



September 29, 2016

Ms. Suzi Brooks  
Sr. Procurement Specialist  
City of Chula Vista  
Finance Department / Purchasing Division  
276 Fourth Avenue  
Building A  
Chula Vista, CA 91910

**RE: Library Books and Audio-Visual Materials  
RFP P05-16/17**

**DUE: October 3, 2016 at 11:00am**

Dear Ms. Brooks:

Thank you for allowing Baker & Taylor the opportunity to respond to this Request for Proposal. We have reviewed the requirements in detail and are confident we can satisfy the specifications of the City of Chula Vista. Any clarifications are listed on the attached pages, following the format of the RFP document. Please accept this letter and our response as part of Baker & Taylor's comprehensive proposal, to be incorporated as part of any award agreement.

Per page 8, Public Disclosure, Baker & Taylor's bid does not contain information that falls into an exemption under Government Code Sections 6254 - 6255. Our bid does not contain confidential data.

Should you have any questions upon reviewing our response, please contact me and I will be pleased to answer any questions or clarify any information:

Jennifer Rhyne  
2550 W. Tyvola Road, Suite 300  
Charlotte, NC 28217  
(800) 775-7930, ext. 3248  
FAX: 704-998-3260  
E-mail: [Jennifer.rhyne@baker-taylor.com](mailto:Jennifer.rhyne@baker-taylor.com)

Thank you for your consideration. We look forward to your response to our proposal.

Sincerely,

Jennifer Rhyne  
Sr. Pricing Analyst

Lee Ann Queen  
Lee Ann Queen  
Director - Pricing Services

## PROPOSAL FORM

### Items 1-7, 8A

Baker & Taylor is pleased to offer the discount terms and conditions of sale outlined on the Proposal Form and **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 Chula Vista 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.

### Item 8 B & C

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. Please see the Proposal Form and **Attachment A-2** for the discounts available to the City of Chula Vista.

*The Library is a current subscriber to our Title Source bibliographic database. Please use your existing ID in conjunction with the terms outlined on Attachment A and A-2 to assist in the evaluation of our proposal.*

## Interface and Electronic Links

### **View, Download, and Print Invoices and Statements/Status of Existing Orders**

#### ***Online Customer Support***

Online Customer Support (OCS) is available to the City of Chula Vista via our website at [www.btol.com](http://www.btol.com) <<http://www.btol.com>>. OCS is Baker & Taylor's **free** web-based account management system. OCS'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, warehouse location, quantities and prices, and shipping details. There's even an option that helps you print invoices and order details for your records.

#### **Online Ordering Tool**

#### **Title Source (Subscription Service)**

Baker & Taylor's The Title Source is the most extensive database of bibliographic acquisitions information for U.S. publications. 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.

Our proprietary database contains detailed, comprehensive, up-to-date information on over 7.7 million book titles, 265,000 video titles, and 723,000 music titles. In addition, it contains over

- 5.2 million annotations
- 5.7 million book covers in full color
- 1.3 million Tables of Contents

860,000 full text reviews – (available with premium service)  
(including *Kirkus, Library Journal, Publisher's Weekly, School Library Journal, Video Librarian, Horn Book, Choice, VOYA, BookPage, Foreward, AudioFile, and E-Streams*)

You can search tables of contents and annotations with easy-to-use search index headings to help you zero in on the perfect title. Additionally, users may view book excerpts, and create, share, and transfer multiple carts.

Brief MARC associated with titles selected for order may be uploaded to any compatible ILS as order records, or, orders may be placed directly from TS. Electronic confirmation is available for either order method.

***Baker & Taylor is pleased to offer Title Source to the City of Chula Vista FREE OF CHARGE. This configuration includes one administrative ID, four (4) additional user IDs, and grid ordering.***

#### **Electronic Interface with Sierra**

Baker & Taylor's systems support electronic ordering, order confirmation, and invoicing with Innovative Interfaces Sierra system.

#### **Fulfillment and Delivery**

##### ***Street Date Receipt for Bestseller Material***

Baker & Taylor's pre-publication ordering program accepts early orders for highly anticipated, high-demand titles and delivers the titles on or before the general release date (street date). Pre-publication orders are backordered on your account and stock is then reserved for your order. Electronic orders will receive a confirmation within minutes of order placement.

In order to receive these titles prior to street date, please place orders at least 4 weeks prior to the scheduled publication date.

##### ***Before On-Sale Shipping***

Baker & Taylor's **Before On-Sale Shipping** program (**BOSS**) allows you to check inventory of Not Yet Published titles in Title Source up to 2 weeks prior to on-sale date. Title Source will display stock levels when inventory is initially received by Baker & Taylor. This benefit allows you to place your orders knowing product is available. You will receive a confirmation that your quantity has been reserved and Baker & Taylor will ship as allowed by the publishers' guidelines. Please note that titles will still have a Not Yet Published status code even though they are available for shipment.

##### ***Delivery***

In-stock items requiring only a mylar jacket or case are shipped within one day of receipt of order (delivered within 2-3 days). Items requiring additional techXpress cataloging/processing services will be shipped within 3-5 days of receipt of order (delivered within 7-8 days).

The average initial fill rate (within 5-7 days of receipt of order) is 88%-90%. The average fill rate within 30 days of receipt of order is 90%-96%. The rate within 90 days of receipt of order is 97%-100%. These statistics are based upon orders for in-print and available material.

##### ***Backorders***

Please note there is no minimum order size required to allow backorders.

Our Buying staff places orders at least once every 2 weeks with all large and medium-sized publishing houses to maintain appropriate inventory levels.

### ***Rush Orders***

Please note there is no minimum order size required for rush orders.

Rush orders are available, however, overnight delivery charges, if requested, will be the responsibility of the City of Chula Vista.

### ***Multiple Copies***

Our standard procedure, to facilitate your receipt of materials, is to ship any items available in stock. Items not in stock are immediately backordered.

Upon request, an order for multiple copies of a title may be held in reserve until all copies are available for shipment

The Library may opt to receive partial quantities or to receive full quantities only.

### ***Other Fulfillment and Delivery Mechanisms***

Please see Library Services for information on our automatic shipment programs.

### **Customer Service**

Your Library Sales Consultant, Janice Lentz, will be able to assist you on a local basis to insure accurate order and service fulfillment. Janice can be reached by calling (800) 775-7930, ext. 1450. Your Customer Service Representatives are also available to answer any questions you may have:

Book & Spoken Word Audio  
Donna Elam  
(800) 775-1200, ext. 2746  
[Donna.elam@baker-taylor.com](mailto:Donna.elam@baker-taylor.com)

Audio Visual Materials  
Bob Williams  
(800) 775-2600, ext. 5815  
[Robert.williams@baker-taylor.com](mailto:Robert.williams@baker-taylor.com)

### **Sustainability Efforts (Environmental Responsibility)**

Baker & Taylor office locations actively recycle paper/newsprint, cardboard, glass, aluminum, plastic, batteries, and printer cartridges.

### **Payment Terms**

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

### **GENERAL CONDITIONS**

#### **Period of Coverage and Option Renewals**

Contract period will be as stated. Baker & Taylor reserves the right to renew the terms and conditions of the contract if mutually agreeable to the contracting parties.

#### **Percentage Discounts**

The discounts extended to the City of Chula Vista by Baker & Taylor will remain firm throughout the contract period, however publishers'/manufacturers' list prices are subject to change. Your discount will be applied to the publishers'/manufacturers' list price at the time of shipment.

#### **Price Lists**

Please see our Title Source website for the most current title and pricing information. Specialty title lists (honors and awards / current topic) are available on the site. Prepublication title listings are available in print and electronically via our website [www.baker-taylor.com](http://www.baker-taylor.com). From the top horizontal bar, select "Libraries"; then "Public Libraries". From the left side bar, select "Publications".

Please see **Attachment E** for a full description of these publications/lists. Please see our response to "Library Services", for more information on our Collection Development Services.

**Award**

Understood.

**Evaluation**

Understood.

**Estimated Quantities**

Understood.

**Delivery**

Baker & Taylor will provide all books **F.O.B. Destination** with **Free Shipping** from your primary service center in Reno, NV. As a courtesy, Baker & Taylor will extend the library's discount plan to staff accounts (personal use), however all staff account orders will be delivered **F.O.B. Shipping Point, Charge Shipping** and will be taxed appropriately.

In an effort to expedite your shipments, Baker & Taylor has developed a detailed packing list (enclosed with each shipment) which enables the library to check in the order title by title. Titles are listed alphabetically, by title.

Baker & Taylor's shipping label includes the pack date, freight carrier, account number, B&T picklist number, carton number and individual carton weight. Purchase order number appears only in those instances where the shipment contents are associated with a single purchase order. Each carton in a shipment is numbered, and the final carton also indicates total carton count (e.g. 1,2,3, and 4 of 4).

A packing list and shipping label are generated for each carton shipped.

Invoices and packing lists contain all of the information requested, with the exception of quantity ordered. Our documents reflect the quantity shipped. Items ordered but not yet shipped will appear on your status report.

**Invoices**

Invoices contain all of the information requested here and in the "Delivery" section, with the exception of "Quantity Ordered". Invoices will reflect Quantity Shipped. Baker & Taylor invoices can list titles alphabetically by author or title, or in the same sequence as the original purchase order. Invoices will be enclosed with shipment.

**Percentage Discount Prices**

Agreed.

**Minimums**

Baker & Taylor does not have a minimum order requirement; proposed discounts are available for any order size.

**Cancellations**

**Paragraph 1**

Items ordered but not yet shipped will be listed on our status report, which will accompany your invoice. Status reports will include backordered items, as well as explanations for cancelled or publisher direct items when the information is available. Interim status reports can be requested from your Customer

Service representative. Please note, the status of any product ordered may be viewed online, at any time, via our Online Customer Support site.

**Paragraph 2**

Understood

**Paragraph 3**

Please see Paragraph 1.

**Paragraph 4**

Status reports contain all of the information requested in Item 4. "Price" is publisher list price.

**Paragraphs 5/6**

Baker & Taylor will honor the cancellation period as established by the Library. Cancelled items will be reported via status report.

**Paragraphs 7/8/9**

Any items ordered, but not yet filled, may be cancelled by the Library. Please contact Customer Service for assistance.

**Claims**

Agreed.

**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 your Customer Service Representative within the time period specified to obtain an authorization number for your return.

**Materials Processing**

In addition to the discounts extended by Baker & Taylor, Baker & Taylor would like to extend the following pricing for processing services:

<b>CATALOGING AND PROCESSING</b>	
MYLAR JACKET	
-loose	<b>\$.55/unit</b>
-glued	<b>\$.59/unit</b>
-taped	<b>\$.64/unit</b>
Plastic Laminate for Paperback Cover Reinforcement	<b>\$1.99/unit</b>
Spine Label	<b>\$0.15/label</b>
Customer Supplied Stamp	<b>\$0.10/location</b>
Barcode Label	
-B&T supplied	<b>\$0.15/label</b>
-customer supplied	<b>\$0.10/label</b>
Repackage Spoken Word Audio CD (includes binder with inserts, cut and insert manufacturer artwork, and ownership label)	<b>\$2.99/unit</b>
Application of Library Supplied RFID (non-programmed, non-linked)	<b>\$0.25/unit</b>

## **Library Services**

### ***Access to Inventory***

Our Title Source website provides searchable access to available titles and inventory information. Please see "Proposal Form" Interface and Electronic Links, for information on the site.

### ***Continuation Services (traditional reference, series-driven profiles)***

Please see Baker & Taylor's **Attachment F** for a description of our program and of our COMPASS profile management tool. COMPASS is available free of charge.

### ***Automatic Order and Shipment Programs***

#### ***Automatically Yours (author-driven profiles)***

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 outlined on **Attachment A** 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.

