Summary Title: Approve Three Contracts for Library Materials Acquisitions

Title: Approval of Library Contracts With Baker & Taylor for up to Six-years for a Total Amount Not-to-Exceed $2 Million for the Purchase of Library Materials and Services, With Ingram for up to Six-years for a Total Amount Not-to-Exceed $200,000 for Print Materials and Services, and With Midwest Tape for up to Six-years for a Total Amount Not-to-Exceed $700,000 for Media and Digital Materials and Services

From: City Manager

Lead Department: Library

RECOMMENDATION
Staff recommends that Council approve and authorize the City Manager or his designee to execute the following six-year contracts (July 2020 through June 2026):

1. Contract No. C20177635C with Midwest for media and digital materials and services in the amount of $110,000 in Fiscal Year 2021 and a total amount not to exceed $700,000. (Attachment A)
2. Contract No. C20177635A with Baker & Taylor for library materials and services in an amount not to exceed $210,000 in Fiscal Year 2021 and a total amount not to exceed $2 million (Attachment B)
3. Contract No. C20177635B with Ingram for print materials and services in an amount not to exceed $20,000 in Fiscal Year 2021 and a total amount not to exceed $200,000 (Attachment C)

EXECUTIVE SUMMARY
The contracts enable the Library to acquire materials and services. The Library will use Baker & Taylor as a primary supplier of materials and services related to the acquisition of materials. Ingram will be used as a secondary supplier for print materials and services as needed to best supply those materials in a particular format or quantity. Midwest Tape will be used as a secondary supplier for media materials and services as needed to best supply media in a particular format or quantity.
BACKGROUND
Since the mid-2000s, the Library has purchased over 90 percent of new items for its collections from suppliers who maintain large inventories of titles. These suppliers source materials from many publishers and producers in print, media and digital formats. To date, the Library has structured its materials contracts in tiers corresponding to suppliers’ abilities to provide materials in various formats.

The most recent library materials acquisition contracts lasted from July 2014 to June 2020. The contracted suppliers included Baker & Taylor as a primary supplier of print, media and digital materials for a total of $3 million, Ingram as a secondary supplier of print materials for $550,000 and Midwest Tape as a secondary supplier of media and digital materials for $450,000.

Given the imminent expiration of the existing contracts, Staff issued a Request for Proposal (RFP) on April 1, 2020 to wholesalers who provide these materials to public libraries. The RFP was structured such that suppliers could propose providing one or more of the following categories of library materials: adult books, children’s books, audiovisual media, library continuations, digital content, along with any associated services. Contracts will be established with one or more of the suppliers that best meet the selection criteria.

DISCUSSION
The role of the suppliers is two-fold: (1) supplying library materials and (2) providing and coordinating services for supplied materials. Obtaining print, media and digital materials through suppliers offers a variety of advantages over purchasing from individual publishers. First, the negotiation that suppliers undertake when building their own inventory translates into higher discounts off list or retail prices. These prices are typically unavailable to libraries that work with individual publishers and can only be obtained by working with suppliers. Next, suppliers are often able to provide larger and more varied inventories compared to individual publishers. Ultimately, this satisfies the requests of the Library customer base with a more organized and streamlined allocation of funds and staff resources.

Contracts with suppliers translate into system efficiencies in placing orders and processing payments. Streamlining the platforms that staff are required to use improves the responsiveness of staff to customer requests. This includes services such as delivering materials user-ready and tools for library collection management. When suppliers are able to provide these services, this decreases the demand placed on staff to engage in materials processing. As a result, staff are able to focus their expertise and time on serving customers. In the end, this decreases the time from material requests, to those materials making it onto our physical and digital shelves.

The term of the contract is six years. Staff has found that a multi-year contract is advantageous to the Library as it affords suppliers the ability to anticipate the Library’s needs based on its acquisition history, thus ensuring enough quantity of materials are available for the Library. It
also enables staff efficiency as there is an initial investment of staff resources in establishing workflow and processes between the Library and the suppliers for service to happen. Made once over a longer period of time, this initial investment pays off in the long run as it removes repeated training burden on staff.

**Summary of RFP Process**

A Request for Proposal (RFP) for the provision of library materials with services was issued on April 1, 2020 to 68 potential suppliers via Planetbids.com. The proposal period was 28 days. Proposals were received from five qualified suppliers: Baker & Taylor, Bibliotheca, Brodart, Midwest Tape, and Ingram.

The specifications of the RFP were as follows:

<table>
<thead>
<tr>
<th>RFP Number/Name</th>
<th>RFP177635/ Provision of Library Materials with Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed length</td>
<td>6 years</td>
</tr>
<tr>
<td>Number of prospective proposers on PlanetBids</td>
<td>12 suppliers downloaded RFP package; 68 suppliers were notified via PB</td>
</tr>
<tr>
<td>Total days to response</td>
<td>28 days</td>
</tr>
<tr>
<td>Number of attendees at pre-proposal meeting</td>
<td>N/A, no proposal meeting</td>
</tr>
<tr>
<td>Number of proposals received</td>
<td>5</td>
</tr>
<tr>
<td>Proposal price range</td>
<td>Not a base price project</td>
</tr>
</tbody>
</table>

An evaluation team consisting of staff from the Palo Alto City Library and Sunnyvale City Library evaluated five proposals. In evaluating proposals, the team used the following evaluation factors and weights as identified in the RFP. The criteria used to evaluate the proposals were as follows:

- Quality of the proposal
- Quality, performance and effectiveness of the solution, goods and/or services
- Experience
- Cost Evaluation
- Contractor’s financial stability
- Contractor’s ability to perform the contract within the time specified
- Contractor’s prior record of performance with city or others
- Contractor’s ability to provide future maintenance, repairs parts and/or services
- Contractor’s compliance with applicable laws, regulations, policies and guidelines

The evaluation was separated into two principal types of materials – Books (Print, Audio and Digital) and Media (DVD and BluRay DVD) - along with any associated services. Below is a summary of the evaluations for books and media.
Books (Print, Audio and Digital)
Three of the five suppliers who responded to the RFP submitted proposals to provide books. These suppliers were Baker & Taylor, Brodart, and Ingram. Overall, Baker & Taylor and Ingram Library Services were judged to be superior to those of Brodart. Both suppliers had superior inventory, variety of materials in stock, and level of services provided. Between the two, Baker & Taylor’s online database was judged to be more functional given cleaner visual user interface, more user-friendly system of search filters, and its search-by-review-source feature. These features currently result in greater staff efficiency in the selection and ordering of library materials. Additionally, over the past six years, Baker & Taylor’s Customized Library Services has been the Library’s primary supplier of books. The Library has invested considerable amount of resources in staff training and establishment of an effective workflow to acquire books from Baker & Taylor and prepare them for customer use. Therefore, staff recommended selecting Baker & Taylor as the primary supplier for the provision of adult and children’s materials.

Ingram was recommended as secondary as it provided materials from certain publishers that Baker & Taylor either did not have or was unable to provide in the same discount rate.

Media (DVD, BluRay DVD)
Three of the five suppliers who responded to the RFP submitted proposals to provide media. These suppliers were Baker & Taylor; Ingram; and Midwest Tape. Baker & Taylor and Midwest Tape have the types of inventory for media materials the Library needs. For the reasons noted above, Baker & Taylor’s online order database is more functional than both Ingram’s and Midwest Tape’s. Midwest Tape has been providing a streaming service that has been very popular with customers. It is also the sole provider of certain production labels, such as Disney.

An overall evaluation summary of the major components of the RFP indicated that Baker & Taylor has earned the highest average score among all of the five suppliers. Its scores in nine areas were either higher or the same as Ingram’s and Midwest Tapes’ scores. Midwest Tape had the second highest score, with Ingram coming in third. Therefore, Baker & Taylor was recommended for the provision of media materials as primary supplier. Midwest Tape was recommended as secondary as it provides materials from certain production companies that Baker & Taylor does not. Ingram does not have a comprehensive enough product line to meet the Library’s media needs.

In summary, based on the analysis of the submitted RFPs, staff proposes awarding contracts to the following vendors with contract amounts as shown. The FY 2021 contract amounts assumes budget reductions that were reviewed by Council and to be presented in the FY 2021 Adopted Budget. Contract amounts in future years are subject to appropriation during the annual budget process.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>First Year Contract (FY 2021)</th>
<th>Contract Years Two to Six</th>
<th>Total Not-to-Exceed</th>
</tr>
</thead>
</table>

City of Palo Alto
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Year 1 Cost</th>
<th>Year 2 Cost</th>
<th>Total Not-to-Exceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baker &amp; Taylor</td>
<td>$210,000</td>
<td>$358,000</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Midwest Tape</td>
<td>$110,000</td>
<td>$118,000</td>
<td>$700,000</td>
</tr>
<tr>
<td>Ingram</td>
<td>$20,000</td>
<td>$36,000</td>
<td>$200,000</td>
</tr>
<tr>
<td><strong>Total Not-to-Exceed</strong></td>
<td><strong>$340,000</strong></td>
<td><strong>$2,900,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

This contract is on the City’s General Services template, which permits the City to terminate without cause/for convenience by providing written notice to the contractor. In the event the City finds itself facing a challenging budget situation, and it is determined that City resources need to be refocused elsewhere, the City can terminate for convenience. Other options include termination due to non-appropriation of funds or amending the contract to reduce the cost, for example, by reducing the scope of work.

**TIMELINE**
Staff will acquire materials from these vendors as soon as the contracts are executed.

**RESOURCE IMPACT**
The year one cost of these three contracts is $340,000, which is recommended to be supported in the General Fund via the Library Department’s operating budget. Fiscal year (FY) 2021 funding is subject to City Council approval of the FY 2021 Operating Budget. Funding for future fiscal years through the remainder of these contracts is subject to City Council approval through the annual budget development process.

**POLICY IMPLICATIONS**
This recommendation does not represent any change to existing City policies.

**STAKEHOLDER ENGAGEMENT**
Staff has ongoing stakeholder engagement from the public on materials purchasing through feedback via a website feedback form, email and phone calls. Staff has also developed a new Engagement Plan which identifies relevant stakeholders and asks them to share their Library materials usage going forward as the Library re-opens in the COVID-19 environment. This new Engagement Plan launches with a survey in June and July 2020. This will be used to inform purchasing under this contract in FY21.

