes No
- 6. Upon request, bidders may be required to submit a list of publishers represented for Spanish-language books and/or media items; including: small presses and foreign language presses. Bidder is capable of complying with this request: Yes No
- 7. Does your firm offer an online electronic ordering system equal to or better than the ordering system described in this bid request? Yes No
- 8. List the web address to access the online ordering system: www.btsb.com
- 9. Are there any fees associated with using the online electronic ordering system? If yes, please explain and list the cost(s) in the space provided below. Yes No

10. Please provide contact information for Sales/Customer Service Support. (Contact names, toll free telephone numbers, fax numbers and/ or E-mail addresses)

CUSTOMER SUPPORT REP – LINDA PRICE lprice@btsb.com

TELEPHONE: 800/637-6856, EXT. 3119 FAX: 800/747-2872

SALES REP: MILTON VAN DUSEN mvandusen@btsb.com

TELEPHONE: 800/637-6586, VOICE MAIL #3530 FAX: 800/747-2872

BOUND TO STAY BOUND BOOKS

Company Name _____

Bid Sheet – Cont. (Page 5 of 8)

11. Please provide contact information for Technical Support for the online ordering system.
(Contact names, toll free telephone numbers, fax numbers and/or E-mail addresses)

TECH SUPPORT: LINDA PRICE lprice@btsb.com

TELEPHONE: 800/637-6586, EXT. 3119 FAX: 800/747-2872

Company Name BOUND TO STAY BOUND BOOKS

FELONY CONVICTION NOTIFICATION

Bid Sheet – Cont. (Page 6 of 8)

Any person and/or business entity that enters into a contract with the City of Bryan must give advance notice to the City if any employee or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role that the employee, owner, or operator will perform in executing the contract. The City may require substitution of employees in the performance of the contract.

The City may terminate a contract with a person or business entity if the City determines that the person or business entity failed to give notice as required by this clause, misrepresented the conduct resulting in the conviction, or failed to substitute personnel at City's request.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name:

BOUND TO STAY BOUND BOOKS, INC.

7/19/12

Authorized Company Official's Name (Printed)

Date

A. My firm is not owned or operated by anyone who has been convicted of a felony nor does it have any employees who have been convicted of a felony:

Signature of Company Official:

[Handwritten Signature: Lori Smith]

B. My firm has employee(s) or is owned or operated by the following individual(s) who has/have been convicted of a felony:

Signature of Company Official:

C. Provide a general description of the conduct resulting in the conviction of a felony.

Signature of Company Official:

D. Describe the role that the person(s) convicted of a felony will play in the performance of the contract.

Signature of Company Official:

CLIENT REFERENCES

Bid Sheets - Cont. (Page 7 of 8)

References: The City of Bryan will conduct reference checks as needed to evaluate bids. The City may contact those listed, and inclusion of this listing in your bid is agreement that the City may contact the named reference. The City reserves the right to contact other companies or individuals that can provide information to the City that will assist the City in fully evaluating the Service Provider.

All reference checks must show that the successful bidder is in good standing with their current and previous customers. All bidders are required to provide a **minimum of five (5)** reference(s) from current and recent clients of similar size (and/or projects recently completed of similar size and scope.)

COMPANY NAME: AMARILLO PUBLIC LIBRARY
CONTACT: JOSH WILSON
ADDRESS: 413 S.E. 4TH AVENUE AMARILLO, TX 79101
PHONE #/FAX#/E-MAIL: 806/378-3054/ 806/378-9327 / josh.wilson@amarillolibrary.org

COMPANY NAME: COUNTY OF HENRICO PUBLIC LIBRARY
CONTACT: JANE SUMPTER
ADDRESS: 1001 NORTH LABURNUM AVENUE HENRICO, VA 23223
PHONE #/FAX#/E-MAIL: 804/652-3200/ 804/222-5566 / jsumpter@henrico.lib.va.us

COMPANY NAME: EAST BATON ROUGE PARISH LIBRARY
CONTACT: PABBY ARNOLD
ADDRESS: 7711 GOODWOOD BOULEVARD BATON ROUGE, LA 70806
PHONE #/FAX#/E-MAIL: 225/231/3760/ 225/231-3788 / parnold@ebr.lib.la.us

COMPANY NAME: JOHNSON COUNTY LIBRARY
CONTACT: LACIE GRIFFIN
ADDRESS: 9875 WEST 87TH STREET SHAWNEE MISSION, KS 66212
PHONE #/FAX#/E-MAIL: 913/826-4475/ 913/826-4500 / griffinl@jocolibrary.org

COMPANY NAME: MONTGOMERY COUNTY MEMORIAL LIBRARY
CONTACT: LAURA HARPER
ADDRESS: 1041 I-45 NORTH CONROE, TX 77301
PHONE #/FAX#/E-MAIL: 936/788-8377/ 936/788-8398 / laura.harper@countylibrary.org

CERTIFICATION OF BID

Bid Sheets - Cont. (Page 8 of 8)

CERTIFICATION and AUTHORIZATION:

RFB #12-041

"Annual Price Agreement for Library Books & Related Materials for the Bryan+College Station Public Library System"

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid.

Signed By: *Lori Smith* Title: MANAGER/CUSTOMER SATISFACTION

Typed Name: LORI SMITH Company Name: BOUND TO STAY BOUND BOOKS, INC.