**Box Office** - 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. Welcome to 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 2135.

#### **Hot Hits – Standing Order Program**

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 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
_____	Country
_____	World
_____	Soundtrack
_____	Jazz
_____	Rock
_____	Latin
_____	Rap
_____	New Age
_____	Blues
_____	Classical
_____	Pop
_____	R & B
_____	Reggae
_____	Parental Advisory
_____	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.

### ***Collection Development Services***

Baker & Taylor collection management librarians have extensive experience working in library collection development and/or technical services before their employment with Baker & Taylor. Our management team has created this organization carefully, recruiting librarians with a wide range of complementary, specialized subject knowledge, representing different sized institutions and a range of geographic regions.

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

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

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

- Academia
- Adult Fiction and Non-Fiction
- Children's Fiction and Non-Fiction
- Spanish Language Fiction and Non-Fiction
- Spoken Word Audio



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

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

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

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

#### **Award Winners**

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

#### **New Release, by Genre**

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

#### **Current Topic**

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

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

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

- Grammy Award Winners
- Notable Artists

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

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

#### **Top 200 Albums**

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

## Rolling Stone's Top 500 Greatest Albums of All Time

### **The Core List for Libraries**

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

### ***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.

#### 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 *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.

### ***E-Book Services***

Axis 360 (Digital Media Platform) provides libraries with a state-of-the-art system for circulating digital content. 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 G** 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 the enclosed brochures for details.

### ***Book Leasing (subscription service)***

Baker & Taylor's **Book Leasing** program is a great way to temporarily increase your library's number of popular books with the ability to return them when patron demand has subsided.

When you begin using our Book Leasing service, your library will build its own collection by retaining books ordered through the Monthly New Book Quota until your collection reaches its proper size. Each month, a pre-publication title list will be sent to you so that you may choose the titles you'd like to receive. All of your requested books will arrive shelf-ready, with all cataloging and processing completed to your specifications.

#### Popular Title Book Leasing

Our **Popular Title Book Leasing** program includes all of the most popular fiction, nonfiction, large print and Spanish titles. Baker & Taylor issues a monthly prepublication acquisitions list of titles that are available through our Book Leasing program. The **Book Leasing Title Lists** are published online.

#### Computer Book Leasing

A comprehensive pre-publication list of new computer titles. This plan ensures that you receive the latest computer and technology related books at your library. The CompuBook Title Lists are published online.

### ***DVD Leasing (subscription service)***

Baker & Taylor offers a DVD Lease Plan that enables libraries to have the most popular DVD titles available to meet patron demand during peak periods. The DVD Lease Plan is a great way to temporarily increase your library's number of popular DVDs with the ability to return them when patron demand has subsided.

The DVD Lease Plan enables your library to commit funds for DVD purchases at the beginning of the budget cycle while allowing selectors the freedom to choose titles over the duration of the lease period

Baker & Taylor issues a monthly title list for **DVD Leasing** that includes the most popular DVD titles released during that month for you to use to make your DVD Lease Plan selections.

### ***New Publication Awareness / Book Jacket Images***

Pre-publication information is available via our Title Source site; title listings are available in a cart format and in online catalog listings. Title Source contains over 5.7 million jacket images.

### **Dedicated Staff**

Your Library Sales Consultant, Janice Lentz, will be able to assist you on a local basis to insure accurate order and service fulfillment. Janice can be reached by calling (800) 775-7930, ext. 1450. Your Customer Service Representatives are also available to answer any questions you may have:

Book & Spoken Word Audio  
Donna Elam  
(800) 775-1200, ext. 2746  
[Donna.elam@baker-taylor.com](mailto:Donna.elam@baker-taylor.com)

Audio Visual Materials  
Bob Williams  
(800) 775-2600, ext. 5815  
[Robert.williams@baker-taylor.com](mailto:Robert.williams@baker-taylor.com)

### **Off Contract Purchases**

Understood.

## GENERAL PROVISIONS

Please see below for clarifications to General Provisions.

### 7. Firm Prices

The discounts extended to the City of Chula Vista by Baker & Taylor will remain firm throughout the contract period, however publishers'/manufacturers' list prices are subject to change. Your discount will be applied to the publishers'/manufacturers' list price at the time of shipment.

### 26. Insurance

Please see the enclosed Certificate of Insurance as requested, **Attachment H**.

### 28. Award of Contract

- e. If notification of award is by purchase order only, please send the first purchase order to the following address so that we may correctly adjust the discounts according to the terms of this bid:

Baker & Taylor, LLC  
Attn: Pricing Services  
2550 W. Tyvola Road, Suite 300  
Charlotte, NC 28217

### 32. Discounts

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

### 34. Inspection and Acceptance

Please see the enclosed Return Policies (**Attachment D**) for details.

### 35. Lost and Damaged Shipments

Please see Item 34 above for information.

### 37. Document Ownership

Our Title Source and COMPASS websites are solely the property of Baker & Taylor and may not be modified.

## ATTACHMENT A – SAMPLE AGREEMENT

Please see below for clarifications to provisions:

### 2. Compensation

#### 2.2 Detailed Invoice

Invoices are generated with each shipment of goods, rather than on a monthly basis. Payment terms are Net 30 days from the date of each invoice.

#### 2.4 Retention Policy

Per Addendum 2, this provision is not applicable.

**Baker & Taylor**  
**Discount Terms and Conditions of Sale (Firm Order Print Book)**  
**City of Chula Vista**  
**Chula Vista, CA**

Baker & Taylor 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 (a)	Price Indicator	Discount	
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction, and may include some spoken word audio)	0 - (zero) (Hardcover Trade Editions) C - (Hardcover Computer Books)	46.0%	
II.	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction)	J	46.0%	
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	B - (Paperback Trade Editions) C - (Paperback Computer Books)	1-4 copies/title 40.0% 5+ copies/title 41.5%	
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	G	1-4 copies/title 40.0% 5+ copies/title 41.5%	
V.	Mass Market Paperback Editions	P	1-4 copies/title 40.0% 5+ copies/title 41.5%	
VI.	Single Edition Reinforced (Juvenile)	R	22.5%	
VII.	Publisher's Library Edition (Juvenile)	Z	22.5%	
VIII.	University Press Trade Editions (may be of any binding and include some spoken word audio)	A	10.0 %	
IX.	Text, Technical, Reference, Professional Medical, Small Press, some University Press titles (excluding University Press Trade Editions) and/or Titles of Limited Demand (may be of any binding and include some spoken word audio)	S/X/N - (Text, Technical, or Reference Editions)  L - (Hardcover Editions from Small Press and Hardcover Titles of Limited Demand—primarily Adult)  7 - (Hardcover Titles of Limited Demand—primarily Juvenile)  M - (Paperback Editions from Small Press and Paperback Titles of Limited Demand—primarily Adult)  1 - (Paperback Titles of Limited Demand—primarily Juvenile)  T/U/V/W/4/Letter O - (Specialty Textbooks) 5/6/8 - (Professional Medical Titles)	S = 10.0 % X = 10.0 % N = 0.0 % (b) L = 10.0 % (c)(d) 7 = 22.5% (d) M = 10.0 % (c)(d) 1 = 22.5% (d) T = 0.0 % U = 0.0 % V = 0.0 % W = 0.0 %	4 = 10.0%  Letter O = 10.0 %  5 = 0.0 % 6 = 0.0 % 8 = 0.0 %
X.	Imported English and Non-English Language Editions	F/K/3	0.0 %	
XI.	Enhanced Service Program	Y / Q	0.0 % plus \$4.95/unit (e)	
XII.	Spoken Word Audio	H	45.0%	
XIII.	Board Books	I	40.0 %	
XIV.	Novelty Items/Activity Books	I	40.0 %	
XV.	Special Programs, such as: - PawPrints Editions - Turtleback Editions - Playaway Audio Editions	D E All Playaway Audio editions	D = 0.0 % E = 22.5 % 24.0 %	

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.

**Baker & Taylor**  
**Discount Terms and Conditions of Sale**

- (b) Titles which receive minimal publisher discount will be invoiced at publisher's list price.
- (c) Represents publishers with limited sales volume, based upon a semi-annual review. These titles may be of any binding type or publisher of origin.
- (d) Represents individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). These titles may be of any binding type or publisher of origin.
- (e) Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price plus \$4.95/unit service charge.

**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  
Terms and Conditions of Sale  
For the City of Chula Vista  
Chula Vista, CA**

<b>Audiovisual Discounts</b>		
<b>Price Indicator</b>	<b>Definition</b>	<b>Discount</b>
2	Music Compact Disc	27.0 %
9	DVD/Bluray	30.0 %
7	Playaway View	10.0 %

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.

## Category Definitions

- I. Adult Trade Hardcover Editions (O, C)** *(may include some spoken word audio materials)*  
High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: 14<sup>th</sup> Deadly Sin by James Patterson, ISBN: 9780316404021.
- 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: Are You Ready to Play Outside by Mo Willems, ISBN: 9781423113478.
- 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: The Boys in the Boat by Daniel Brown, ISBN 9780143125471.
- 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: Tuck Everlasting by Natalie Babbitt, ISBN: 9780312369811.
- 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 City of Ember by Jeanne Duprau, ISBN: 9780375822742.
- 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: Because of Winn Dixie by Kate DiCamillo, ISBN 9780763650070.
- 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: Curious George Visits the Library by Margaret Rey, ISBN: 9781599614199.
- 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: Alexander McQueen: Savage Beauty by Andrew Bolton, ISBN: 9780300169782.
- Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (S, X, N, L, M, V, T, U, W, Letter O, 1, 4, 5, 6, 7, 8)**  
Category of materials includes, but is not limited to, text, technical, reference, professional medical, small press, and some university press titles (excluding University Press Trade Editions). It includes titles purchased from publishers on a non-returnable basis, those publishers that extend little discount to Baker & Taylor, and publishers whose titles have limited sales volume based upon a semi-annual review.
- It includes individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Additionally, any publisher which is not in compliance with some of Baker & Taylor's purchasing requirements could be in this category. Materials in this category are both adult and juvenile, may be of any binding and may include some spoken word audio materials.
- Examples within this category would be: The Merck Index, ISBN: 9781849736701, Strategies That Work, ISBN: 9781571104816, Beauty and the East, ISBN: 9781566563871, Generals of the Bulge: Leadership in the U.S. Army's Greatest Battle, ISBN 9780811711999, Frankie Works the Night Shift, ISBN 9780060090951, and Floods, ISBN 9781624030031
- X. Imported English and Non-English Language Editions (F,K,3)**  
Titles produced and distributed outside of the domestic US. These titles may be of any binding type and represent various publishers. An example would be El Angel Caldo by Nalini Singh, ISBN 9788490625224.
- 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: Business Income Coverage Guide, ISBN: 9781941627532.
- 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 Complete Sherlock Holmes by Sir Arthur Conan Doyle, ISBN: 9781491542286.
- XIII. Board Books (I)**  
Durable materials from widely distributed domestic publishers designed for young children; pages are manufactured of heavy gauge cardboard to prevent tearing. These editions typically feature few pages, simple themes and colorful illustrations or photographs. An example of a board book would be: Runaway Bunny by Margaret Wise Brown, ISBN: 9780061074295.
- 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: Very Hungry Caterpillar Cookbook & Cookie Cutters Kit by Lara Starr, ISBN 9781452125527.
- 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 9781435201736 (PawPrints prebound edition) and Junie B. Jones is Captain Field Day by Barbara Park, ISBN 9780613337670 (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 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](mailto: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.

**Institutional Returns Policy**

RFP PO5 – 16/17

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 one year of the product's date of invoice. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable.