**ENVIRONMENTAL REVIEW**
Approval of contracts to purchase library materials does not constitute a project under the California Environmental Quality Act.

**Attachments:**
- Attachment A: C21177635C Midwest Tape - Council Ready
- Attachment B: C21177635A Baker Taylor - Council Ready
- Attachment C: C21177635B Ingram - Legal reviewed
CITY OF PALO ALTO CONTRACT NO. C21177635C

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND

MIDWEST TAPE, LLC FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 1st day of July, 2020, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and MIDWEST TAPE, LLC, a Ohio corporation, located at 1417 Timberwolf Drive, Holland, OH 43528 (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to procure media and digital materials and services (“Project”) and desires to engage a consultant to provide these materials and services in connection with the Project (“Services”).

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

SECTION 2. TERM.
The term of this Agreement shall be from the date of its full execution through June 30, 2026 unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit “B”, attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY’s agreement to extend the term or the schedule for performance shall not preclude recovery.
of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A” (“Basic Services”), and reimbursable expenses, shall not exceed Seven Hundred Thousand Dollars (700,000.00). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. Annual Not-to-Exceed amounts are:

- $110,000.00 in year 1 (July 1, 2020 through June 30, 2021)
- $118,000.00 in year 2 (July 1, 2021 through June 30, 2022)
- $118,000.00 in year 3 (July 1, 2022 through June 30, 2023)
- $118,000.00 in year 4 (July 1, 2023 through June 30, 2024)
- $118,000.00 in year 5 (July 1, 2024 through June 30, 2025)
- $118,000.00 in year 6 (July 1, 2025 through June 30, 2026)

The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “SCHEDULE OF RATES,” which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit “A”.

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT’s billing rates (set forth in Exhibit “C-1”). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT’s payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City’s project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or
similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT’s errors and omissions, including, but not limited to, the costs of corrections of such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds the CITY’s stated construction budget by ten percent (10%) or more, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT’s obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING. CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City Manager or designee.

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign James Gonzalez as the Project Manager to have supervisory responsibility for the performance, progress, and
execution of the Services and to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY’s project manager. CONSULTANT, at CITY’s request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY’s project manager is Diane Lai, Library Services Department, 3700 Middlefield Road, Palo Alto, CA 94303, Telephone: (650) 329-2517. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

**SECTION 14. OWNERSHIP OF MATERIALS.** Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

**SECTION 15. AUDITS.** CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT’s records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

**SECTION 16. INDEMNITY.**

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.
16.3. The acceptance of CONSULTANT’s services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best’s Key Rating Guide ratings of A:-VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY’s Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days’ notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT’s receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY’s Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT’s liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written
notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT’s services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the project director
at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.
21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the CITY’s Environmentally Preferred Purchasing policies which are available at CITY’s Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY’s Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

(a) All printed materials provided by CCONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY’s Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.

(b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY’s Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division’s office.

(c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.
CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 25. NON-APPROPRIATION

25.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

26.1 This Project is not subject to prevailing wages. CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than $25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, ‘improvement’) project of more than $15,000.

SECTION 27. MISCELLANEOUS PROVISIONS.

27.1. This Agreement will be governed by the laws of the State of California.

27.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

27.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys’ fees paid to third parties.

27.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.
27.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

27.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

27.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

27.8 In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT’s proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT’s proposal, the exhibits shall control.

27.9 If, pursuant to this Agreement with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident (“Personal Information”), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City’s express written consent.

27.10 [Reserved]

27.11 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

27.12 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.
IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

____________________________
City Manager

APPROVED AS TO FORM:

____________________________
City Attorney or designee

MIDWEST TAPE, LLC

Officer 1
By: Jeff Jankowski
Name: Jeff Jankowski
Title: Vice President

Officer 2
By: Sue Bascuk
Name: Sue Bascuk
Title: VP Finance

Attachments:
EXHIBIT “A”: SCOPE OF SERVICES
EXHIBIT “B”: SCHEDULE OF PERFORMANCE
EXHIBIT “C”: COMPENSATION
EXHIBIT “C-1”: SCHEDULE OF RATES
EXHIBIT “D”: INSURANCE REQUIREMENTS
EXHIBIT “A”
SCOPE OF SERVICES

A. REQUIREMENTS FOR PROVISION OF LIBRARY MATERIALS

CONSULTANT shall:

1. Maintain sufficient inventories, or be a major supplier, of at least two or more of the following categories of library materials:
   1.1 Adult books
   1.2 Teen and Juvenile books
   1.3 Adult media materials
   1.4 Teen and Juvenile media materials
   1.5 Continuations
   1.6 Leased books and DVDs
   1.7 Digital/electronic books and audio books
   1.8 Digital streaming audio books, music, videos
   1.9 Downloadable items

2. Provide the ability to create separate order accounts, as required by the Library, if proposing to supply more than one type of materials such as books, adult books cataloged and pre-processed, teen/juvenile books pre-processed, DVD cataloged and pre-processed, continuations, series on standing order, and leased plans.

3. Maintain price and inventory status information and be capable of providing this to the Library staff either online or by phone.

4. Accept orders for materials by phone, email, and via FTP using EDIFACT format.

5. Provide an online electronic ordering system that interfaces with the Sierra System at no charge to the Library. It should allow orders to be batched by accounts and provide same-day confirmation reports electronically.

6. Comply with the EDIFACT standard, which the Library has installed, providing the ability to send EDIFACT records which include item-specific information (such as Sierra Bib #, branch code and quantity, collection code, item type, and call number), as well as the ability for vendor’s records to automatically supply this information to the Sierra on-order record, including holdings at the time of order creation in Sierra.

7. Provide order confirmation and status information via FTP for uploading into the Library’s order records for all titles ordered electronically.

8. Conform to all standards required to operate and maintain electronic interfaces between the Library’s integrated library system and the Proposer’s ordering systems.
9. Accept titles ordered on a pre-publication basis and provide shipment of these titles within at the most one week of vendor receipt of inventory.

10. Agree to backorder, at the Library’s request, any title not available for immediate shipment following order, and to provide periodic reports on the status of such titles. The vendor will establish, in conjunction with the Library, a standard cancellation period that will remove titles not shipped within this period from the Library’s active order list.

11. Ship all materials in sturdy packaging directly to the Palo Alto City Library located at 3700 Middlefield Road, Palo Alto, California 94303. Each box will be labeled on the exterior as to total number of cartons in the shipment and with a reference number matching one found on an enclosed packing list.

12. Provide a separately mailed original and three copies of each invoice. Each invoice shall include list and discount price and any additional charges that apply to that shipment. Invoices shall also include appropriate California State sales tax (currently 9.25% in Palo Alto).

13. Provide electronic invoices via FTP for uploading into the Library’s order records for all titles ordered electronically.

14. Provide invoices for processing and cataloging services separate from invoices for new materials.

15. Accept for return and credit all materials that are defective, damaged, or otherwise not in compliance with the Library’s order. Vendor will assume expense for such returns.

16. Assign a primary contact to the Library’s account to assist with customer service issues.

B. VENDOR REQUIREMENTS FOR CUSTOMIZED CONTRACT TECHNICAL SERVICES

CONSULTANT shall:

1. Work, at no cost, with Library staff to develop and refine specifications for required services.

2. Provide separate accounting and invoicing of services, as opposed to the materials, provided.

3. Insure that 90% of processed materials are shipped to the Library within at most one week of receipt by the vendor, and 80% of shelf-ready materials are shipped to the Library (address specified as above) within two weeks of receipt by the vendor. Additionally, when proposing the provision of one or more of the specific services listed below, additional requirements must be met.
C. CATALOGING

CONSULTANT shall:

1. Identify, define, and provide a short description of the cataloging service(s) offered, including appropriate cost sheets for all types of formats for which cataloging services are provided.

2. Provide cataloging data via FTP on the Internet compatible with the Sierra system.

3. Provide full bibliographical records, with RDA implementation.

D. ITEM RECORDS

CONSULTANT shall:

1. When providing full customized catalog records, customize the item records to include the following subfields:
   1.1 barcode number
   1.2 call number
   1.3 collection code
   1.4 item type
   1.5 library code
   1.6 price

2. Insure that the full MARC customized cataloging record overlays the Library’s bibliographic on-order record (with Library determining the match points) and updates the item records (with Library determining the match points) automatically using the item information contained in the 949 tag of the MARC record.

E. PROCESSING

CONSULTANT shall:

1. Identify, define, and provide a short description of the physical processing service(s) offered, including appropriate cost sheets for all types of formats for which physical processing services are provided.

2. Upon request, provide samples of the materials, such as book jackets and spine labels, used in the technical processing services.

F. COLLECTION DEVELOPMENT

CONSULTANT shall:
1. Identify, define, and provide a description of collection development services and assistance, which includes, not is limited to, collection analysis of the Library’s collection, generating analytical reports and facilitating customer-driven acquisitions.