Phone No.: 800/637-6586 Fax No.: 800/747-2872

Email: btsb@btsb.com

Bid Address: 1880 WEST MORTON JACKSONVILLE, IL 62650
P.O. Box or Street City State Zip

Order Address: SAME
P.O. Box or Street City State Zip

Remit Address: SAME
P.O. Box or Street City State Zip

Federal Tax ID No.: 37-0439010

Date: 7/19/12

**CONTRACT FOR "Annual Price Agreement for Library Books & Related Materials for the
Bryan+College Station Public Library System"
RFB #12-041**

This Contract, dated _____, 2012, is between the City of Bryan, a Texas home-rule municipal corporation, (the City) and _____ (the Service Provider), whereby the Service Provider agrees to provide the City with certain services as described herein and the City agrees to pay the Service Provider for those services.

1. Scope of Services

In consideration of the compensation stated in **paragraph 2**, the Service Provider agrees to provide the City with the services as described in Exhibit A, RFB # 12-041, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

**"Annual Price Agreement for Library Books & Related Materials for the Bryan+College Station
Public Library System"**

2. Payment

In consideration of the Service Providers provision of the services in compliance with all terms and conditions of this Contract, the City shall pay the Service Provider according to the terms set forth in Exhibit B, Bid Forms. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all services provided under this Contract may not exceed \$ _____.

3. Time of Performance

A. All work and services provided under this Contract must be completed according to the Scope of Services described in Exhibit A, RFB #12-041.

B. **Time is of the essence of this Contract.** The Service Provider shall be prepared to provide the services in the most expedient and efficient manner possible in order to complete the work by the times specified and described in Exhibit A, RFB #12-041.

4. Warranty, Indemnification & Release

A. As an experienced and qualified Service Provider, the Service Provider agrees that the services provided by the Service Provider reflect the professional and industry standards, procedures, and performances. The Service Provider agrees the selection and supervision of personnel, and the performance of services under this Contract, will be pursuant to the standard of performance in the profession. The Service Provider agrees that the Service Provider will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Service Provider, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy, competency and quality of the services provided, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid services provided by the Service Provider, its employees, associates, agents, or subcontractors.

B. The Service Provider shall promptly correct any defective work furnished by the Service Provider at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the services hereunder itself shall in no way alter the Service Providers obligations or the City's rights hereunder.

C. In all activities or services performed hereunder, the Service Provider is an independent contractor and not an agent or employee of the City. The Service Provider and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Service Provider shall be responsible for the services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Service Provider shall supply all materials, equipment, and labor required for the services to be provided under this Contract. The Service Provider shall have ultimate control over the execution of the services. The Service Provider shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Service Provider or any of the Service Providers subcontractors.

D. The Service Provider must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, invitees, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Service Provider, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. **Responsibility for damages (indemnification).** Service Provider shall defend, indemnify and save harmless the City and its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the Service Provider's negligent performance of the work, or by or on account of any claims or amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and his assets shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. Service Provider shall defend, indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by Service Provider's negligence.

F. **Release.** The Service Provider releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Service Provider or its employees and any loss of or damage to any property of the Service Provider or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Service Provider's negligent performance of the work. Both the City and the Service Provider expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

5. Termination

A. The City may terminate this Contract at any time upon **thirty (30)-calendar** days written notice. Upon the Service Provider's receipt of such notice, the Service Provider shall cease work immediately. The Service Provider shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the Service Provider fails to fulfill its obligations under this Contract, or if the Service Provider violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Service Provider **five (5)** calendar days written notice. The Service Provider will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Contract shall be construed to relieve the Service Provider of liability to the City for damages sustained by the City because of any breach of contract by the Service Provider. The City may withhold payments to the Service Provider for the purpose of setoff until the exact amount of damages due the City from the Service Provider is determined and paid.

6. Miscellaneous Terms

A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas. Venue for any lawsuit arising out of this Contract shall be in any court having jurisdiction in Brazos County, Texas.

B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of Bryan
Attn: City Manager
P.O. Box 1000
Bryan, Texas 77805

The Service Provider:

C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. This Contract represents the entire and integrated agreement between the City and the Service provider and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

E. This Contract and all rights and obligations contained herein may not be assigned by the Service Provider without the prior written approval of the City.

F. The Service Provider, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Service Provider must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

G. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

CITY OF BRYAN:

Jason P. Bienski, Mayor

Date: _____

APPROVED AS TO FORM:

Janis Hampton, City Attorney

Date: _____

ATTEST:

Mary L. Stratta, City Secretary

Date: _____

SERVICE PROVIDER:

By: _____

(Service Provider - Corporate Seal)

Printed Name: _____

Title: _____

Date: _____

STATE OF TEXAS

§

ACKNOWLEDGEMENT

COUNTY OF _____

§

This instrument was acknowledged before me on the _____ day of _____, 2012, by
_____ on behalf of _____.

Notary Public in and for
The State of Texas



Bound to Stay Bound Books, Inc.

1880 West Morton
Jacksonville, Illinois 62650-2619
Phone: (800) 637-6586 Fax: (800) 747-2872

July 19, 2012

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OUR PROCESSED BOOKS that are marked in any way can be returned only if there is an imperfection in the binding, processing, or printing.

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We pay SHIPPING CHARGES on all shipments within the continental United States. First shipment within 15 days after receipt of order.

No subcontractors will be used for any aspect of this contract.

Lori Smith, Manager
Customer Satisfaction