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

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

**INTERNATIONAL CUSTOMERS ONLY:** For information on making returns of damaged, defective, or incorrect products, please contact your local International Sales Office or our International Customer Service Department ([internationallibrarycustomerservice@baker-taylor.com](mailto:internationallibrarycustomerservice@baker-taylor.com)). You may also refer to the website

**[http://www.btol.com/international\\_libraries\\_details.cfm?sideMenu=Contact%20Us&home=home\\_help\\_details.cfm&ctx=1](http://www.btol.com/international_libraries_details.cfm?sideMenu=Contact%20Us&home=home_help_details.cfm&ctx=1)**

All returns should be sent to:

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



SCENE &amp; HEARD A/V

(Updated July 2015)

## Library & Education Account Audio/Video Product Returns Policy RFP PO5 – 16/17

The following guidelines are required to ensure the prompt handling of your Audio / Video (AV) returns; Music CD, DVD and Blu-ray product. All AV product returns (excluding DVD lease return product - please contact AV Customer Service for separate return procedures for your DVD Lease program product) require prior return authorization from an AV Customer Service Representative. **Please contact your AV Customer Service Rep at 800-775-1700.**

### *How to Obtain Return Authorization*

Contact your AV 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 Mgr and Sales Mgr approval
2. Your AV Customer Service Representative will assign your return an authorization number (RA#). To expedite the process, please clearly mark the RA# on the outside of the carton in the upper right corner from the shipping label and on inserted documents.
3. Ship your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.
4. **Products incorrectly shipped by Baker & Taylor require an authorization to be returned. Product should be returned within seven days of invoice date; must be returned within 45 days of the product's invoice date.** Product(s) meeting the definition of a Manufacturer's defective may be returned with a prior authorization for one year after date of invoice. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable, unless disc is defective. In this case, a replacement of same title will be sent (multi disc sets require *all* discs to be returned).

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

**CLAIMING SHORTAGES:** Please check your packing list or invoice before claiming shortages. **All claims must be made within 15 days from the product's invoice date.** Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for 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  
Dept. R  
251 Mt. Olive Church Road  
Commerce, GA 30599**

Questions? Contact your B&T  
AV Customer Service Rep (800.775-1700)

Email via [AVInfo@Baker-Taylor.com](mailto:AVInfo@Baker-Taylor.com) or  
[LibraryA/Vcustomerservice@baker-taylor.com](mailto:LibraryA/Vcustomerservice@baker-taylor.com)

Baker & Taylor A/V Sales 800-775-1700

## Catalog Information

### **Publications**

The following publications are available free of charge to Baker & Taylor customers. These catalogs are available electronically via our website [WWW.BAKER-TAYLOR.COM](http://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.

### **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.

### **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.

### **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.

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*

### Continuation Services Program Description – Traditional Reference Series

Since 1958, Baker & Taylor has serviced over 6,000 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, 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.

- 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.

**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  
Attn: Continuation Services  
1120 US Highway 22 East  
Bridgewater, NJ 08807

*Phone/E-mail:*

Telephone: (800) 775-3600 x7295  
Fax: (800) 775-1600  
E-mail: <http://compass.baker-taylor.com>



### Axis 360 Overview

*Axis 360 is Baker & Taylor's digital content hosting and delivery platform which provides managed access to electronic materials for authenticated users of library resources.*

*The Axis 360 platform enables libraries to assemble a repository of digital materials and to make those materials available for download to the computers or portable ereading devices owned by users. Leveraging cloud-based hosting, content is delivered to qualified borrowers for a time period set by the Library's Axis 360 platform administrator. The free Axis 360 mobile app and the Axis 360 app for Windows enable patrons to read digital content from the Axis360 platform on a variety of mobile and offline devices. These include devices using the Windows operating system, Android operating system, including Kindle Fire devices and iOS devices (Apple iPads, iPhones, and iPod Touch). The free ePub/Adobe Digital Editions option also adds delivery to Nook, Sony Reader, Kobo, and other dedicated eReaders and for Mac OS devices.*

*The Axis 360 platform hosts ebooks, including enhanced ebooks that combine text with narration, and, e-audio from Acoustik.*

*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/user 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.*

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***Annual hosting fees for services are dependent on the service levels and needs of the Library. We will be pleased to provide a customized pricing quotation; please contact our offices for additional information.***

***E-content is invoiced at list price, per item.***

Attachment H



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122		FAX (A/C. No.): (800) 363-0105
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> BTAC Acquisition Holdings, LLC and Baker & Taylor, LLC a wholly owned subsidiary of Follett Corporation 3 Westbrook Corporate Center, Suite 200 Westchester IL 60154 USA			<b>INSURER(S) AFFORDING COVERAGE</b>
			<b>NAIC #</b>
<b>INSURER A:</b> Lloyd's Syndicate No. 2623			AA1128623
<b>INSURER B:</b> Hartford Fire Insurance Co.			19682
<b>INSURER C:</b> Trumbull Insurance Company			27120
<b>INSURER D:</b> Twin City Fire Insurance Company			29459
<b>INSURER E:</b> ACE Property & Casualty Insurance Co.			20699
<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER: 570062066536**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Gen Agg Cap Limit \$25M  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			83CSES26402	04/01/2016	04/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			83 CSE S26403	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			XOOG2796736A001	04/01/2016	04/01/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	83WNS26400 AOS 83WBRS26401 WI & ND	04/01/2016	04/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Cyber Liability			W1AA17160101 SIR applies per policy terms & conditions	02/01/2016	02/01/2017	Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Professional Liability coverage is included in the Cyber Policy referenced above.

**CERTIFICATE HOLDER**

Baker & Taylor, LLC  
 2550 West Tyvola Road  
 Charlotte NC 28217-0000 USA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Aon Risk Services Central, Inc.*

Holder Identifier : 570062066536 Certificate No : 570062066536



## Finance Department

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September 6, 2016

ADDENDUM #1

RFP P05-16/17

Library Books and Audio Visual Materials

Change #1) Please change the Due Date to submit inquiries from September 12, 2016 at 5:00P.M. to September 15, 2016 at 5:00 P.M.

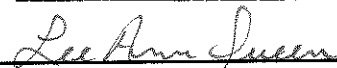
All inquiries to be submitted by email to [sbrooks@chulavistaca.gov](mailto:sbrooks@chulavistaca.gov).

Change #2) Change Responses to Inquiries date from September 15, 2016 by 5:00 P.M. to September 20, 2016 by 5:00 P.M.

By 5:00 P.M. Responses will be issued as an Addendum to this proposal. Notification will be sent by Planet Bids when Addendum is ready to download.

Please sign and date this Addendum #1 and return a copy with your proposal as acknowledgement that you received and read this information.

Print Name: Lee Ann Queen, Director - Pricing Services

Signature: 

Date: September 29, 2016

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Replacement page #2 is attached to this addendum. It shows these changes.

Thank you,

Suzi Brooks   
Sr. Procurement Specialist



September 2, 2016



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## PROPOSAL TIMELINE

### Projected Timeline

Issue Request for Proposal	September 2, 2016
Inquiries Due	September 12, 2016 Change to September 15, 2016
Responses to Inquiries	September 15, 2016 Change to September 20, 2016
Proposals Due	October 3, 2016
Proposal Evaluations	October 4, 2016-October 6, 2016
Negotiations	October 7, 2016-October 10, 2016
Award Recommendation	October 11, 2016
City Council Approval	
Execute Contract	TBD

### Proposal Submission:

Bidders shall submit three (3) complete sets of their Proposal. Three (3) current published price lists shall be included with the Proposal. Additionally please provide a compact disk or USB Flash Drive of the proposal submitted and the current published price list.

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### Inquiries:

All inquiries to be submitted by email to [sbrooks@chulavistaca.gov](mailto:sbrooks@chulavistaca.gov) by September 15, 2016, no later than 5:00 P.M. PST.

Responses to inquiries will be posted as an addendum by 5:00 P.M. September 20, 2016. Planet Bids will notify prospective bidders when the addendum is ready for download. All addendums must be signed, dated and returned with your proposal to acknowledge that they were received and read.

(REPLACEMENT PAGE #2 Sept 6, 2016, slb)



September 19, 2016

ADDENDUM #2 RFP P05-16/17

Library Books and Audio Visual Materials

The following Inquiries were received from prospective vendors. The responses are provided by City Library staff and Purchasing Division staff.

Inquiries/Questions (Bold Black)  
Responses (Green)

1)

We received your RFP for Library Books and Audio-Visual Materials and would like to inquire if a vendor will be considered for an award if they do not bid on the Audio-Visual Materials and downloadable formats of the bid? Per the proposal -Page 10. Award.) Bidders must bid on every line item on the proposal form.

2)

Does the Library require cataloging services? No, we do not require cataloging services.

3)

Will the secondary vendor be required to provide processing and/or cataloging for materials, or will items be purchased from the secondary as product only with no physical processing? No, it is possible secondary suppliers would be considered for product purchases without any physical processing.

4)

Sample Contract, Page 3, Section 2 Compensation: Please provide more details on Section 2.4 Retention Policy. Items will be invoiced as they are shipped, and there will not be one single invoice for the entire project. Does City of Chula Vista plan to retain 10% of each invoice? What is the timeframe for City review of invoices? Retention will not apply to this contract.

5)

Quick question: Did you get a funding increase? The amount in the RFP is much higher than you spent with us last year. Maybe you are bouncing back from the budget cut you mentioned last year FY.

The dollar amount referenced in the request for proposal is our anticipated budget

6)

**Proposal Form p.3**

**Q1**

The materials described in items 1, 2, 3, 4, and 6 may be either paperback or hardcover bindings. Will the City accept a hardcover and a paperback discount for each of these line item categories?

**Yes**

**Q2**

Regarding item 8, will the City accept a different discount per format as listed (A, B., and C.)?

**Yes**

**p.9**

**Q3**

Regarding the request for 3 price lists, may vendors instead supply a link to an online catalog?

**Yes**

**p.11**

**Evaluation**

**Q4**

Item 7 refers to the availability of other services such as leasing and standing orders. Does the City desire only information on these programs or should pricing also be included?  
We want pricing on pre-processing

**b. If pricing is desired, please provide additional details on the Library's requirements for leasing and standing orders.**

**Pricing for barcode, spin label and book cover preprocessing.**

**p.14**

**Item 2 – Bidder's Security General Provisions. We would have listed provided information if it was required.**

**Q5**

**Are any bid deposits required for this solicitation? NO.**

**p. 17 Item 19. Warranties**

**There are no bid deposits.**

**p. 19 Item 25 Faithful Performance Bond**

**Q6**

**Will the City require any performance bonds in association with this bid award?**

**No we would have provided information if we did.**

**p. 19**

**Item 28 Award of Contract**

Q7

Different sections of the bid reference different award scenarios. Does the City anticipate sole award or primary and secondary award or award by group of items to various vendors? Award to be made as a LOT. One vendor

7) We were hoping to get the specifications for the Library Books and Audio Visual Materials bid. If you could email or fax the specs to .....That would be greatly appreciated!

This is a formal bid. You must register on line through our portal with Plant Bids and down load the proposal. All specifications and instructions are in the proposal.

Please sign, date and return this Addendum #2 with your proposal as acknowledgement that you received and read this information.

Print Name: Lee Ann Queen, Director - Pricing Services

Signature: Lee Ann Queen

Date: September 29, 2016

Thank you,

Suzi Brooks  
Sr. Procurement Specialist

September 2, 2016



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**NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN, THAT SEALED PROPOSALS WILL BE RECEIVED UNTIL **11:00 A.M.** ON THE **3rd DAY OF OCTOBER, 2016**. TO FURNISH THE CITY OF CHULA VISTA WITH:

**LIBRARY BOOKS AND AUDIO-VISUAL MATERIALS**

ALL PROSPECTIVE BIDDERS ARE HEREBY REFERRED TO THE PROPOSAL INSTRUCTIONS, GENERAL PROVISIONS, SPECIFICATIONS, AND TERMS AND CONDITIONS CONTAINED IN THIS REQUEST FOR PROPOSAL. ALL PROPOSALS MUST BE SUBMITTED TO SUZI BROOKS.