2. Identify and provide a description of tool(s) available to assist collection development activities. For example, the proposer offers tool(s) for online data analytics, curated lists of new titles, “hot” titles, etc.
EXHIBIT “B”
SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services in an ongoing manner outlined in the Scope of Services. The City representative will work with the CONSULTANT to determine an appropriate completion date within the term of the Agreement. The time to complete each task may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement.
EXHIBIT “C”
COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as exhibit C-1 up to the not to exceed budget amount for each task set forth below.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

<table>
<thead>
<tr>
<th>BUDGET SCHEDULE</th>
<th>NOT TO EXCEED AMOUNT</th>
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<tr>
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<tr>
<td>(July 1, 2020 through June 30, 2021)</td>
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<tr>
<td>Year 2</td>
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<tr>
<td>(July 1, 2021 through June 30, 2022)</td>
<td></td>
</tr>
<tr>
<td>Year 3</td>
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<tr>
<td>(July 1, 2022 through June 30, 2023)</td>
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<tr>
<td>Task 4</td>
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<td>(July 1, 2023 through June 30, 2024)</td>
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<td>Task 5</td>
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<td>(July 1, 2024 through June 30, 2025)</td>
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<td>Task 6</td>
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<tr>
<td>(July 1, 2025 through June 30, 2026)</td>
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<tr>
<td>Sub-total Basic Services</td>
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<td>Reimbursable Expenses</td>
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<td>Total Basic Services and Reimbursable expenses</td>
<td>$700,000.00</td>
</tr>
<tr>
<td>Maximum Total Compensation</td>
<td>$700,000.00</td>
</tr>
</tbody>
</table>
REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are: None

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than $0 shall be approved in advance by the CITY’s project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY’s project manager’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT’s proposed maximum compensation, including reimbursable expense, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.
EXHIBIT “C-1”
SCHEDULE OF RATES

Service Cost Schedule

Processing Prices:
- Single DVD - $4.00    Single Music CD - $3.35
- Double DVD - $4.00    Double Music CD - $3.35
- Multiple DVD - $6.20 (processed in to 4/6 case)  Multiple Music CD - $5.51
- *Blu-Ray DVDS – same as noted above.
- Audiobooks – Flat Rate $2.99

Free Audiobook Replacements – The library will receive free replacement Audiobook discs as needed to assist when an audiobook cannot be circulated due to a lost or damaged volume. Please contact your library assigned support person, Erica Rodriguez, when replacements are needed.

MARC Record Support:

Vendor Records for support in electronic ordering - Please see Chapter 4 Response document, page 4 for more information in terms of our free vendor records for ILS electronic ordering services along with details on tag designation for most Sierra ILS library tag information.

$1.20 Full MARC Records (per TITLE, not per copy) – these records are more detailed than the vendor records. This level of record has been found to be most cost and time effective for our libraries and is the most popular level of record for today’s audiovisual materials.

949 tag linking services (barcode into existing record) can be provided at a cost of $.25 per tag.

Materials Discount

<table>
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<th>Format</th>
<th>Seller can Supply</th>
<th># Titles in Inventory</th>
<th># Volumes in Inventory</th>
<th>Discount Off List Price</th>
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<tr>
<td></td>
<td>Yes</td>
<td>No</td>
<td></td>
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<tr>
<td>DVDs</td>
<td>YES</td>
<td>107,000</td>
<td>150,000-300,000</td>
<td>30% (including Blu-Ray DVD)</td>
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<tr>
<td>Digital/Electronic Books</td>
<td>YES (via our Hoopla Digital Platform)</td>
<td>315,246</td>
<td>Not applicable</td>
<td>No discount – per circulation charges range from $0.39 - $3.99 per borrow.</td>
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<tr>
<td>Service Type</td>
<td>Available</td>
<td>Quantity</td>
<td>Maximum Circulation</td>
<td>Price Details</td>
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<tr>
<td>------------------------------</td>
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<td>---------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Digital/Electronic Audiobooks</td>
<td>YES (via our Hoopla Digital Platform)</td>
<td>80,908</td>
<td>Not applicable</td>
<td>No discount – per circulation charges range from $0.39 - $3.99 per borrow.</td>
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<td>Audio Books on CD</td>
<td>YES</td>
<td>67,000</td>
<td>100,000 – 250,000</td>
<td>Sold at List price. Includes repacking into SoundSafe™ Case at no additional cost.</td>
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EXHIBIT “D”
INSURANCE REQUIREMENTS

Contractors to the City of Palo Alto (City), at their sole expense, shall for the term of the contract obtain and maintain insurance in the amounts for the coverage specified below, afforded by companies with AM Best’s Key Rating of A-:VII, or higher, licensed or authorized to transact insurance business in the State of California.

Award is contingent on compliance with City’s insurance requirements, as specified, below:

<table>
<thead>
<tr>
<th>REQUIRED</th>
<th>TYPE OF COVERAGE</th>
<th>REQUIREMENT</th>
<th>MINIMUM LIMITS</th>
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<tbody>
<tr>
<td>YES</td>
<td>WORKER’S COMPENSATION</td>
<td>STATUTORY</td>
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</tr>
<tr>
<td>YES</td>
<td>EMPLOYER’S LIABILITY</td>
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<td></td>
</tr>
<tr>
<td>YES</td>
<td>GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY</td>
<td>BODILY INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
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<td></td>
<td></td>
<td>BODILY INJURY &amp; PROPERTY DAMAGE COMBINED</td>
<td>$1,000,000</td>
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<tr>
<td>YES</td>
<td>AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED</td>
<td>BODILY INJURY</td>
<td>$1,000,000</td>
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<td></td>
<td></td>
<td>- EACH PERSON</td>
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<td>- EACH OCCURRENCE</td>
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<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td></td>
<td>BODILY INJURY AND PROPERTY DAMAGE, COMBINED</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE</td>
<td>ALL DAMAGES</td>
<td>$1,000,000</td>
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</tbody>
</table>

The City of Palo Alto is to be named as an additional insured: Contractor, at its sole cost and expense, shall obtain and maintain, in full force and effect throughout the entire term of any resultant agreement, the insurance coverage herein described, insuring not only Contractor and its subconsultants, if any, but also, with the exception of workers’ compensation, employer’s liability and professional insurance, naming as additional insureds City, its council members, officers, agents, and employees.

I. Insurance coverage must include:

A. A contractual liability endorsement providing insurance coverage for contractor’s agreement to indemnify City.

II. Contractor must submit certificate(s) of insurance evidencing required coverage at the following URL: https://www.planetbids.com/portal/portal.cfm?CompanyID=25569.

III. Endorsement provisions, with respect to the insurance afforded to “additional insureds”

A. Primary coverage

With respect to claims arising out of the operations of the named insured, insurance as afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.

B. Cross liability

The naming of more than one person, firm, or corporation as insureds under the policy shall
NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569

OR

HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP
Certificate Of Completion

Envelope Id: 48918AD0F9C64240A33564AAD25163BE
Status: Completed
Subject: Please DocuSign: C21177635C Midwest Tape - Legal reviewed - Midwest Tape reviewed.pdf

Document Pages: 21  Signatures: 2  Envelope Originator:
Certificate Pages: 2  Initials: 0  Terry Loo
AutoNav: Enabled  Enveloped stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking
Status: Original  Holder: Terry Loo  Location: DocuSign
6/9/2020 8:31:58 AM  Terry.Loo@CityofPaloAlto.org
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Palo Alto

Signer Events

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

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Electronic Record and Signature Disclosure:
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<tbody>
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<td>Sent: 6/9/2020 11:30:16 AM</td>
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<td><a href="mailto:Diane.Lai@CityofPaloAlto.org">Diane.Lai@CityofPaloAlto.org</a></td>
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<td>Division Head Library Services</td>
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<td>City of Palo Alto</td>
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<td>Certified Delivered</td>
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<td>6/9/2020 11:30:16 AM</td>
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</table>
AGREEMENT BETWEEN THE CITY OF PALO ALTO AND BAKER & TAYLOR, LLC FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 1st day of July, 2020, ("Agreement") by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and BAKER & TAYLOR, LLC, a Delaware corporation, located at 2810 Coliseum Centre, Drive, Suite 300, Charlotte, NC 28217-3252 ("CONSULTANT").

RECATALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to procure library materials and services ("Project") and desires to engage a consultant to provide these materials and services in connection with the Project ("Services").

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

SECTION 2. TERM. The term of this Agreement shall be from the date of its full execution through June 30, 2026 unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit “B”, attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY’s agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.
SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A” (“Basic Services”), and reimbursable expenses, shall not exceed Two Million Dollars (2,000,000.00). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. Annual Not-to-Exceed amounts are:

- $210,000.00 in year 1 (July 1, 2020 through June 30, 2021)
- $358,000.00 in year 2 (July 1, 2021 through June 30, 2022)
- $358,000.00 in year 3 (July 1, 2022 through June 30, 2023)
- $358,000.00 in year 4 (July 1, 2023 through June 30, 2024)
- $358,000.00 in year 5 (July 1, 2024 through June 30, 2025)
- $358,000.00 in year 6 (July 1, 2025 through June 30, 2026)

The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “SCHEDULE OF RATES,” which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit “A”.

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT’s billing rates (set forth in Exhibit “C-1”). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT’s payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City’s project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.
SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT’s errors and omissions, including, but not limited to, the costs of corrections of such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds the CITY’s stated construction budget by ten percent (10%) or more, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT’s obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING. CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City Manager or designee.

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Marie Franklin as the Project Manager to have supervisory responsibility for the performance, progress, and execution of the Services and to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any
key new or replacement personnel will be subject to the prior written approval of the CITY’s project manager. CONSULTANT, at CITY’s request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY’s project manager is Diane Lai, Library Services Department, 3700 Middlefield Road, Palo Alto, CA 94303, Telephone: (650) 329-2517. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT’s records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT’s services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will
not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best’s Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY’s Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days’ prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days’ notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT’s receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY’s Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT’s liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.
19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT’s services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the project director
at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.
21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the CITY’s Environmentally Preferred Purchasing policies which are available at CITY’s Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY’s Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

(a) All printed materials provided by CONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY’s Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.

(b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY’s Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division’s office.

(c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE. CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in

SECTION 25. NON-APPROPRIATION

25.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

26.1 This Project is not subject to prevailing wages. CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than $25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, ‘improvement’) project of more than $15,000.

SECTION 27. MISCELLANEOUS PROVISIONS.

27.1. This Agreement will be governed by the laws of the State of California.

27.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

27.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys’ fees paid to third parties.

27.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

27.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

27.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.
27.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

27.8. In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT’s proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT’s proposal, the exhibits shall control.

27.9. If, pursuant to this Agreement with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident (“Personal Information”), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City’s express written consent.

27.10. [Reserved]

27.11. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

27.12. This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.
IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

____________________________
City Manager

APPROVED AS TO FORM:

____________________________
City Attorney or designee

BAKER & TAYLOR, LLC

Officer 1
By: [Signature]
Name: Lee Ann Queen
Title: Director-Pricing Services

Officer 2
By: [Signature]
Name: Jennifer Rhyne
Title: Manager-Pricing Projects & Analytics

Attachments:
EXHIBIT “A”: SCOPE OF SERVICES
EXHIBIT “B”: SCHEDULE OF PERFORMANCE
EXHIBIT “C”: COMPENSATION
EXHIBIT “C-1”: SCHEDULE OF RATES
EXHIBIT “D”: INSURANCE REQUIREMENTS
EXHIBIT “A”
SCOPE OF SERVICES

A. REQUIREMENTS FOR PROVISION OF LIBRARY MATERIALS

CONSULTANT shall:

1. Maintain sufficient inventories, or be a major supplier, of at least two or more of the following categories of library materials:
   1.1 Adult books
   1.2 Teen and Juvenile books
   1.3 Adult media materials
   1.4 Teen and Juvenile media materials
   1.5 Continuations
   1.6 Leased books and DVDs
   1.7 Digital/electronic books and audio books
   1.8 Digital streaming audio books, music, videos
   1.9 Downloadable items

2. Provide the ability to create separate order accounts, as required by the Library, if proposing to supply more than one type of materials such as books, adult books cataloged and pre-processed, teen/juvenile books pre-processed, DVD cataloged and pre-processed, continuations, series on standing order, and leased plans.

3. Maintain price and inventory status information and be capable of providing this to the Library staff either online or by phone.

4. Accept orders for materials by phone, email, and via FTP using EDIFACT format.

5. Provide an online electronic ordering system that interfaces with the Sierra System at no charge to the Library. It should allow orders to be batched by accounts and provide same-day confirmation reports electronically.

6. Comply with the EDIFACT standard, which the Library has installed, providing the ability to send EDIFACT records which include item-specific information (such as Sierra Bib #, branch code and quantity, collection code, item type, and call number), as well as the ability for vendor’s records to automatically supply this information to the Sierra on-order record, including holdings at the time of order creation in Sierra.

7. Provide order confirmation and status information via FTP for uploading into the Library’s order records for all titles ordered electronically.

8. Conform to all standards required to operate and maintain electronic interfaces between the Library’s integrated library system and the Proposer’s ordering systems.
9. Accept titles ordered on a pre-publication basis and provide shipment of these titles within at the most one week of vendor receipt of inventory.

10. Agree to backorder, at the Library’s request, any title not available for immediate shipment following order, and to provide periodic reports on the status of such titles. The vendor will establish, in conjunction with the Library, a standard cancellation period that will remove titles not shipped within this period from the Library’s active order list.

11. Ship all materials in sturdy packaging directly to the Palo Alto City Library located at 3700 Middlefield Road, Palo Alto, California 94303. Each box will be labeled on the exterior as to total number of cartons in the shipment and with a reference number matching one found on an enclosed packing list.

12. Provide a separately mailed original and three copies of each invoice. Each invoice shall include list and discount price and any additional charges that apply to that shipment. Invoices shall also include appropriate California State sales tax (currently 9.25% in Palo Alto).

13. Provide electronic invoices via FTP for uploading into the Library’s order records for all titles ordered electronically.

14. Provide invoices for processing and cataloging services separate from invoices for new materials.

15. Accept for return and credit all materials that are defective, damaged, or otherwise not in compliance with the Library’s order. Vendor will assume expense for such returns.

16. Assign a primary contact to the Library’s account to assist with customer service issues.

**B. VENDOR REQUIREMENTS FOR CUSTOMIZED CONTRACT TECHNICAL SERVICES**

CONSULTANT shall:

1. Work, at no cost, with Library staff to develop and refine specifications for required services.

2. Provide separate accounting and invoicing of services, as opposed to the materials, provided.

3. Insure that 90% of processed materials are shipped to the Library within at most one week of receipt by the vendor, and 80% of shelf-ready materials are shipped to the Library (address specified as above) within two weeks of receipt by the vendor. Additionally, when proposing the provision of one or more of the specific services listed below, additional requirements must be met.
C. CATALOGING

CONSULTANT shall:

1. Identify, define, and provide a short description of the cataloging service(s) offered, including appropriate cost sheets for all types of formats for which cataloging services are provided.

2. Provide cataloging data via FTP on the Internet compatible with the Sierra system.

3. Provide full bibliographical records, with RDA implementation.

D. ITEM RECORDS

CONSULTANT shall:

1. When providing full customized catalog records, customize the item records to include the following subfields:
   1.1 barcode number
   1.2 call number
   1.3 collection code
   1.4 item type
   1.5 library code
   1.6 price

2. Insure that the full MARC customized cataloging record overlays the Library’s bibliographic on-order record (with Library determining the match points) and updates the item records (with Library determining the match points) automatically using the item information contained in the 949 tag of the MARC record.

E. PROCESSING

CONSULTANT shall:

1. Identify, define, and provide a short description of the physical processing service(s) offered, including appropriate cost sheets for all types of formats for which physical processing services are provided.

2. Upon request, provide samples of the materials, such as book jackets and spine labels, used in the technical processing services.

F. COLLECTION DEVELOPMENT

CONSULTANT shall:
1. Identify, define, and provide a description of collection development services and assistance, which includes, not is limited to, collection analysis of the Library’s collection, generating analytical reports and facilitating customer-driven acquisitions.

2. Identify and provide a description of tool(s) available to assist collection development activities. For example, the proposer offers tool(s) for online data analytics, curated lists of new titles, “hot” titles, etc.
CONSULTANT shall perform the Services in an ongoing manner outlined in the Scope of Services. The City representative will work with the CONSULTANT to determine an appropriate completion date within the term of the Agreement. The time to complete each task may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement.
EXHIBIT “C”
COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as exhibit C-1 up to the not to exceed budget amount for each task set forth below.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

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<thead>
<tr>
<th>BUDGET SCHEDULE</th>
<th>NOT TO EXCEED AMOUNT</th>
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<tbody>
<tr>
<td>Year 1</td>
<td>$210,000.00</td>
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<tr>
<td>(July 1, 2020 through June 30, 2021)</td>
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<tr>
<td>Year 2</td>
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<td>(July 1, 2021 through June 30, 2022)</td>
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<tr>
<td>Year 3</td>
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<td>(July 1, 2022 through June 30, 2023)</td>
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<td>Task 4</td>
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<td>(July 1, 2023 through June 30, 2024)</td>
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<td>Task 5</td>
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<td>Sub-total Basic Services</td>
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</tr>
<tr>
<td>Maximum Total Compensation</td>
<td>$2,000,000.00</td>
</tr>
</tbody>
</table>
**REIMBURSABLE EXPENSES**

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are: **None**

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than $0 shall be approved in advance by the CITY’s project manager.

**ADDITIONAL SERVICES**

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY’s project manager’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT’s proposed maximum compensation, including reimbursable expense, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.
RATES ON LIBRARY MATERIALS

Adult Books

a) Baker & Taylor agrees to deduct from the publisher’s standard list price when invoicing the City the following flat percentage discounts:

<table>
<thead>
<tr>
<th></th>
<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade editions</td>
<td>47.1%</td>
</tr>
<tr>
<td>Mass market paperback editions</td>
<td>41.2%</td>
</tr>
<tr>
<td>Quality paperback editions</td>
<td>41.2%</td>
</tr>
<tr>
<td>Short discount publications</td>
<td>10.0%</td>
</tr>
</tbody>
</table>

* Titles which receive minimal publisher discount will be invoiced at publisher 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. These titles may be blocked from order upon request.

b) Baker & Taylor does not provide additional discounts when multiple copies of a title are ordered.

c) No flat service charge per item for non-discount items or where publisher requires prepayment from supplier.

d) Delivery or shipping charged (FOB/Palo Alto, CA) is FOB Destination, free shipping.

e) Baker & Taylor does not have a unit order requirement.

f) Address of the principal warehouse from which items will be shipped to Library.

Principal
501 South Gladiolus Street Momence, IL 60954

Supplementary
251 Mt. Olive Church Road Commerce, GA 30599
g) Baker & Taylor currently has 349,000 (#) hardbound and quality paperback book titles and 6.3 million (#) hardbound and quality book volumes in the above category (adult books) in stock at the warehouse indicated above.

h) Baker & Taylor currently has 9,400(#) mass market paperback book titles and 554,000 (#) massmarket paperback book volumes lnthe above category (adult books) in stock at the warehouse Indicated above.

i) Estimated time from receipt of book order by vendor to delivery of items In Palo Alto, CA if item(s) in stock Number of days (excluding weekends & holidays) is 4-5 business days
(non-processed material, shipped from Momence, IL)

j) Additional warehouses or fulfillment system that can be used in providing requested titles to the City:

Baker & Taylor offer product shipments from a primary service center in Momence, IL and requested titles from a supplementary center in Commerce, GA. Additionally, our VIP program provides access to inventory on publisher shelves.

VIP- Virtual Inventory Program
Get access to over 2 million titles readily available to ship with B&T's new VIP Program. Why buy titles from vendors and retailers who do not provide critical value-added services? Let Baker & Taylor's VIP Program create the one-stop shopping experience that will offer you and your patrons the broadest range of titles and inventory coverage in the industry. B&T has partnered with over 100 of the most important publishers in the business to deliver a unique service, providing us with their inventory positions - on their shelves - in real time, visible I Title Source! Benefits of sourcing titles through Baker & Taylor:

• VIP gives access to an additional 800,000 titles with publisher in stock availability and adds to B&T's offering totaling over 2 million in stock titles
• Program provides an initial fill rate of over 90% - the highest in the industry
• No disruption to your workflow - get the titles you need with all the value-added services you depend on from Baker & Taylor
• Enhance the breadth of titles you can bring to your patrons

k) A list of publishers and/or Imprints that are unavailable from Bake & Taylor.

Appendix 6 is a listing of Publishers Supplied (DVD product). As the list of publishers supplied is too large to reproduce here, we have provided instead a listing of Publishers Not Supplied (Print and Spoken Word Audio CD), Appendix 7.