CITY OF CHULA VISTA  
FINANCE DEPARTMENT/PURCHASING DIVISION  
276 FOURTH AVENUE  
BUILDING "A"  
CHULA VISTA, CA 91910

ALL PROPOSALS MUST BE SUBMITTED TO THE PURCHASING DIVISION IN SEALED ENVELOPES PLAINLY MARKED WITH THE PROPOSAL NUMBER, TIME SET FOR OPENING AND COMPANY'S NAME. PROPOSALS RECEIVED AFTER THE TIME SET FOR OPENING WILL NOT BE CONSIDERED.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR ANY PORTION OF ANY PROPOSAL, OR TO WAIVE ANY IRREGULARITIES OR INFORMALITIES IN THE PROPOSAL.

PROSPECTIVE BIDDERS must be registered on-line at:

<http://www.chulavistaca.gov/departments/finance/selling-to-the-city>

BID Opportunities/Vendor Registration and follow the instructions.

Please register in categories Library Equip/Supplies 52500, Library Services 95600, and Publications/Audiovisual Mat'l 71500.

Specifications and submittal instructions can be found under RFP P05-16/17.

All BIDDERS must be registered with current contact information on Planet Bids.

Prospective Bidders must log in and download complete proposal specifications from Planet Bids. Notification of addendums will be sent via Planet Bids.

Suzanne Brooks, Sr. Procurement Specialist  
[sbrooks@chulavistaca.gov](mailto:sbrooks@chulavistaca.gov)

DATED 09/02/16



September 2, 2016



## PROPOSAL TIMELINE

### Projected Timeline

Issue Request for Proposal	September 2, 2016
Inquiries Due	September 12, 2016
Responses to Inquiries	September 15, 2016
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City Council Approval	
Execute Contract	TBD

### Proposal Submission:

Bidders shall submit three (3) complete sets of their Proposal. Three (3) current published price lists shall be included with the Proposal. Additionally please provide a compact disk or USB Flash Drive of the proposal submitted and the current published price list.

### Inquiries:

All inquiries to be submitted by email to [sbrooks@chulavistaca.gov](mailto:sbrooks@chulavistaca.gov) by September 12, 2016, no later than 5:00 P.M. PST.

Responses to inquiries will be posted as an addendum by 5:00 P.M. September 15, 2016. Planet Bids will notify prospective bidders when the addendum is ready for download. All addendums must be signed, dated and returned with your proposal to acknowledge that they were received and read.

Baker & Taylor offers categories of material other than those listed below.  
Please see Attachment A for a complete discount outline and Attachment B for Category Definitions.

RFP P05-16/17

Page 3

September 2, 2016



PROPOSAL FORM

The bidder hereby offers, subject to all specifications, terms and conditions, and general provisions herein, to furnish the City of Chula Vista LIBRARY BOOKS AND AUDIO-VISUAL MATERIALS for a period of twenty-four (24) months as follows.

<u>Item</u>	<u>Description</u>	<u>Estimated 24-Month Projection</u>	<u>Percentage Discount</u>
	<i>1 - 7 Print Material</i>		
1	Adult Trade Books, General Readership (Fiction & Non-Fiction) <i>Category I, Attachment B. (Hardcover)</i>	\$150,000	<u>46.0%</u>
2	Juvenile Trade Books (Fiction & Non-Fiction) <i>Category II, Attachment B. (Hardcover)</i>	\$90,000	<u>46.0%</u>
3	Bestsellers <i>Categories I &amp; II, Attachment B. (Hardcover)</i>	\$70,000	<u>46.0%</u>
4	Reference/Technical Textbooks <i>Categories VIII, IX &amp; XI, Attachment B.</i>	\$20,000	<u>10.0% *</u>
5	Mass Market Paperbacks <i>Category V, Attachment B.</i>	\$10,000	<u>1-4 copies/title 40.0%</u> <u>5+ copies/title 41.5%</u>
6	Books of a Trade Nature (Small Publishers Not Included in Annual Trade List) <i>Category IX, Attachment B.</i>	\$10,000	<u>10.0% *</u>
7	Publisher's Library Bindings <i>Category VII, Attachment B.</i>	\$20,000	<u>22.5%</u>
8	Audio-Visual Materials:	\$70,000	<u>see below</u>
	A. Spoken Word Compact Discs	45.0% (popular editions) - Category XII **	
	B. DVD's	30.0%	
	C. Blu-Rays	30.0%	

**Interface and Electronic Links**

Bidder shall provide an online ordering tool that accurately displays publication date, availability, current stock on hand and status of existing order. Bidder shall provide this tool at no additional or minimal cost. Bidder shall provide an ability to view, download and print invoices and statements.. Bidder shall provide the ability to electronically interface with the Library's *Innovative Interfaces Sierra* system. Bidder shall describe any electronic mechanism for invoicing. Bidder shall provide

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 a \$4.95/unit service charge.

\*\* This discount will apply to popular editions from widely distributed publishers. Not all spoken word audio editions meet these criteria. Other editions will be discounted per Categories I, II, VII, IX, X or XI (Attachment A).

September 2, 2016



at least two (2) public library accounts and contact person with telephone numbers that have an operational interface between the Bidder's system and the library's *Innovative Interfaces Sierra* system:

Name of Public Library	Contact Person	Phone #
<u>San Diego County Library (San Diego, CA)</u>	<u>Jennifer Lawson</u>	<u>858-694-2460</u>
<u>Pasadena Public Library (Pasadena, CA)</u>	<u>Brigida Campos</u>	<u>626-744-4037</u>

#### Fulfillment and Delivery

Bidder shall state ability to provide bestseller books, DVDs, and Blu-Rays prior to the scheduled release date, to confirm status of items ordered, and the average period of time such confirmation occurs:

Please see our attached bid response.

Bidder shall state what percentage of an order, on average, will be delivered within 30 days after receipt of the order:

90 - 96 % for in-print and available materials

Bidder shall specify the average number of days after receipt of order (ARO) to the point of delivery:

2-3 Days ARO for in-stock titles with no processing or mylar jacket only

Bidder shall state the average percentage of out of stock items and the average time for delivery:

5 % \* Days ARO

Bidder shall describe routines for dealing with "out of stock items", e.g. frequency of back orders, any factors making backordering impossible, minimum size (if any) of order allowing backorders to be placed:

No minimum order size is required to allow backorders. Any titles not immediately available from our inventory will be promptly backordered. Please see our proposal for additional details.

\* Based upon orders for titles that are in-print and available. Delivery time is dependent upon publisher availability.

September 2, 2016



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**Fulfillment and Delivery (Continued)**

Bidder shall specify rush order mechanisms available, e.g. 24-hour delivery, ordering requirements, minimum quantities for such orders:

*Rush orders are available, however, overnight delivery charges, if requested, will be the responsibility of the City of Chula Vista.*

Bidder shall specify if multiple copies of a title ordered would be shipped as quantities permit or when all quantities ordered are available. Also, if Library may select a preference:

*The Library may opt to receive partial quantities or to receive full quantities only. Please see our proposal for additional details.*

Bidder shall describe any other fulfillment and delivery mechanisms available, how long they operate, and how long they take:

*Please see our response for information on profiled automatic shipment services.*

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**Location and Capacity of Warehouse**

Bidder shall state the location of the nearest full capacity warehouse:

*Reno, NV*

Bidder shall state the present stock in volumes and titles:

*Baker & Taylor has a national inventory of 18 million units, including over 1,000,000 titles.*

Bidder shall state the approximate number of publishers represented in the warehouse:

*76,000+ publishers and imprints*

September 2, 2016



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**Customer Service**

Bidder shall state the location of the nearest point of contact to Chula Vista:

*Sales Consultant, Janice Lentz, is based out of Oceanside, CA.*

*Regional Director, Dave Hargrave, is based out of Paso Robles, CA.*

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Bidder shall state the name of the account representative assigned to the City and his/her role and responsibilities:

*Donna Elam, Customer Service Representative - Books & Spoken Word Audio = (800) 775-1200, ext. 2746*

*Bob Williams, Inside Account Representative - Music / DVD = (800) 775-2600, ext. 5815*

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Toll free number: please see above

Customer Service Hours: 5:00am to 4:00pm (PST) Books / Spoken Word Audio

7:00am to 4:00pm (PST) Music / DVD

**Sustainability Efforts (Environmental Responsibility)**

Bidders shall describe conservation efforts used by company and suggestions to help the City of Chula Vista reduce our carbon footprint:.

*Please see our bid response.*

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September 2, 2016



### References

Bidder shall list the five (5) largest public library accounts to which they have been a major supplier for the last three years

Name of Public Library	Contact Person	Phone #	\$ Value of Business
1. <u>Los Angeles County Library</u> (Los Angeles, CA)	<u>Wendy Crutcher</u>	<u>562-940-8503</u>	<u>*</u>
2. <u>San Diego Public Library</u> (San Diego, CA)	<u>Robyn Gage-Norquist</u>	<u>619-236-5803</u>	<u>*</u>
3. <u>San Diego County Library</u> (San Diego, CA)	<u>Jennifer Lawson</u>	<u>858-694-2460</u>	<u>*</u>
4. <u>Phoenix Public Library</u> (Phoenix, AZ)	<u>Rita Hamilton</u>	<u>602-262-4735</u>	<u>*</u>
5. <u>Pima Public Library</u> (Pima, AZ)	<u>Diane Ward</u>	<u>520-594-5629</u>	<u>*</u>

### Payment Terms

Terms: Net % 30 Days

Prompt payment discounts offered for less than fifteen (15) days will *not* be considered in evaluating proposals for award. However, discounts offered of less than fifteen (15) days will be taken if payment is made by the City within the discount period. In the absence of terms, payment shall be Net Thirty (30) Days.

\* Annual purchases from each of these clients is \$1 million or more.

September 2, 2016

**Public Agency Participation**

Other public agencies (e.g. city, county, public corporation, political subdivision, school district, or water authority) may want to participate in any award as a result of this proposal. The City of Chula Vista shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the successful Bidder. This option will *not* be considered in proposal evaluation. Please indicate whether this will be granted.

Yes   X   No       **PUBLIC DISCLOSURE**

All bids submitted in response to this RFB become the property of the City and public records, and as such may be subject to public review. Under the California Public Records Act (California Government Code Section 6250 et seq.) records in the custody of a public entity generally have to be disclosed unless the information being sought falls into one or more of the exemptions to disclosure set out in Government Code Sections 6254 through 6255.

A cover letter submitted with the bid should contain a paragraph that states whether or not Bidder (Contractor or Vendor) believes that its bid does or does not contain information that falls into one of the exemptions of Government Code Sections 6254 through 6255 and whether or not Bidder (Contractor or Vendor) considers such information to be confidential.

In the absence of a declaration, the City may be obligated to disclose the bid to any party that requests it. Regardless of assertions of confidentiality, bid contents may still be disclosed if City, or a court with jurisdiction, determines that such bid is a public record requiring disclosure

September 2, 2016



### PROPOSAL AND OFFER TO CONTRACT

The Bidder (hereinafter sometimes called Proposer, Contractor or Vendor) submits a bid and offers to enter into this contract with the City of Chula Vista (hereinafter called City) this 3rd day of October, 2016 as follows:

This Proposal and Offer, subject to the specifications, terms and conditions, and general provisions herein, when duly accepted by the City, shall constitute the contract between the parties.

In consideration of the payments to be provided by the City, and in accordance with the conditions expressed in the proposal forms and specifications attached and by this reference incorporated herein, contractor agrees to furnish the City of Chula Vista with **Library Books and Audio-Visual Materials**.