Additionally, the Library is a subscriber to our Title Source database; publishers may also be viewed via the website.
Juvenile Books

Baker & Taylor’s Appendix 2 for a complete outline of discount terms and Appendix 3 for material category definitions.

a) Baker & Taylor agrees to deduct from the publisher’s standard list price when invoicing the City the following flat percentage discounts:

- Juvenile Trade editions 47.1%
- Juvenile reinforced editions 22.3%
- Mass market paperback editions 41.2%
- Quality paperback editions 41.2%
- Short discount publications 10.0%*

* Titles which receive minimal publisher discount will be invoiced at publisher 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. These titles may be blocked from order upon request.

- Digital/Electronic Books 0.0%*

** eBook and eAudiobook editions will be invoiced at publisher list price. The Library is currently a subscriber to the hosting platform, Axis 360. We will be pleased to extend existing service pricing through the initial term of this contract.

b) Baker & Taylor does not provide additional discounts when multiple copies of a titles are ordered

c) No flat service charge per item for non-discount items or where publisher requires prepayment from supplier.

d) Delivery or shipping charged (FOB/Palo Alto, CA) is FOB Destination, free shipping.

e) Baker & Taylor does not have a unit order requirement.

f) Address of the principal warehouse from which items will be shipped to Library.

Principal
501 South Gladiolus Street Momence, IL 60954

Supplementary
251 Mt. Olive Church Road Commerce, GA 30599

g) Baker & Taylor currently has 315,488 (#) hardbound and quality paperback book titles and 3.8 million (#) hardbound and quality book volumes in the above category (juvenile books) in stock at the warehouse indicated above.
h) Baker & Taylor currently has 3,700 (#) mass market paperback book titles and 116,000 (#) mass market paperback book volumes in the above category (juvenile books) in stock at the warehouse Indicated above.

i) Estimated time from receipt of book order by vendor to delivery of items In Palo Alto, CA if item(s) in stock Number of days (excluding weekends & holidays) is 4-5 business days
   (non-processed material, shipped from Momence, IL)

j) Baker & Taylor offers product shipments from a primary service center in Momence, IL and requested titles from a supplementary center in Commerce, GA. Additionally, our VIP program provides access to inventory on publisher shelves.

VIP- Virtual Inventory Program
Get access to over 2 million titles readily available to ship with B&T's new VIP Program. Why buy titles from vendors and retailers who do not provide critical value-added services? Let Baker & Taylor's VIP Program create the one-stop shopping experience that will offer you and your patrons the broadest range of titles and inventory coverage in the industry. B&T has partnered with over 100 of the most important publishers in the business to deliver a unique service, providing us with their inventory positions - on their shelves - in real time, visible I Title Source!

Benefits of sourcing titles through Baker & Taylor:
- VIP gives access to an additional 800,000 titles with publisher in stock availability and adds to B&T's offering totaling over 2 million in stock titles
- Program provides an initial fill rate of over 90% - the highest in the industry
- No disruption to your workflow - get the titles you need with all the value-added services you depend on from Baker & Taylor
- Enhance the breadth of titles you can bring to your patrons

k) A list of publishers and/or Imprints that are unavailable from Baker & Taylor.

Appendix 6 for a listing of Publishers Supplied (DVD product). As the list of publishers supplied is too large to reproduce here, we have provided instead a listing of Publishers Not Supplied (Print and Spoken Word Audio CD), Appendix 7.

Additionally, the Library is a subscriber to our Title Source database; publishers may also be viewed via the website.
Adult Audio-Visual Materials

a) Baker & Taylor shall provide the following adult audio-Visual formats to the City, will offer the following inventories in its principal warehouse.

<table>
<thead>
<tr>
<th>Format</th>
<th>Seller can Supply</th>
<th># Titles in Inventory</th>
<th>#Volumes in Inventory</th>
<th>Discount Off List Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DVDs</td>
<td>X</td>
<td>Yes</td>
<td>23,000</td>
<td>449,000</td>
</tr>
<tr>
<td>Digital/Electronic Books</td>
<td>X</td>
<td>Yes</td>
<td>1.6 million</td>
<td>N/A</td>
</tr>
<tr>
<td>Digital/Electronic Audiobooks</td>
<td>X</td>
<td>Yes</td>
<td>152,000</td>
<td>N/A</td>
</tr>
<tr>
<td>Audio Books on CD</td>
<td>X</td>
<td>Yes</td>
<td>7,200</td>
<td>70,800</td>
</tr>
</tbody>
</table>

* This discount will apply to recent release, popular titles as produced by widely distributed publishers. Not all spoken word audio CD titles meet these criteria. Other editions will be invoiced as outlined in categories I, VII, VIII, IX, X, or XI (Appendix 2 and 3).

b) Baker & Taylor maintains Inventories for each of these formats and Insure timely delivery to the City.

c) Baker & Taylor does not provide additional discounts when multiple copies of a title are ordered.

d) No Flat service charge per item for non-discount items or where publisher requires prepayment from supplier.

e) Delivery or shipping charges (FOB/Pale Alto. CA) is FOB Destination, with free shipping.

f) Baker & Taylor does not have a unit order requirement.

g) Estimated time from receipt of order by vendor to delivery of items in Palo Alto, CA if item(s) in stock. Number of days (excluding weekends & holidays) is 4-5 business days. (non-processed material, shipped from Momence, IL)

h) Baker & Taylor offers product shipments from a primary service center in Momence, IL and requested titles from a supplementary center in Commerce, GA.

Appendix 6 for a listing of Publishers Supplied (DVD product). As the list of publishers supplied is too large to reproduce here, we have provided instead a listing of Publishers Not Supplied (Print and Spoken Word Audio CD), Appendix 7.

Additionally, the Library is a subscriber to Baker & Taylor’s Title Source database; publishers may also be viewed via the website.
**Juvenile Audio-Visual Materials**

a) Baker & Taylor shall provide the following juvenile audio-visual formats to the City, will offer the following discounts off of list price; and has the following inventories in its principal warehouse.

<table>
<thead>
<tr>
<th>Format</th>
<th>Seller can Supply</th>
<th># Titles in Inventory</th>
<th>#Volumes in Inventory</th>
<th>Discount Off List Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>DVDs</td>
<td>X</td>
<td>2,700</td>
<td>143,000</td>
<td>29.0%</td>
</tr>
<tr>
<td>Digital/Electronic Books</td>
<td>X</td>
<td>225,600</td>
<td>N/A</td>
<td>0.0%</td>
</tr>
<tr>
<td>Digital/Electronic Audiobooks</td>
<td>X</td>
<td>25,200</td>
<td>N/A</td>
<td>0.0%</td>
</tr>
<tr>
<td>Audio Books on CD</td>
<td>X</td>
<td>874</td>
<td>9,500</td>
<td>45.4% * Category Definition XII</td>
</tr>
</tbody>
</table>

* This discount will apply to recent release, popular titles as produced by widely distributed publishers. Not all spoken word audio CD titles meet these criteria. Other editions will be invoiced as outlined in categories I, VII, VIII, IX, X, or XI (Appendix 2 and 3).

b) Baker & Taylor maintains inventories for each these formats and insure timely delivery to the City.

c) Baker & Taylor does not provide additional discounts when multiple copies of a title are ordered:

d) No Flat service charge per item for non-discount items or where publisher requires prepayment from Baker & Taylor.

e) Delivery or shipping charges (FOB/Palo Alto, CA) is FOB Destination, with free shipping

f) Baker & Taylor does not have a unit order requirement.

g) Estimated time from receipt of order by Baker & Taylor to delivery of items In Palo Alto, CA if item(s) in stock is excluding weekends & holidays 4-5 business days.  

   (non-processed material, shipped from Momence, IL)

h) Baker & Taylor offers product shipments from a primary service center in Momence, IL and requested titles from a supplementary center in Commerce, GA. Appendix 6 for a listing of Publishers Supplied (DVD product). As the list of publishers supplied is too large to reproduce here, we have provided instead a listing of Publishers Not Supplied (Print and Spoken Word Audio CD), Appendix 7. Additionally, the Library is a subscriber to Baker & Taylor’s Title Source database; publishers may also be viewed via the website.
APPENDIX 1
PRICING PROPOSAL – PRINT MATERIAL

Based on the information contained in your RFP, we are pleased to propose the following pricing for print material. BAKER & TAYLOR reserves the right to adjust pricing if the Library’s requirements change at any time throughout the project. Should the library require additional services in collection development, cataloging, processing, reporting, storage, or shipment, BAKER & TAYLOR may adjust pricing accordingly. If the library system cannot be accessed via our Z39.50 methodology, then we may discuss alternative methodologies for system and shelf ready material. It should be noted that the cost for an alternative methodology other than what is outlined within this proposal, would be different than the pricing quoted below. All items will be supplied by Baker & Taylor unless otherwise noted:

FULL SHELF-READY SERVICES .................................................. $4.20/UNIT
   INCLUDES:
   1. ADAPTIVE AND COPY CATALOGING WITH CIP UPGRADES WHERE NEEDED, UTILIZING Z39.50
      PROTOCOL
   2. ITEM LINKING
   3. PROJECT MANAGEMENT SUPPORT
   4. MYLAR JACKET
   5. PROPERTY STAMP (LIBRARY SUPPLIED)
   6. BARCODE LABEL
   7. LABEL PROTECTORS
   8. BRANCH LABEL (IF DESIRED)
   9. SPINE LABEL
  10. GENRE LABELS
  11. FRIENDS BOOKPLATE (AS NEEDED)
  12. COLOR CODED NEW LABELS
  13. ADHESIVE POCKET (FOR ACCOMPANYING DISCS)
  14. HUB/DONUT LABEL (FOR ACCOMPANYING DISCS)
  15. DISC INCLUDED LABEL (FOR MATERIAL WITH ACCOMPANYING DISC)
  16. RFID, APPLIED AND LINKED (LIBRARY SUPPLIED)

ADDITIONAL SERVICES AT THE LIBRARY’S REQUEST:
PLASTIC LAMINATE FOR PAPERBACK COVER REINFORCEMENT (10 MIL) ........................................ $$ 2.09/UNIT
POLY LAMINATE FOR PAPERBACK COVER REINFORCEMENT (7 MIL) ........................................ $$ 1.29/UNIT
ORIGINAL CATALOGING .......................................................................................... $10.00/TITLE
BRANCH SHIPPING .................................................................................................. $0.25/UNIT