The following section must be filled in completely:

Company Name Baker & Taylor, LLC

Address 2550 W. Tyvola Road, Suite 300

City Charlotte State NC Zip 28217

Telephone 800-775-7930, ext. 3245 Fax 704-998-3260

Email bids@baker-taylor.com

Print Name Lee Ann Queen Title Director, Pricing Services

Signature Lee Ann Queen Date September 29, 2016

Bidders shall submit three (3) complete sets of their proposal. Three (3) current published price lists shall be included with the proposal. Additionally please provide a compact disk or USB Flash Drive of the proposal submitted and the current published price list.

**Price List**

Please see our website for title listings. Title data is updated on a daily basis. Access the Title Source site at:  
<http://publiclibrary.btol.com>

Login: CHULAVISTA  
 Password: BOOKS1122





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## GENERAL CONDITIONS

### Overview

This PROPOSAL is for furnishing **Library Books, Audio-Visual and downloadable Formats** at an estimated value of \$ 200,000 to \$ 450,000 to the City of Chula Vista Public Library over a two year period, with an option to renew the agreement for six (6) additional one (1) year periods. The City intends to streamline ordering procedures and award an agreement to a qualified vendor in accordance with the terms and conditions of this Proposal. The City desires to purchase quality products from a service-oriented provider. The selected vendor will be expected to sign the City of Chula Vista's standard two party agreement. (See Attachment "A" Sample Two Party Agreement)

### Period of Coverage and Option Renewals

This agreement shall be effective from **January 1, 2017 through December 31, 2018**. The agreement may be extended by mutual consent for six (6), additional one (1) year option renewal periods. **Percentage Discounts** shall remain in effect for any and all option renewal periods. All other terms and conditions during option periods shall remain the same. The City may negotiate additional favorable pricing, terms, and conditions provided that the original scope of the agreement remains substantially unchanged.

### Percentage Discounts

**Percentage Discounts** shall be the discount offered by the Bidder off the prevailing published price list at time of order. The City desires to purchase both products listed and products not specifically listed throughout the term of this agreement. As new items become available in the designated product lines, they too will become a part of the agreement and will be subject to the same discounts offered.

Bidder shall provide **Library Books, Audio-Visual and downloadable Formats** at discounts listed from **January 1, 2017 through December 31, 2018**. **Percentage Discounts** shall remain firm throughout the initial period of coverage and any option periods, unless otherwise negotiated and approved by the City.

Price lists, digital or in paper form, shall be provided upon request and at no additional charge to the City.

### Award

Bidders must bid on every line item on the proposal Form. Award will be made as a lot to the lowest responsive and responsible Bidder meeting specifications. The City reserves the right to accept or reject any or all proposals received. The City further reserves the right to waive any technicalities or minor irregularities in proposals received. The City shall be the sole judge in determining award of contract.

September 2, 2016



### Evaluation

The City will evaluate the proposal primarily on the following:

- Ability to supply the categories of books, audio-visual and downloadable formats listed in these specifications.
- Availability of electronic interface with *Innovative Interfaces Sierra* system.
- Comparative discount analysis.
- Ease of ordering.
- Ability to fill orders in a timely fashion.
- Accuracy of invoicing.
- Availability and cost of various other services as required and listed in this contract or as normally required by libraries such as leasing, standing orders and pre-processing including RFID.
- Experience and past performance.
- Business standing.
- References.

### Estimated Quantities

Quantities listed are estimates only based on projected requirements over a 24-month period for the Library. The City reserves the right to purchase more or less without any increase in cost.

### Delivery

Prices quoted shall be FOB Destination. Delivery shall be to various locations within the City of Chula Vista. All boxes shall display an address label on the outside with the Purchase Order number and the total number of boxes in the shipment, showing the number of each box within that shipment (e.g. box 1 of 6, box 2 of six). Packing slips and invoices shall accompany each shipment and shall include the following information:

- Date sent
- Purchase order number
- Library order number
- Quantity ordered
- Unit price
- Percentage discount
- Extended price
- Net price
- Author/Title/Publisher of item ordered
- ISBN

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**Invoices**

Invoices shall include the same information as the packing slip. In addition, page total, invoice total, and applicable California State sales tax shall be listed. Special handling/ordering fees shall be pre-approved by the Library and itemized. Invoices shall be included with shipments.

**Percentage Discount Prices**

Percentage discount prices shall include all materials, labor, equipment, handling, packaging, insurance, permits, fees, and shipping necessary to fill the City's orders.

**Minimums**

There shall be no minimum order requirements. Percentage Discount off manufacturer's prevailing published list price shall apply regardless of order size.

**Cancellations**

- Bidder shall supply a status report of all items cancelled within ten (10) days of being notified by the publisher, and shall provide the reason for a cancellation such as out of print, not yet published, apply direct, out of stock, or publisher out of stock.
- Bidder understands that reports on materials cancelled may result in the order being transferred to a secondary supplier. The Library desires the ability to utilize cancelled reports to transfer orders to a secondary supplier, as necessary.
- Bidder shall report reason for inability to make deliveries after the first four (4) weeks after order, such as book out of print, out of stock, not yet published, publisher is out of stock; or, if book is not yet published, with the projected publishing date supplied.
- Bidder shall include in the status report the Library's purchase order number, the items author, title, and publisher, quantity ordered, and price.
- The City will regard anything not received after an agreed upon period of time as automatically cancelled. Presently, the Library uses three (3) months after an order has been placed as the automatic cancellation period. The Bidder shall supply a report of these items, which are being cancelled due to the Bidder's inability to supply within this time period.
- The time period after which books, audio-visual and electronic formats shall be automatically considered cancelled shall be decided by the Library and shall be subject to change at any time.
- The Bidder shall possess the capability of canceling individual items after a purchase order is released if the Bidder has not yet filled the order for the title.
- The City reserves the right to cancel items on a purchase order if the Bidder has not yet filled the order.
- When a purchase order is open, the Bidder shall permit its cancellation entirely by purchase order number, or similar procedure, rather than requiring the Library to cancel each title in the purchase order individually. Cancellation in such cases will be done at no charge or penalty to the Library. Miscellaneous funds affected by the change will be automatically adjusted.

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**Claims**

Books, audio-visual and electronic formats that the Library orders but does not receive shall be claimed by the Bidder, unless the titles are out-of-print or otherwise unavailable to the Bidder. A claiming order shall remain in effect until the automatic cancellation period agreed upon between the Bidder and Library is reached.

**Returns**

Bidder agrees to permit returns on materials received incorrectly or in imperfect condition due to manufacturing defects or damage caused by the carrier in transit, even if books and materials have been already processed. Bidder shall replace items at no additional charge to the City or shall give full credit for the value of items returned. Bidder shall pay transportation charges for such returns.

**Materials Processing**

Bidder shall possess the ability to provide preprocessing services, in whole or in part for an agreed upon charge, and shall provide a current list for this service and an estimate of the processing time added to receipt of delivery. Currently, the Library requires plastic book jacket and barcode and property stamp.

**Library Services**

Bidder shall describe other library services available; such as, access to Bidder's inventory, approval plans, book leasing, collection development tools, new publications awareness services, book jacket images, and accelerated ordering/shipping services.

**Dedicated Staff**

A primary and back-up sales representative shall be assigned to the City's account. One of these representatives shall be available during normal business hours to answer questions, provide technical support, resolve problems, and quote prices. The sales representatives assigned to the City's account shall be thoroughly familiar with the terms of this agreement.

**Off-Contract Purchases**

The City reserves the right to purchase off-contract when availability or non-performance are determining factors. The City further reserves the right to appoint a secondary supplier from PROPOSAL responses received for up to 20% of the City's annual Library Book and Audio-Visual Materials requirements. The City may also purchase off-contract alternative products for testing and evaluation purposes.

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**BID GENERAL PROVISIONS***Please Read Carefully**These Provisions Are a Part of Your Bid and any Contract Awarded*

The bidder agrees that:

- A. Bidder has carefully examined the specifications, and all provisions relating to the item(s) to be furnished or the work to be done; understands the meaning, intent, and requirements; and
- B. Bidder will enter into a written contract and furnish the item(s) or complete the work in the time specified, and in strict conformity with the City of Chula Vista specifications for the prices quoted.

Note: Bidder is defined as any individual, partnership, or corporation submitting a bid, proposal, or quotation in response to a request for bid, request for proposal, or request for quotation. A bidder may also be referred to as consultant, contractor, supplier, or vendor.

**1. Prices**

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent to the error; the person signing the bid must initial corrections in ink.

Bids shall indicate the unit price extended to indicate the total price for each item bid. Any difference between the unit price correctly extended and the total price shown for all items bid shall be resolved in favor of the unit prices, except when the bidder clearly indicates that the total price for all items bid is based on consideration of being awarded the entire lot and that an adjustment of the total price is being made in consideration of receiving the entire bid.

**2. Bidder's Security**

A bid deposit in an amount equal to at least 10% of the bid may be required as a bid security by the City. The bid security may only be in cash, a cashier's check, a certified check made payable to the City of Chula Vista, or a bidder's bond. If the bid security is a bond, it shall be executed by a surety insurer authorized to issue surety bonds in the State of California. The bid security must be executed by the bidder and enclosed with the bid proposal in the sealed bid envelope.

**3. Items Offered**

If the item offered has a trade name, brand and/or catalog number, such shall be stated in the bid. If the bidder proposes to furnish an item of a manufacturer or vendor other than that mentioned on the face hereof, bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the item offered is that designated even though the bid may state or equal.

**4. Brand Names**

Whenever reference to a specific brand name is made, it is intended to describe a component that has been determined to best meet operational, performance, or reliability standards of the City, thereby incorporating these standards by reference within the specifications. An equivalent (or

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equal) may be offered by the bidder, subject to evaluation and acceptance by the City. It is the bidder's responsibility to provide, at bidder's expense, samples, test data, or other documentation the City may require to fully evaluate and determine acceptability of an offered substitute. The City reserves the sole right to reject a substituted component that will not meet or exceed City standards.

**5. Samples**

Samples may be required for bid evaluation and testing purposes. Bidders shall agree to provide samples within forty-eight (48) hours upon request and at no additional cost to the City

**6. Verify Quotations**

Prices shall be verified prior to bid submittal, as withdrawal or correction may not be permitted after the bid has been opened.

**7. Firm Prices**

Prices on bid shall be firm prices not subject to escalation. In the event the specifications provide for escalation, the maximum limit shall be shown, or the bid shall not be considered. In the event of a decline in market price below a price bid, the City of Chula Vista shall receive the benefit of such decline.

**8. Modification or Withdrawal of Bids**

Bids may be modified or withdrawn by written or facsimile notice received prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person by a bidder, or authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.

**9. Late Bids, Modifications, or Withdrawals**

- (a) Bids, modifications of bids, or bid withdrawals received after the exact time and date specified for receipt will not be considered unless receipt is before the contract is awarded and the City determines that late receipt was due solely to City error.
- (b) Modification of a successful bid that makes the terms of the bid more favorable to the City will be considered at any time.

**10. Mistake in Bid**

- (a) If the bidder discovers a mistake in bid prior to the hour and date specified for receipt of bid, bidder may correct the mistake by modifying or withdrawing the bid in accordance with Items 8 and 9 above.
- (b) If within seventy-two hours of the bid closing and prior to the issuance of a purchase order or

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a contract, the apparent low and best bidder discovers a mistake in bid of a serious and significant nature which is unfavorable to bidder, bidder may request consideration be given to modifying the bid if it remains the lowest bid or to withdrawal of the bid if the result of the correction of the mistake makes another bidder lowest and best bidder. The mistake must be evident and provable. The right is reserved by the City to reject any and all requests for correction of mistakes in bids received after the hour and date of the bid closing. The decision of the Purchasing Agent is final as regards acceptance or rejection of requests for correction of bids.