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

♦ FOR THOSE RECORDS WHERE CATALOGING IS NOT AVAILABLE IN THE LIBRARY’S DATABASE OR B&T’S CATALOGING UTILITY, CLS WILL PROVIDE AN ORIGINAL CATALOGING RECORD FOR $10.00/TITLE. TITLES REQUIRING ORIGINAL CATALOGING WILL BE PRICED SEPARATELY AT $10.00/TITLE FOR THE FIRST COPY OF EVERY TITLE ORDERED. IF MULTIPLE COPIES OF A TITLE ARE ORDERED, THE $10.00 CHARGE WILL ONLY APPLY ONCE, HOWEVER, THE COMPREHENSIVE CATALOGING AND PROCESSING CHARGE WILL APPLY TO EACH UNIT INCLUDING THE INITIAL UNIT THAT RECEIVES THE $10.00 CHARGE.
APPENDIX 1 (CONTINUED)

SPOKEN WORD AUDIO CD CATALOGING AND PROCESSING SERVICES

Based on the information contained in your RFP, we are pleased to propose the following pricing for spoken word audio CD material. BAKER & TAYLOR reserves the right to adjust pricing if the Library's requirements change at any time throughout the project. Should the library require additional services in collection development, cataloging, processing, reporting, storage, or shipment, BAKER & TAYLOR may adjust pricing accordingly. If the library system cannot be accessed via our Z39.50 methodology, then we may discuss alternative methodologies for system and shelf ready material. It should be noted that the cost for an alternative methodology other than what is outlined within this proposal, would be different than the pricing quoted below. All items will be supplied by Baker & Taylor unless otherwise noted:

SHELF READY SPOKEN WORD AUDIO CD...........................................$6.45/UNIT*

Includes:

1. Adaptive and copy cataloging utilizing Z39.50 protocol
2. Item linking
3. Project management support
4. Repackaging into durable case
5. Digital media processing (digitally scanned artwork with embedded labels)
6. Barcode label (embedded label)
7. Branch label (embedded label)
8. Spine label (embedded label)
9. Do not check in without ____ Discs label (embedded label)
10. Property label (embedded label)
11. Friends bookplate (as needed)
12. Hub/donut labels each disc
13. RFID on 1st Disc, applied and linked (Library supplied)

* NOTE: Due to supplier restrictions, digitally scanned artwork is not available for titles produced by Blackstone Audio.

* Cataloging and processing prices are for both single and multiple disc formats.

Additional services at the library's request:
Original cataloging ............................................................................................ $10.00/TITLE
Branch shipping .................................................................................................... $0.25/UNIT

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

- For those records where cataloging is not available in the library's database or B&T's cataloging utility, CLS will provide an original cataloging record for $10.00/TITLE. Titles requiring original cataloging will be priced separately at $10.00/TITLE for the first copy of every title ordered. If multiple copies of a title are ordered, the $10.00 charge will only apply once, however, the comprehensive cataloging and processing charge will apply to each unit including the initial unit that receives the $10.00 charge.
APPENDIX 1 (CONTINUED)

DVD CATALOGING AND PROCESSING SERVICES

Based on the information contained in your RFP, we are pleased to propose the following pricing for DVD material. BAKER & TAYLOR reserves the right to adjust pricing if the Library’s requirements change at any time throughout the project. Should the library require additional services in collection development, cataloging, processing, reporting, storage, or shipment, BAKER & TAYLOR may adjust pricing accordingly. If the library system cannot be accessed via our Z39.50 methodology, then we may discuss alternative methodologies for system and shelf ready material. It should be noted that the cost for an alternative methodology other than what is outlined within this proposal, would be different than the pricing quoted below. All items will be supplied by Baker & Taylor unless otherwise noted:

SHELF READY DVD..................................................................................$5.85/UNIT (1)(2)

INCLUDES:

14. ADAPTIVE AND COPY CATALOGING UTILIZING Z39.50 PROTOCOL
15. ITEM LINKING
16. PROJECT MANAGEMENT SUPPORT
17. REPACKAGING INTO DURABLE CASE
18. DIGITAL MEDIA PROCESSING (DIGITALLY SCANNED ARTWORK WITH EMBEDDED LABELS)
19. BARCODE LABEL (EMBEDDED LABEL)
20. BRANCH LABEL (EMBEDDED LABEL)
21. SPINE LABEL (EMBEDDED LABEL)
22. DO NOT CHECK IN WITHOUT ___ DISCS LABEL (EMBEDDED LABEL)
23. PROPERTY LABEL (EMBEDDED LABEL)
24. FRIENDS BOOKPLATE (AS NEEDED)
25. HUB/DONUT LABELS EACH DISC
26. RFID ON 1ST DISC, APPLIED AND LINKED (LIBRARY SUPPLIED)

(1) CATALOGING AND PROCESSING PRICE FOR DVD IS FOR BOTH SINGLE AND MULTIPLE DISC FORMATS.

(2) PLEASE NOTE: CATALOGING/PROCESSING SERVICES ARE NOT AVAILABLE FOR PRODUCT ISSUED BY BUENA VISTA HOME ENTERTAINMENT, AKA WALT DISNEY STUDIOS HOME ENTERTAINMENT (BVHE)

ADDITIONAL SERVICES AT THE LIBRARY’S Request:

ORIGINAL CATALOGING .........................................................................$10.00/TITLE
BRANCH SHIPPING ..................................................................................$0.25/UNIT

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

• FOR THOSE RECORDS WHERE CATALOGING IS NOT AVAILABLE IN THE LIBRARY’S DATABASE OR B&T’S CATALOGING UTILITY, CLS WILL PROVIDE AN ORIGINAL CATALOGING RECORD FOR $10.00/TITLE. TITLES REQUIRING ORIGINAL CATALOGING WILL BE PRICED SEPARATELY AT $10.00/TITLE FOR THE FIRST COPY OF EVERY TITLE ORDERED. IF MULTIPLE COPIES OF A TITLE ARE ORDERED, THE $10.00 CHARGE WILL ONLY APPLY ONCE, HOWEVER, THE COMPREHENSIVE CATALOGING AND PROCESSING CHARGE WILL APPLY TO EACH UNIT INCLUDING THE INITIAL UNIT THAT RECEIVES THE $10.00 CHARGE.
Appendix 1

Standard Processing Services-Print Materials

Mylar (taped, glued or loose) ................................................................. $0.69/unit
Customer Supplied Barcode ............................................................... $0.25/label
Customer Supplied RFID tag (applied & linked) ................................. $0.49/tag
Customer supplied stamp ................................................................. $0.20/first location
                           $0.10/each additional location
## APPENDIX 2

### Baker & Taylor

**Discount Terms and Conditions of Sale (Firm Order and Continuation Services)**

**Palo Alto City Library (CA)**

The pricing grid below provides discounts for each product category offered by Baker & Taylor.

<table>
<thead>
<tr>
<th>Product Category</th>
<th>Category Definition (a)</th>
<th>Price Indicator</th>
<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>Adult Trade Hardcover Editions (Popular Fiction &amp; Non-Fiction, and may include some spoken word audio)</td>
<td>0 - (zero) (Hardcover Trade Editions and Spoken Word CD) C - (Hardcover Computer Books)</td>
<td>47.1%</td>
</tr>
<tr>
<td>II.</td>
<td>Juvenile Trade Hardcover Editions (Popular Fiction &amp; Non-Fiction)</td>
<td>J</td>
<td>47.1%</td>
</tr>
<tr>
<td>III.</td>
<td>Adult Quality Paperback Editions (Popular Fiction &amp; Non-Fiction)</td>
<td>B - (Paperback Trade Editions) C - (Paperback Computer Books)</td>
<td>41.2%</td>
</tr>
<tr>
<td>IV.</td>
<td>Juvenile Quality Paperback Editions (Popular Fiction &amp; Non-Fiction)</td>
<td>G</td>
<td>41.2%</td>
</tr>
<tr>
<td>V.</td>
<td>Mass Market Paperback Editions</td>
<td>P</td>
<td>41.2%</td>
</tr>
<tr>
<td>VI.</td>
<td>Single Edition Reinforced (Juvenile)</td>
<td>R</td>
<td>22.3%</td>
</tr>
<tr>
<td>VII.</td>
<td>Publisher's Library Edition (Juvenile)</td>
<td>Z</td>
<td>22.3%</td>
</tr>
<tr>
<td>VIII.</td>
<td>University Press Trade Editions (may be of any binding and include some spoken word audio)</td>
<td>A</td>
<td>10.0%</td>
</tr>
<tr>
<td>IX.</td>
<td>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)</td>
<td>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)</td>
<td>S = 10.0 % X = 10.0 % N = 0.0 % (b) L = 10.0 % (c)(d) T = 22.3% (d) M = 22.3% (d) T = 0.0 % U = 0.0 % V = 0.0 % W = 0.0 % 4 = 0.0% Letter O = 0.0 % 5 = 0.0 % 6 = 0.0 % 8 = 0.0 %</td>
</tr>
<tr>
<td>X.</td>
<td>Imported English and Non-English Language Editions</td>
<td>F/K/3</td>
<td>0.0%</td>
</tr>
<tr>
<td>XI.</td>
<td>Enhanced Service Program</td>
<td>Y / Q</td>
<td>0.0 % (c)</td>
</tr>
<tr>
<td>XII.</td>
<td>Spoken Word Audio</td>
<td>H</td>
<td>45.4%</td>
</tr>
<tr>
<td>XIII.</td>
<td>Board Books</td>
<td>I</td>
<td>22.3%</td>
</tr>
<tr>
<td>XIV.</td>
<td>Novelty Items/Activity Books</td>
<td>I</td>
<td>22.3%</td>
</tr>
<tr>
<td>XV.</td>
<td>Special Programs, such as: - Follett Bound Editions - Turtleback Editions</td>
<td>D</td>
<td>D = 0.0%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>E</td>
<td>E = 0.0%</td>
</tr>
</tbody>
</table>

(a) Please see Appendix 3 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.
(b) Titles which receive minimal publisher discount will be invoiced as shown.
(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.

1 of 2 (Continued on the following page)
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 Follett Bound editions, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor’s estimate of market conditions.
- Titles of limited demand or from small or specialty publishers generally are included in Product Category IX or Product Category XI.
- The discount terms and conditions listed do not apply to Baker & Taylor’s 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.
APPENDIX 2
TERMS AND CONDITIONS OF SALE – DVD/BLU RAY MATERIAL

Please refer to the following Terms and Conditions of Sale:

<table>
<thead>
<tr>
<th>Media Type</th>
<th>Price Range</th>
<th>Discount off Current Producer’s List Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>DVD/Blu Ray *</td>
<td>Any Price</td>
<td>29.0%</td>
</tr>
</tbody>
</table>

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

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* Please note: cataloging/processing services are not available for product issued by Buena Vista Home Entertainment, a/k/a Walt Disney Studios Home Entertainment ("BVHE").
APPENDIX 2

TERMS AND CONDITIONS OF SALE – BOOK LEASE

B&T Book Leasing is a tremendous solution to many challenges that libraries face today. Collection space is being managed quite differently in contemporary libraries. Rotating Collections are an ideal solution to efficient use of strategic shelf management. New titles are made more readily accessible as older titles are responsibly rotated out of the popular collection. The option of a single annual invoice provides a financial incentive as well, as it offers reduction in annual invoice processing and payment. Both the fiscal and staff time savings add to the list of many program benefits.

Rotating Collections offer an attractive collection for patrons, adequately stocked with significant copies of the key titles needed to efficiently and expeditiously meet their reading needs. Program flexibility allows for library specific customization of plans designed to meet unique library needs. Plans exist within the categories of Popular Adult Trade Books, Children’s & Teens Trade Books, Large Print Trade Books, Computer Books and Religious and Inspirational Trade Paperbacks. Material cataloging and processing, included in program pricing, offers further customization and fiscal efficiency.

B&T Book Leasing subscribers select titles utilizing B&T’s Title Source 360 service. Libraries may access provided program selection lists with TS360 or may select other trade titles found within the B&T database. We do not utilize a closed program selection list in recognition of the unique needs and requirements of each library customer.

Additional program specifications and details can be found on the Baker & Taylor Website. Please use this link/URL for access: https://www.baker-taylor.com/promo_details.cfm?id=233

The Palo Alto City Library is presently a subscriber to the B&T Book Leasing Service. The library has two current programs in place. One plan is a traditional Popular Adult Trade Book plan with cataloging and processing as requested by the library at the time of subscription. The second plan is provided in support of the library’s Lucky Day program. This plan is also profiled to receive cataloging and processing in keeping with the library’s request at the time of program subscription. The Lucky Day plan includes the application of an additional custom label associated with the special Lucky Day program. Details of both are listed below.

**Popular Adult Trade Books (F945592)** – Includes cataloging and processing per library specification at the time of subscription.

Current Plan size - 14 units per month or 168 Units per initial agreement (Initial subscription period was for 7 months)

Books with a list price of $30.00 or less = 1 quota unit. Books with a list price of $30.01-40.00 = 2 quota units. Books with a list price between $40.01-50.00 = 3 quota units.

Start date June 18-December 18 (7 month contract) – currently awaiting a new plan renewal – B&T can provide a 12 month renewal upon request. Plan size adjustments may be made with renewal request.

Annual 12 month program rate with signed plan renewal = $2,982.00 or $2,922.36 with 2% annual prepayment discount if invoice is paid within 60 days of invoice date.

The library currently has available quota units (points) and is actively utilizing this plan. We anxiously await a pending renewal for extension of this plan.
Popular Adult Trade Books - Lucky Day (F950600) – Includes cataloging and processing per library specification at the time of subscription.
Current Plan Size - 19 units per month or 152 per initial agreement (Initial subscription was for 8 months)
Books with a list price of $30.00 or less = 1 unit. Books with a list price of $30.01-40.00 = 2 units. Books with a list price between $40.01-50.00 = 3 units.

Start date May 18-December-18 (8 month contract)

Annual 12 month program rate with signed plan renewal = $4,126.80 or $4,044.27 with 2% annual prepayment discount if invoice paid within 60 days of invoice date.

The library currently has available quota units (points) and is actively utilizing this plan. We anxiously await a pending renewal for extension of this plan.

**B&T would be delighted to provide quotations for revised plan sizes or additional plans.** Please provide full plan size with processing and cataloging requirements for a price quotation.
APPENDIX 2

TERMS AND CONDITIONS OF SALE – DVD LEASE

Baker & Taylor offers a DVD/Blu-ray Plan that allows the Library to have the most popular titles available to meet patron demand during peak periods. The program enables the Library to commit funds for DVD/Blu-ray purchases at the beginning of the budget cycle while allowing selectors the freedom to choose titles over the duration of the contract period.

Additional program specifications and details can be found on the Baker & Taylor Website. Please use this link/URL for access: [https://www.baker-taylor.com/promo_details.cfm?id=399](https://www.baker-taylor.com/promo_details.cfm?id=399)

OnLine Selection Website
Title Source, our web-based bibliographic title selection and ordering tool, may be used to review title lists, including prepublication title listings, over the Internet. Using Title Source, the staff may view additional information on titles, including annotations, cover images, publisher/manufacturer list prices, publication dates, and more. Users may log selections and place program orders on line. Title Source offers duplicate checking by ISBN across ordered carts to assure that titles are not accidentally double-ordered. In addition, the Library can import bibliographic data from TS into Library’s ILS acquisition system for use as on-order records.

Title Selection
Each month, you will receive our Coming Attractions selection list, featuring the Top 120 DVDs purchased by Baker & Taylor (titles are widescreen format unless full screen is the only format available). Each list contains title, artist, ISBN, annotation, manufacturer’s suggested retail price, and genre categories. The list may be e-mailed or may be accessed on-line at [www.baker-taylor.com](http://www.baker-taylor.com).

B&T offers access to the best and most popular DVD/Blu-ray releases and provides selection lists of these titles to assist the Library in choosing works suitable for patrons. As a wholesaler, we represent over 100 DVD distributors, and our selection lists feature Box Office Hits, TV, Children’s & Teens, Non-Fiction, Drama, Comedy, Action, Family, Foreign Films, Indic/Art House, Documentaries and more.

Each month, you will receive our Coming Attractions selection list, featuring the Top 120 DVDs purchased by Baker & Taylor (titles are widescreen format unless full screen is the only format available). Each list contains title, artist, ISBN, annotation, manufacturer’s suggested retail price, and genre categories.

The list may be e-mailed or may be accessed on-line at [www.baker-taylor.com](http://www.baker-taylor.com).

The Library is not limited to the titles appearing in this list; any available title contained in our database may be selected.

Cataloging/Processing
Titles arrive circulation ready, per the Library’s current specifications on file (as of April 27, 2020). Please note: cataloging/processing services are not available for product issued by Buena Vista Home Entertainment, a/k/a Walt Disney Studios Home Entertainment (“BVHE”). These items will be delivered product only.

Quota Information
DVD/Blu-ray units are ordered and tracked based upon quota units as purchased by the Library. A title is assigned a point value based upon the associated Manufacturer’s Suggested Retail Price.

All quota points purchased for the annual term are available for immediate use, if desired. Additional quota may be purchased at any time.

Quota unused in the annual subscription period will be carried over to the next year, allowing the Library to enjoy full use of the purchased quota.
DVD titles are assigned the following point values, based on Manufacturer’s Suggested Retail Price:

<table>
<thead>
<tr>
<th>Price Range</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to $15.00</td>
<td>0.5</td>
</tr>
<tr>
<td>$15.01 - $34.99</td>
<td>1</td>
</tr>
<tr>
<td>$35.00 - $44.99</td>
<td>1.5</td>
</tr>
<tr>
<td>$45.00 - $60.00</td>
<td>2</td>
</tr>
</tbody>
</table>

* Higher priced DVD sets are charged an additional point for each $30.00 increase in retail price.

We are pleased to offer a continuance of the Library’s current plan (994 quota units per year) for an annual fee of $29,770.30. The new plan term will begin in 2021.

The Library is eligible for a 2.0% discount off the total plan price if the annual invoice is paid within 30 days ($29,174.89).
APPENDIX 3

MATERIAL CATEGORY DEFINITIONS

I. Adult Trade Hardcover Editions (C, D) (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 hardcover 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: 14th 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 hardcover 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 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 trade 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 Boy in the Boat by Daniel Brown, ISBN: 9780145125471.

IV. Juvenile Quality Paperback Editions (G)
High demand, juvenile paperback materials from widely distributed publishers, other than the standard trade 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 trade 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: 97803755622742.

VI. Single Edition Reprints (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 fiction 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 reprinted 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: 9781559641499.

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: 9780300169792.

IX. Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (K, X, N, J, 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 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: 9781849736761, Strategies That Work, ISBN: 9781571104816, Beauty and the East, ISBN: 9781566563871, Generalissimo of the Bulge: Leadership in the U.S. Army's Greatest Battle, ISBN: 9780117111999, and Floods, ISBN: 9781624803003.

X. Imported English and Non-English Language Editions (F, K, J)
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: Il Angelo Caduo by Nalini Singh, ISBN: 9788490625224.

XI. Enhanced Service Program Titles (V/O)
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 (A)
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 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: 9780126074295.

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, rug 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: 9781452125027.

XV. Special Programs (D and E as indicated in the Discount Terms and Conditions of Sale)
Programs, formats, or editions covered only by Baker & Taylor and not included in any other category. These programs include but may not be limited to: Follett Round and Turtleback editions. Examples of items in this category would be: Clifford's Valentine's Day by Norman Bridwell, ISBN: 9781435201736 and June B. Jones is a Captain Field Day by Barbara Park, ISBN: 978013337670
APPENDIX 4

ENHANCED SERVICES PROGRAM
(print and spoken word audio CD editions only)

Baker & Taylor is pleased to offer 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 provides the library with access to 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 B&T’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.

This category includes material where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or books of small, limited in demand and/or non-commercial publishers. 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 be invoiced at list price.