(c) A mistake in bid cannot be considered once a purchase order or contract is issued.

#### 11. Signature

All bids shall be signed and the title and firm name indicated. A bid by a corporation shall be signed by an authorized officer, employee or agent with his or her title.

#### 12. No Bids

If no bid is to be submitted, the bid should be marked No Bid and returned to maintain the bidder's name in the vendor file for future solicitations. A letter or postcard may be submitted. If a bidder fails to respond to a reasonable number of bids without returning a No Bid, the Purchasing Agent reserves the right to delete the bidder from the vendor file for future solicitations.

#### 13. Alternative Proposals

To be responsive to the bid, bidder must submit a proposal that meets all specific bid requirements. Once bidder has proposed a product which is responsive to the specification, bidder may include with the bid any additional proposals or alternative products that bidder believes can meet or exceed the City's requirements and that may offer additional advantages, benefits, or cost savings. The City reserves the right to evaluate, and accept or reject, such alternatives as though they were part of the original specifications without advertising for further bids, when in the best interests of the City. Any awards so made will be based on operational and cost analysis considerations that would result in the optimum economic advantage to the City.

#### 14. Confidential Information

Any information deemed confidential or proprietary should be clearly identified by the bidder as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise the information shall be considered a public record. Information or data submitted with a bid will not be returned.

#### 15. Quality

Unless otherwise required in the specifications, all goods furnished shall be new and unused.

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**16. Litigation Warranty**

The bidder, by bidding, warrants that bidder is not currently involved in litigation or arbitration concerning the materials or bidder's performance concerning the same or similar material or service to be supplied pursuant to this contract of specification, and that no judgments or awards have been made against bidder on the basis of bidder's performance in supplying or installing the same or similar material or service, unless such fact is disclosed to the City in the bid. Disclosure may not disqualify the bidder. The City reserves the right to evaluate bids on the basis of the facts surrounding such litigation or arbitration and to require bidder to furnish the City with a surety bond executed by a surety company authorized to do business in the State of California and approved by The City of Chula Vista in a sum equal to one hundred percent (100%) of the contract price conditional on the faithful performance by bidder of the contract in the event the bid is awarded to bidder, notwithstanding the litigation or arbitration.

**17. Royalties, Licenses and Patents**

Unless otherwise specified, the bidder shall pay all royalties, license and patent fees. The bidder warrants that the materials to be supplied do not infringe any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the bidder or those furnishing material to bidder pursuant to this contract.

**18. Performance Standards**

Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction of the City.

**19. Warranties**

(a) All material, labor or equipment provided under the contract shall be warranted by bidder and/or manufacturer for at least twelve (12) months after acceptance by City. Greater warranty protection will be accepted. Lesser warranty protection must be indicated by bidder on the bid proposal as an exception

(b) Bidder shall be considered primarily responsible to the City for all warranty service, parts and labor applicable to the goods or equipment provided by bidder under this bid or award, irrespective of whether bidder is an agent, broker, fabricator or manufacturer's dealer.

Bidder shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to City and that services, parts and labor are available and provided to meet City's schedules and deadlines. City may require bidder to post a performance bond after contract award to guarantee performance of these obligations. Bidder may establish a service contract with a local agency satisfactory to City to meet this obligation if bidder does not ordinarily provide warranty service.



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**20. Addenda**

The effect of all addenda to the bid documents shall be considered in the bid, and said addenda shall be made part of the bid documents and shall be returned with them. Before submitting a bid, each bidder shall ascertain whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued may render the bid invalid and result in its rejection.

**21. Specifications to Prevail**

The detailed requirements of the specifications shall supersede any conflicting reference in these General Provisions that are in conflict therewith.

**22. Taxes**

The City will furnish Exemption Certificates for Federal Excise Tax. The City is liable for State, City and County Sales Taxes. Do not include this tax in the amount bid. However, tax is to be added by the successful bidder to the net amount invoiced. All or any portion of the City Sales Tax returned to the City will be considered in the evaluation of bids.

**23. Conflict of Interest**

No City employee or elected or appointed member of City government, or member of the employee's immediate family, may participate directly or indirectly in the procurement process pertaining to this bid if they:

- (a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.
- (b) Are negotiating for or have an arrangement concerning prospective employment with bidder. The bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the bidder is to report it immediately to the Purchasing Agent. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and bidder may be subject to damages and/or debarment or suspension.

**24. Gratuities**

The City may rescind the right of the bidder to proceed under this agreement if it is found that

gratuities in the form of entertainment, gifts, or otherwise are offered or given by the bidder, or any agent or representative of the bidder, to any officer or employee of the City with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

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**25. Faithful Performance Bond**

Successful bidder may be required to furnish the City with a surety bond conditioned upon the faithful performance of the contract. This may take the form of a bond executed by a surety company authorized to do business in the State of California and approved by the City of Chula Vista, an endorsed Certificate of Deposit, or a money order or a certified check drawn on a solvent bank. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the contract price. Such bond or deposit shall be forfeited to the City in the event that bidder receiving the contract shall fail or refuse to fulfill the requirements and all terms and conditions of the contract.

**26. Insurance**

Bidder shall provide proof of liability and property damage insurance prior to performance of duties. Coverage shall be from a company authorized to transact business in the State of California and shall be in an amount not less than \$1,000,000 combined single limit (CSL), unless otherwise specified. The City of Chula Vista shall be named as an additional insured and thirty (30) days notice of cancellation shall be indicated. Worker's Compensation coverage for each employee engaged in work on City premises is required. Bidder is solely responsible for all insurance premium payments.

**27. Indemnification**

Bidder shall defend, indemnify, protect and hold harmless the City, its elected and appointed officers, employees, and agents, from and against all claims for damages, liability, and expenses (including attorney's fees) arising out of this agreement and/or bidder's performance hereunder, except as to such damages, liability, and expenses due to the sole negligence or willful acts of the City, its officers, employees or agents.

**28. Award of Contract**

- (a) Bids will be analyzed and award will be made to the lowest, responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to: bidder's past performance, total unit cost, economic cost analysis, life cycle costs, warranty and quality, maintenance cost, durability, the operational requirements of the City and any other factors which will result in the optimum economic benefit to the City.
- (b) The City reserves the right to reject any item or items, to waive informalities, technical defects and minor irregularities in bids received; and to select the bid(s) deemed most advantageous to the City. The City will, however, consider bids submitted on an "all or nothing" basis if the bid is clearly designated as such.
- (c) The City reserves the right to award one or more contracts on the bids submitted, either by award of all items to one bidder or by award of separate items or groups of items to various

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- (d) bidders as the interests of the City may require, unless the bidder clearly specifies otherwise in his bid.
  - (d) For the purpose of evaluating bids for multiple awards, the sum of \$100.00 is considered to be the administrative cost to the City for issuing and administering each contract awarded under this solicitation, and individual awards will be made for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative cost.
  - (e) Upon acceptance by the City of Chula Vista, the solicitation, bid, proposal, or price quotation and a purchase order issued to the successful bidder shall be deemed to result in a binding contract incorporating those terms and these General Provisions without further action required by either party. Items are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause 28 or any related integrated agreement.

### 29. Bid Results

To obtain bid results, either (1) attend bid opening or (2) referencing bid number a bid tabulation will be emailed to you upon verification of extensions or (3) visit the Purchasing Department no sooner than three (3) working days after bid opening to review bid tabulation. Due to time constraints, bid results cannot be given out over the phone.

### 30. Protests

Protests by unsuccessful bidders to the selection for award shall be submitted in writing to the Purchasing Agent no later than ten (10) calendar days after award recommendation. The unsuccessful bidder shall have the right to appear at the City Council to protest any award to be confirmed by Council. Failure to submit a timely written protest to the Purchasing Agent shall bar consideration of such protest.

### 31. Documentation

Due to the time constraints that affect contract performance, all required documents, certificates of insurance and bonds shall be provided to the City within ten (10) calendar days following award or date of request by City, whichever is later. Any failure to comply may result in bid being declared non-responsive and rejected, and at City's option the bid bond may be attached for damages suffered.

### 32. Discounts

- (a) Prompt payment discounts offered for payment within less than fifteen (15) calendar days will not be considered in evaluating bids for award. However, offered discounts of less than 15 days will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- (b) In connection with any discount offered, time will be computed from date of delivery and

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acceptance, or invoice receipt, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.

- (c) Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the City reserves the right to accept the discount offered and adjust prices accordingly on the Purchase Order.

### **33. Seller's Invoice**

Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Separate invoices are required for each Purchase Order. Invoices shall contain the following information: Purchase Order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.

### **34. Inspection and Acceptance**

Inspection and acceptance will be at destination unless specified otherwise, and will be made by the City department shown in the shipping address or other duly authorized representative of the City. Until delivery and acceptance, and after any rejection, risk of loss will be on the bidder unless loss results from negligence of the City.

### **35. Lost and Damaged Shipments**

Risk of loss or damage to items prior to the time of their receipt and acceptance by the City is upon the bidder. The City has no obligation to accept damaged shipments and reserves the right to return at the bidder's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

### **36. Late Shipments**

Bidder is responsible to notify the City department receiving the items and the Purchasing Agent of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.

### **37. Document Ownership**

- (a) All technical documents and records originated or prepared pursuant to this contract, including papers, reports, charts, and computer programs, shall be delivered to and become the exclusive property of the City and may be copyrighted by the City. Bidder assigns all copyrights to City by undertaking this agreement.
- (b) All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this contract shall be the property of the City, and all patents or copyrights shall be assigned to City, unless otherwise agreed. Bidder agrees that City may make modifications to computer software furnished by bidder without infringing bidder's copyright or any license granted to City.

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**38. Advertisements, Product Endorsements**

City employees and agencies or organizations funded by the City of Chula Vista are prohibited from making endorsements, either implied or direct, of commercial products or services without written approval of the City Manager. No bidder may represent that the City of Chula Vista has endorsed their product or service without the Purchasing Agent's prior written approval.

**39. City Provisions to Prevail**

Except as indicated in the specifications, the City's standard General Provisions shall govern any contract award. Any standard terms and conditions of bidder submitted by bidder shall not be acceptable to City unless expressly agreed to by the City. The City reserves the right to reject bidder's bid as non-responsive, to consider the bid without bidder's standard terms and conditions, or to require bidder to delete reference to such as a condition of evaluation or award of the bid. If, after award of contract, bidder (contract vendor) shall provide materials or services accompanied by new or additional standard terms or conditions, they too shall be considered void and City may require deletion as a further condition of performance by vendor. To the extent not otherwise provided for by the contract documents, the California Commercial Code shall apply.

**40. Invalid Provisions**

In the event that any one or more of the provisions of this agreement shall be found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect and be enforceable.

**41. Amendments and Modifications**

The Purchasing Agent may at any time, by written order, and without notice to the sureties, make a modification to the contract or an amendment to the Purchase Order, within the general scope of this contract, in (1) quantity of materials or service, whether more or less; (2) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City; (3) method of shipment or packing; and (4) place of delivery. If any such change causes an increase or decrease in the cost or the time required for the performance of this contract, an equitable adjustment shall be made by written modification of the contract or amendment to the Purchase Order. Any claim by the bidder for adjustment under this clause must be asserted within 30 calendar days from the notification date.

**42. Assignment**

Vendor shall not assign or delegate duties or responsibilities under this agreement, in whole or in part, without prior written approval of the City.

**43. Disputes**

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce this decision to writing and mail a copy to the bidder. The

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decision of the Purchasing Agent shall be final and conclusive, unless bidder requests mediation within ten (10) calendar days. Pending final decision of a dispute, the bidder shall proceed diligently with the performance of the contract and in accordance with the Purchasing Agent's decision.

#### 44. Mediation

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

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

#### 45. Lawful Performance

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

#### 46. Business License

Chula Vista Municipal Code Section 5.02.020 requires all vendors doing business with the City to obtain a Business License. Section 5.02.20 states: *It is unlawful for any person, or for any person as agent, clerk or employee, either for himself or for any other person, within the corporate limits of the City, to transact, engage in, or carry on any business, show, exhibition or game hereinafter specified without first having procured a license.*

#### 47. Annual Appropriation of Funds

Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds.

In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term, and if no funds are legally available from other sources, the lease or contract may be

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terminated at the end of the original term or renewal term and the City shall not be obligated to make further payments beyond the then current original or renewal term. The City will provide notice of its inability to continue the lease or contract at such time as the Purchasing Agent is aware of the non-appropriation of funds. However, failure to notify does not renew the term of the lease or contract. The City has no monetary obligation in event of termination or reduction of a term contract since such contracts represent estimated quantities and is not funded as a contract except to the extent of the Purchase Orders issued.

#### 48. Extension

When in the City's best interest, this agreement may be extended on a daily, month-to-month, or annual basis by mutual agreement of both parties. Services and/or materials received under an extension shall be in accordance with pricing, terms, and conditions, as described herein.

#### 49. Debarment

The Purchasing Agent may recommend to the City Council that the person or business be debarred from consideration for award of contracts. The period of debarment will be contingent upon the severity of cause. Causes for debarment include:

- (a) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty
- (b) Violation of contract provisions which is regarded by the Purchasing Agent to be so serious as to justify debarment action, including:
  - (1) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - (2) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts;
  - (3) Two or more claims of computational error in bid submission within a two year period.
- (c) Debarment by another governmental entity.
- (d) Any other cause the Purchasing Agent deems to be as serious and compelling as to affect responsibility as a City bidder. A bidder may be permanently debarred for the following causes:
  - (1) Collusion in bidding.
  - (2) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a contract or subcontract with the City of Chula Vista or in the performance of such contract or subcontract.
  - (3) Conviction under State or Federal antitrust statutes arising out of the submission of bids or proposals.

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**50. Termination**

The City may terminate this agreement and be relieved of any consideration to the vendor should vendor fail to perform in the manner required. Furthermore, the City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the vendor. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

**51. Venue**

This agreement shall be governed by and interpreted according to the laws of the State of California, and venue for any proceeding shall be in the County of San Diego.

(REV July 2015)



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**\*\*\*DISCLOURE STATEMENT\*\*\***

Pursuant to City Council Policy 101-01, prior to any action on a matter that requires discretionary action by the City Council, Planning Commission or other official legislative body of the City, a statement of disclosure of certain ownerships, financial interests, payments, and campaign contributions must be filed. The following information must be disclosed:

1. List the names of all persons\* having a financial interest in the project that is the subject of the application, project or contract (e.g. owner, applicant, contractor, subcontractor, material supplier).

Baker & Taylor, LLC

2. If any person\* identified in section 1. is a corporation or partnership, list the names of all individuals with an investment of \$2000 or more in the entity.

100% owned by Baker & Taylor Holdings LLC

3. If any person\* identified in section 1. is a non-profit organization or trust, list the names of any person who is the director of the non-profit organization or the names of the trustee, beneficiary and trustor of the trust.

N/A

4. Please identify every person,\* including any agents, employees, consultants, or independent contractors, whom you have authorized to represent you before the City in this matter.

Lee Ann Queen, Director - Pricing Services

N. Jo Sims, Vice President - Customer Administration

5. Has any person\* identified in 1., 2., 3., or 4., above, or otherwise associated with this contract, project or application, had any financial dealings with an official\*\* of the City of Chula Vista as it relates to this contract, project or application within the past 12 months? Yes \_\_\_ No X

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If Yes, briefly describe the nature of the financial interest the official\*\* may have in this contract.

Not Applicable

- 6. Has any person\* anyone identified in 1., 2., 3., or 4., above, or otherwise associated with this contract, project or application, made a campaign contribution of more than \$250 within the past twelve (12) months to an official of the City of Chula Vista? Yes \_\_\_\_\_ No X If yes, which official?

Not Applicable

Has any person\* identified in 1., 2., 3., or 4., above, or otherwise associated with this contract, project or application, provided more than \$460 (or an item of equivalent value) to an official\*\* of the City of Chula Vista in the past twelve (12) months? (This includes any payment that confers a personal benefit on the recipient, a rebate or discount in the price of anything of value, money to retire a legal debt, gift, loan, etc.) Yes \_\_\_\_\_ No X

If Yes, which official\*\* and what was the nature of item provided?

Not Applicable

- 7. Has any person\* identified in 1., 2., 3., or 4., above, or otherwise associated with this contract, project or application, been a source of income of \$500 or more to an official\*\* of the City of Chula Vista in the past twelve (12) months? Yes \_\_\_\_\_ No X

If Yes, identify the official\*\* and the nature of the income provided?

Not Applicable

Date: September 29, 2016

Lee Ann Jensen  
Signature of Contractor/Applicant

September 2, 2016



---

Lee Ann Queen, Director - Pricing Services

Print or type name of Contractor/Applicant

This Disclosure Statement must be completed at the time the project application, or contract, is submitted to City staff for processing, and updated within one week prior to consideration by the legislative body.

\* Person is defined as: any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, any other county, city, municipality, district, or other political subdivision, or any other group or combination acting as a unit.

\*\* Official includes, but is not limited to: Mayor, Council member, Planning Commissioner, Member of a board, commission, or committee of the City, and City employees or staff members.

ATTACHMENT A  
SAMPLE AGREEMENT  
DO NOT COMPLETE

**CITY OF CHULA VISTA  
CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT  
WITH CONTRACTOR/SERVICE PROVIDER  
TO PROVIDE [SERVICES TO BE PROVIDED]**

This Agreement is entered into effective as of ENTER DATE (“Effective Date”)<sup>1</sup> by and between the City of Chula Vista, a chartered municipal corporation (“City”) and CONTRACTOR/SERVICE PROVIDER, ENTITY TYPE (e.g. XYZ Inc. a California Corporation) (“Contractor/Service Provider”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

**RECITALS**

WHEREAS, ENTER RECITALS TO DESCRIBE BASIS FOR SERVICE – See example below <sup>2</sup>; and

WHEREAS, ENTER RECITALS TO DESCRIBE CONTRACTOR/SERVICE PROVIDER SELECTION PROCESS – See example below <sup>3</sup>; and

ENTER ADDITIONAL RECITALS AS NEEDED OR DELETE THIS LINE

WHEREAS, Contractor/Service Provider warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Contractor/Service Provider to City in accordance with the time frames and the terms and conditions of this Agreement.

**[End of Recitals. Next Page Starts Obligatory Provisions.]**

<sup>1</sup> If City Council approved, insert date of City Council approval. Otherwise, insert a date no later than date Consultant’s work commences.

<sup>2</sup> For example: “WHEREAS, City requires \_\_\_\_\_ [e.g., civil engineering] services in order to \_\_\_\_\_ [e.g., design a new intersection at X and Y streets];” and

<sup>3</sup> For example: “WHEREAS, In order to procure these services City solicited proposals in accordance with Chula Vista Municipal Code Section \_\_\_\_\_ [2.56.080 for contracts exceeding \$100,000; 2.56.090 for contracts of \$100,000 or less; 2.56.110 for “professional services” e.g., architects, lawyers, engineers, environmental], received \_\_\_ proposals, and selected Consultant as the most qualified amongst those submitting; and”

[OR, if the project was sole-sourced]

“WHEREAS, In order to procure these services Consultant was chosen based on Consultant’s unique qualifications, including \_\_\_\_\_; on this basis, Consultant was awarded the contract on a “sole source” basis under the authority of Chula Vista Municipal Code Section \_\_\_\_\_ [2.56.070.B.4. for contracts approved by City Council; 2.56.090.B.3. for contracts approved at a staff level].”

[OR, if an alternative procurement process is used]

“WHEREAS, In order to procure these services Consultant was chosen \_\_\_\_\_.”

**Consult with the City Attorney’s Office if none of these apply**

## OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Contractor/Service Provider hereby agree as follows:

### 1. SERVICES

1.1 Required Services. Contractor/Service Provider agrees to perform the services, and deliver to City the "Deliverables" (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the "Required Services."

1.2 Reductions in Scope of Work. City may independently, or upon request from Contractor/Service Provider, from time to time, reduce the Required Services to be performed by the Contractor/Service Provider under this Agreement. Upon doing so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City's Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Contractor/Service Provider provide additional services related to the Required Services ("Additional Services"). If so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, "Additional Services" shall also become "Required Services" for purposes of this Agreement.

1.4 Standard of Care. Contractor/Service Provider expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Contractor/Service Provider of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Contractor/Service Provider or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 4 indicates the need for Contractor/Service Provider to provide additional security for performance of its duties under this Agreement, Contractor/Service Provider shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.

1.7 Compliance with Laws. In its performance of the Required Services, Contractor/Service Provider shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Contractor/Service Provider shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Contractor/Service Provider shall submit for City's information and approval a list of any and all subcontractors to be used by Contractor/Service Provider in the performance of the Required Services. Contractor/Service Provider agrees to take appropriate measures necessary to ensure that all subcontractors and personnel utilized by the Contractor/Service Provider to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Contractor/Service Provider under this Agreement, Contractor/Service Provider shall ensure that each and every subcontractor carries out the Contractor/Service Provider's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Contractor/Service Provider's commencement of the Required Services hereunder, and shall terminate when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

## 2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Contractor/Service Provider in the amount(s) and on the terms set forth in Exhibit A, Section 3. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Contractor/Service Provider agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Contractor/Service Provider must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Contractor/Service Provider. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Contractor/Service Provider for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A and section 2.4, below. At City's discretion, invoices not timely submitted may be subject to a penalty of up to five percent (5%) of the amount invoiced.

2.4 Retention Policy. City shall retain ten percent (10%) of the amount due for Required Services detailed on each invoice (the "holdback amount"). Upon City review and determination of Project Completion, the holdback amount will be issued to Contractor/Service Provider.

2.5 Reimbursement of Costs. City may reimburse Contractor/Service Provider's out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Contractor/Service Provider shall be responsible for any and all out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services.

2.6 Exclusions. City shall not be responsible for payment to Contractor/Service Provider for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Contractor/Service Provider, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Contractor/Service Provider understands and agrees that payment to the Contractor/Service Provider or reimbursement for any Contractor/Service Provider costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Contractor/Service Provider of the terms of this Agreement. If City determines that Contractor/Service Provider is not entitled to receive any amount of compensation already paid, City will notify Contractor/Service Provider in writing and Contractor/Service Provider shall promptly return such amount.

### 3. INSURANCE

3.1 Required Insurance. Contractor/Service Provider must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the "Required Insurance"). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A X. For Workers' Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Contractor/Service Provider must include all sub-Contractor/Service Providers/subcontractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-Contractor/Service Providers must also comply with the terms of this Agreement.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City's Risk Manager.. The general liability additional insured coverage must be provided in the form of an endorsement to the Contractor/Service Provider's insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be "Primary." Contractor/Service Provider's general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is

wholly separate from the insurance provided by Contractor/Service Provider and in no way relieves Contractor/Service Provider from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days' prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Contractor/Service Provider must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Contractor/Service Provider's insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Contractor/Service Provider waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Contractor/Service Provider shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Contractor/Service Provider has obtained the Required Insurance in compliance with the terms of this Agreement. The words "will endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

- a. The "Retro Date" must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of this Agreement, the Contractor/Service Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work required by this Agreement.
- d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Contractor/Service Provider's obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Contractor/Service Provider maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

#### 4. INDEMNIFICATION



4.1. General. To the maximum extent allowed by law, Contractor/Service Provider shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, "Indemnified Parties"), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys' fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Contractor/Service Provider, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Contractor/Service Provider, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3. Costs of Defense and Award. Included in Contractor/Service Provider's obligations under this Section 4 is Contractor/Service Provider's obligation to defend, at Contractor/Service Provider's own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Contractor/Service Provider shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Contractor/Service Provider's Obligations Not Limited or Modified. Contractor/Service Provider's obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Contractor/Service Provider. Furthermore, Contractor/Service Provider's obligations under this Section 4 shall in no way limit, modify or excuse any of Contractor/Service Provider's other obligations or duties under this Agreement.

4.5. Enforcement Costs. Contractor/Service Provider agrees to pay any and all costs City incurs in enforcing Contractor/Service Provider's obligations under this Section 4.

4.6. Survival. Contractor/Service Provider's obligations under this Section 4 shall survive the termination of this Agreement.

## 5. FINANCIAL INTERESTS OF CONTRACTOR/SERVICE PROVIDER.

5.1. Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and Contractor/Service Providers performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Contractor/Service Provider shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures: Prohibited Interests. Independent of whether Contractor/Service Provider is required to file a Form 700, Contractor/Service Provider warrants and represents that it has disclosed to City any economic interests held by Contractor/Service Provider, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Contractor/Service Provider warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, to solicit or secure this Agreement. Further, Contractor/Service Provider warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor/Service Provider further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Contractor/Service Provider or Contractor/Service Provider's subcontractors. Contractor/Service Provider further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

## 6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Contractor/Service Provider shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Contractor/Service Provider shall violate any of the other covenants, agreements or conditions of this Agreement (each a "Default"), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Contractor/Service Provider. Such notice shall identify the Default and the Agreement termination date. If Contractor/Service Provider notifies City of its intent to cure such Default prior to City's specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Contractor/Service Provider up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Contractor/Service Provider shall immediately provide City any and all "Work Product" (defined in Section 7 below) prepared by Contractor/Service Provider as part of the Required Services. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider may be entitled to compensation for work satisfactorily performed prior to Contractor/Service Provider's receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Contractor/Service Provider of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Contractor/Service Provider shall immediately cease all work under the Agreement and promptly deliver all "Work Product" (defined in Section 7 below) to City. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining

Required Services requested or approved by City in advance that would maximize City's value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Contractor/Service Provider hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Contractor/Service Provider shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.

6.6 Service of Process. Contractor/Service Provider agrees that it is subject to personal jurisdiction in California. If Contractor/Service Provider is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Contractor/Service Provider irrevocably consents to service of process on Contractor/Service Provider by first class mail directed to the individual and address listed under "For Legal Notice," in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

## 7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively "Work Product") shall be the sole and exclusive property of City. No such Work Product shall be subject to private use, copyrights or patent rights by Contractor/Service Provider in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Contractor/Service Provider, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Contractor/Service Provider shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

## 8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Contractor/Service Provider's unique qualifications and traits. Contractor/Service Provider shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City's prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Contractor/Service Provider warrants and represents that they have the authority to execute same on behalf of Contractor/Service Provider and to bind Contractor/Service Provider to its obligations hereunder without any further action or direction from Contractor/Service Provider or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Contractor/Service Provider agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-Contractor/Service Providers.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 Independent Contractor. Contractor/Service Provider is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor/Service Provider or any of Contractor/Service Provider's officers, employees, or agents ("Contractor/Service Provider Related Individuals"), except as set forth in this Agreement. No Contractor/Service Provider Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Contractor/Service Provider Related Individuals; instead, Contractor/Service Provider shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Contractor/Service Provider shall not at any time or in any manner represent that it or any of its Contractor/Service Provider Related Individuals are employees or agents of City. Contractor/Service Provider shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

**(End of page. Next page is signature page.)**

**SIGNATURE PAGE**  
**CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Contractor/Service Provider agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

CONTRACTOR/SERVICE PROVIDER

CITY OF CHULA VISTA

BY: \_\_\_\_\_  
ENTER NAME OF SIGNATORY  
ENTER TITLE OF SIGNATORY

BY: \_\_\_\_\_  
Choose a signatory.  
Choose the signatory's title.

ATTEST<sup>4</sup>

BY: \_\_\_\_\_  
DONNA R. NORRIS, CMC  
CITY CLERK

APPROVED AS TO FORM

BY: \_\_\_\_\_  
GLEN R. GOOGINS  
CITY ATTORNEY

<sup>4</sup> Attestation signature only required if the Mayor signs the Agreement. If Mayor is not signing agreement, delete entire attestation signature block.

**EXHIBIT A**  
**SCOPE OF WORK AND PAYMENT TERMS**

INSTRUCTIONS: ENTER INFORMATION AS REQUESTED. FOR SECTIONS THAT PROVIDE OPTIONS, SELECT THE CORRECT OPTION AND **DELETE OPTIONS NOT SELECTED, INCLUDING ALL INSTRUCTIONS.**

**1. Contact People for Contract Administration and Legal Notice**

- A. City Contract Administration:  
 ENTER CITY STAFF PERSON NAME  
 ENTER MAILING ADDRESS  
 ENTER PHONE NUMBER  
 ENTER EMAIL ADDRESS

For Legal Notice Copy to:  
 City of Chula Vista  
 City Attorney  
 276 Fourth Avenue, Chula Vista, CA 91910  
 619-691-5037  
 CityAttorney@chulavistaca.us

- B. Contractor/Service Provider Contract Administration:  
**CONTRACTOR/SERVICE PROVIDER**  
 ENTER MAILING ADDRESS  
 ENTER PHONE NUMBER  
 ENTER EMAIL ADDRESS

For Legal Notice Copy to:  
 ENTER CONTRACTOR/SERVICE PROVIDER STAFF PERSON NAME  
 ENTER MAILING ADDRESS  
 ENTER PHONE NUMBER  
 ENTER EMAIL ADDRESS

**2. Required Services**

- A. General Description:  
 ENTER SUMMARY OF WORK TO BE PERFORMED (e.g. Contractor/Service Provider XYZ will provide Customer Service trainings to City staff)

- B. Detailed Description:  
 ENTER DETAILED INFORMATION INCLUDING CONDITIONS, TIME FOR COMPLETION, DELIVERABLES AND SCHEDULE (MAY BE WRITTEN AS NARRATIVE OR TABLE, AS ILLUSTRATED BELOW)

Task	Description	Deliverables	Completion Date
1	Example: Conduct trainings for City staff	Provide copy of training materials, sign-in sheet and	

		list of agreed-upon next steps	
2	ENTER ADDITIONAL LINES FOR TASKS AS NEEDED; DELETE EXCESS LINES		
3			
4			

3. **Term:** In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin ENTER DATE and end on ENTER DATE for completion of all Required Services.

4. **Compensation:** SELECT ONE OF THE FOLLOWING OPTIONS THEN **DELETE ANY OPTION THAT IS NOT APPLICABLE, AS WELL AS THESE INSTRUCTIONS**

A. Form of Compensation

Single Fixed Fee. For performance of all of the Required Services by Contractor/Service Provider as herein required, City shall pay a single fixed fee of \$ENTER CONTRACT AMOUNT, upon completion, to City's satisfaction, of such services.

**OR**

Fixed Fee Paid Increments. For the performance of each phase or portion of the Required Services by Contractor/Service Provider, as are separately identified above, City shall pay the fixed fee associated with each phase of service, in the amounts and at the times or milestones or deliverables set forth.

Phase	Deliverable	Amount

**OR**

Time and Materials. For performance of the Defined Services by Contractor/Service Provider as herein required, City shall pay Contractor/Service Provider for the productive hours of time spent by Contractor/Service Provider in the performance of said Services, at the rates or amounts as indicated below:

ENTER APPLICABLE RATES

B. Reimbursement of Costs

None, the compensation includes all costs

**OR**

Invoiced or agreed-upon amounts as follows:

ENTER OR ATTACH AND REFERENCE ANY AGREED-UPON COST REIMBURSEMENTS

**AND**

Notwithstanding the foregoing, the maximum amount to be paid to the Consultant for services performed through ENTER END OF CONTRACT DATE shall not exceed ENTER AMOUNT. If the City exercises its option to extend the Agreement, the amount to be paid to the Consultant for services provided during the term of that extension shall not exceed ENTER AMOUNT. If the City exercises all additional options to extend the Agreement, the total amount to be paid to the Consultant for services provided during the initial and optional extension periods shall not exceed ENTER AMOUNT..

**5. Special Provisions: CHECK ANY THAT APPLY OR SELECT "NONE," AND DELETE ALL INSTRUCTIONS.**

Permitted Sub-Contractor/Service Providers: LIST PERMITTED SUB-CONTRACTOR/SERVICE PROVIDERS (DELETE LINE IF NOT APPLICABLE)

Security for Performance: SEE CITY ATTORNEY (DELETE LINE IF NOT APPLICABLE)

Other: DESCRIBE SPECIAL PROVISIONS (DELETE LINE IF NOT APPLICABLE)

Options to Extend: Notwithstanding the completion date set forth in section 3.C., above, City has option to extend this Agreement for up to INSERT NUMBER OF YEARS additional years, in one-year increments. The Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained herein, provided that the amounts specified in Section 3., above, may be increased by up to INSERT PERCENTAGE OF INCREASE for each extension. The City shall give written notice to Contractor/Service Provider of the City's election to exercise the extension. Such notice shall be provided at least 30 days prior to the expiration of the term.

None



**EXHIBIT B**  
**INSURANCE REQUIREMENTS**  
**CONTRACTORS/SERVICE PROVIDERS**

Contractor/Service Provider shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount	Form
<input type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit  Additional Insured Endorsement or Blanket AI Endorsement for City*  Waiver of Recovery Endorsement	Insurance Services Office Form CG 00 01  <i>*Must be primary and must not exclude Products/Completed Operations</i>
<input type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned
<input type="checkbox"/>	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	

Other Negotiated Insurance Terms: ENTER ANY ADDITIONAL TERMS OR "NONE"

**EXHIBIT C**

**CONTRACTOR/SERVICE PROVIDER CONFLICT OF INTEREST DESIGNATION**

The Political Reform Act<sup>5</sup> and the Chula Vista Conflict of Interest Code<sup>6</sup> (“Code”) require designated state and local government officials, including some Contractor/Service Providers, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, Contractor/Service Providers designated to file the Form 700 are also required to comply with certain ethics training requirements.<sup>7</sup>

**1.Required Filers**

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Contractor/Service Provider,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

**2.Required Filing Deadlines**

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City’s online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

**3. Filing Designation**

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Contractor/Service Provider will provide. Notwithstanding this designation or anything in the Agreement, the Contractor/Service Provider is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 \*2.

**APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES**

*(Category descriptions available at [www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code](http://www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code).)*

<i>Name</i>	<i>Email Address</i>	<i>Applicable Designation</i>
Enter Name	Enter email address	<input type="checkbox"/> <b>A. Full Disclosure</b> <input type="checkbox"/> <b>B. Limited Disclosure</b> <i>(select one or more of the categories under which Contractor/Service Provider shall file):</i> <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input type="checkbox"/> <b>C. Excluded from Disclosure</b>
Enter Name	Enter email address	<input type="checkbox"/> <b>A. Full Disclosure</b> <input type="checkbox"/> <b>B. Limited Disclosure</b> <i>(select one or more of the categories under which Contractor/Service Provider shall file):</i> <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input type="checkbox"/> <b>C. Excluded from Disclosure</b>

Completed by: *Enter Name*

*(Add additional pages, as needed.)*

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the Contractor/Service Provider’s requirement to comply with the disclosure requirements set forth in the Code.

<sup>5</sup> Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

<sup>6</sup> Chula Vista Municipal Code §§2.02.010-2.02.040.

<sup>7</sup> Cal. Gov. Code §§53234, *et seq.*