For libraries concerned about purchasing these types of titles, B&T’s Title Source website can assist the librarian in researching a particular item’s category and format. Program titles will appear with a Y or Q in the discount code field. Additionally, you may contact your Customer Service representative or Information Services via phone, fax, or e-mail (btinfo@baker-taylor.com) to determine these titles before placing an order.

As a convenience to the library, B&T can exclude these titles from all orders by adjusting your account profile setup. Please contact your Customer Service Representative for additional information.
# EXHIBIT “D”
## INSURANCE REQUIREMENTS

Contractors to the City of Palo Alto (City), at their sole expense, shall for the term of the contract obtain and maintain insurance in the amounts for the coverage specified below, afforded by companies with AM Best’s key rating of A-:VII, or higher, licensed or authorized to transact insurance business in the state of California.

Award is contingent on compliance with City’s insurance requirements, as specified, below:

<table>
<thead>
<tr>
<th>Required</th>
<th>Type of Coverage</th>
<th>Requirement</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Worker’s Compensation</td>
<td>Statutory</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Yes</td>
<td>Employer’s Liability</td>
<td>Statutory</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Yes</td>
<td>General Liability, including personal injury, broad form property damage blanket contractual, and fire legal liability</td>
<td>Bodily injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Property damage</td>
<td>$1,000,000</td>
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<td></td>
<td></td>
<td>Bodily injury &amp; property damage combined</td>
<td>$1,000,000</td>
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<tr>
<td>Yes</td>
<td>Automobile Liability, including all owned, hired, non-owned</td>
<td>Bodily injury</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td></td>
<td>- Each person</td>
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<td>- Each occurrence</td>
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<td>Property damage</td>
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<td></td>
<td>Bodily injury and property damage combined</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>No</td>
<td>Professional Liability, including errors and omissions, malpractice (when applicable), and negligent performance</td>
<td>All damages</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Yes</td>
<td>The City of Palo Alto is to be named as an additional insured: Contractor, at its sole cost and expense, shall obtain and maintain, in full force and effect throughout the entire term of any resultant agreement, the insurance coverage herein described, insuring not only contractor and its subconsultants, if any, but also, with the exception of workers’ compensation, employer’s liability and professional insurance, naming as additional insureds City, its council members, officers, agents, and employees.</td>
<td></td>
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</tr>
</tbody>
</table>

I. **Insurance Coverage Must Include:**

   A. A contractual liability endorsement providing insurance coverage for contractor’s agreement to indemnify City.

II. **Contractor Must Submit Certificates(s) of Insurance Evidencing Required Coverage at the Following URL:** [https://www.planetbids.com/portal/portal.cfm?CompanyID=25569](https://www.planetbids.com/portal/portal.cfm?CompanyID=25569).

III. **Endorsement Provisions, with Respect to the Insurance Afforded to “Additional Insureds”**

   A. Primary Coverage

   With respect to claims arising out of the operations of the named insured, insurance as afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.

   B. Cross Liability
THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569

OR

HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS HOW_TO.ASP
Certificate Of Completion

Envelope Id: B5EF21B1854E4A6DB3C11BED1BCB3B04
Status: Completed
Subject: Please DocuSign: C21177635A Baker Taylor - Legal Reviewed06092020.pdf
Source Envelope:
Document Pages: 38
Certificate Pages: 2
AutoNav: Enabled
Envelope Originator:
Envelope Originator:
Initials: 0
Terry Loo
Terry.Loo@CityofPaloAlto.org
IP Address: 199.33.32.254

Record Tracking
Status: Original
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Holder: Terry Loo
Terry.Loo@CityofPaloAlto.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Palo Alto

Signer Events
Signature
Signature Adoption: Pre-selected Style
Using IP Address: 104.129.205.6

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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In Person Signer Events
Signature
Signature Adoption: Pre-selected Style
Using IP Address: 104.129.205.12

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sent: 6/9/2020 4:41:07 PM

Carbon Copy Events
Status
Carbon Copy Events
Status

Diane Lai
Diane.Lai@CityofPaloAlto.org
Division Head Library Services
City of Palo Alto
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sent: 6/9/2020 4:43:34 PM

COPIED
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<tr>
<td>Notary Events</td>
<td>Signature</td>
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</tr>
<tr>
<td>Envelope Summary Events</td>
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<tr>
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<tr>
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<tr>
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<td>Timestamps</td>
</tr>
<tr>
<td></td>
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<td></td>
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</tbody>
</table>
CITY OF PALO ALTO CONTRACT NO. C21177635B

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND

INGRAM LIBRARY SERVICES LLC FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 1st day of July, 2020, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and INGRAM LIBRARY SERVICES LLC, a Tennessee corporation, located at One Ingram Blvd., La Vergne, TN 37086 ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to procure print materials and services (“Project”) and desires to engage a consultant to provide these materials and services in connection with the Project (“Services”).

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

SECTION 2. TERM.
The term of this Agreement shall be from the date of its full execution through June 30, 2026 unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit “B”, attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY’s agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.
SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A” (“Basic Services”), and reimbursable expenses, shall not exceed Two Hundred Thousand Dollars (200,000.00). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. Annual Not-to-Exceed amounts are:

- $20,000.00 in year 1 (July 1, 2020 through June 30, 2021)
- $36,000.00 in year 2 (July 1, 2021 through June 30, 2022)
- $36,000.00 in year 3 (July 1, 2022 through June 30, 2023)
- $36,000.00 in year 4 (July 1, 2023 through June 30, 2024)
- $36,000.00 in year 5 (July 1, 2024 through June 30, 2025)
- $36,000.00 in year 6 (July 1, 2025 through June 30, 2026)

The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “SCHEDULE OF RATES,” which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit “A”.

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT’s billing rates (set forth in Exhibit “C-1”). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT’s payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City’s project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.
SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT’s errors and omissions, including, but not limited to, the costs of corrections of such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds the CITY’s stated construction budget by ten percent (10%) or more, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT’s obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING.

Option A: No Subcontractor: CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City Manager or designee.

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign BJ Compau as the Project Manager to have supervisory responsibility for the performance, progress,
execution of the Services and to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY’s project manager. CONSULTANT, at CITY’s request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY’s project manager is Diane Lai, Library Services Department, 3700 Middlefield Road, Palo Alto, CA 94303, Telephone: (650) 329-2517. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT’s records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.
16.3. The acceptance of CONSULTANT’s services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best’s Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY’s Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days’ prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days’ notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT’s receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY’s Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT’s liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written
notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT’s services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the project director
at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.
21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the CITY’s Environmentally Preferred Purchasing policies which are available at CITY’s Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY’s Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

(a) All printed materials provided by CONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY’s Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.

(b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY’s Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division’s office.

(c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.
CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 25. NON-APPROPRIATION

25.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

26.1 This Project is not subject to prevailing wages. CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than $25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, ‘improvement’) project of more than $15,000.

SECTION 27. MISCELLANEOUS PROVISIONS.

27.1. This Agreement will be governed by the laws of the State of California.

27.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

27.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys’ fees paid to third parties.

27.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.
27.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

27.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

27.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

27.8 In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT’s proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT’s proposal, the exhibits shall control.

27.9 If, pursuant to this Agreement with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident (“Personal Information”), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City’s express written consent.

27.10 [Reserved]

27.11 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

27.12 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.
IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

____________________________
City Manager

INGRAM LIBRARY SERVICES LLC

Officer 1
By:
Name:
Title:

APPROVED AS TO FORM:

____________________________
City Attorney or designee

Officer 2
By:
Name:
Title:

Attachments:
EXHIBIT “A”: SCOPE OF SERVICES
EXHIBIT “B”: SCHEDULE OF PERFORMANCE
EXHIBIT “C”: COMPENSATION
EXHIBIT “C-1”: SCHEDULE OF RATES
EXHIBIT “D”: INSURANCE REQUIREMENTS
EXHIBIT “A”
SCOPE OF SERVICES

A. REQUIREMENTS FOR PROVISION OF LIBRARY MATERIALS

CONSULTANT shall:

1. Maintain sufficient inventories, or be a major supplier, of at least two or more of the following categories of library materials:
   1.1 Adult books
   1.2 Teen and Juvenile books
   1.3 Adult media materials
   1.4 Teen and Juvenile media materials
   1.5 Continuations
   1.6 Leased books and DVDs
   1.7 Digital/electronic books and audio books
   1.8 Digital streaming audio books, music, videos
   1.9 Downloadable items

2. Provide the ability to create separate order accounts, as required by the Library, if proposing to supply more than one type of materials such as books, adult books cataloged and pre-processed, teen/juvenile books pre-processed, DVD cataloged and pre-processed, continuations, series on standing order, and leased plans.

3. Maintain price and inventory status information and be capable of providing this to the Library staff either online or by phone.

4. Accept orders for materials by phone, email, and via FTP using EDIFACT format.

5. Provide an online electronic ordering system that interfaces with the Sierra System at no charge to the Library. It should allow orders to be batched by accounts and provide same-day confirmation reports electronically.

6. Comply with the EDIFACT standard, which the Library has installed, providing the ability to send EDIFACT records which include item-specific information (such as Sierra Bib #, branch code and quantity, collection code, item type, and call number), as well as the ability for vendor’s records to automatically supply this information to the Sierra on-order record, including holdings at the time of order creation in Sierra.

7. Provide order confirmation and status information via FTP for uploading into the Library’s order records for all titles ordered electronically.

8. Conform to all standards required to operate and maintain electronic interfaces between the Library’s integrated library system and the Proposer’s ordering systems.
9. Accept titles ordered on a pre-publication basis and provide shipment of these titles within at the most one week of vendor receipt of inventory.

10. Agree to backorder, at the Library’s request, any title not available for immediate shipment following order, and to provide periodic reports on the status of such titles. The vendor will establish, in conjunction with the Library, a standard cancellation period that will remove titles not shipped within this period from the Library’s active order list.

11. Ship all materials in sturdy packaging directly to the Palo Alto City Library located at 3700 Middlefield Road, Palo Alto, California 94303. Each box will be labeled on the exterior as to total number of cartons in the shipment and with a reference number matching one found on an enclosed packing list.

12. Provide a separately mailed original and three copies of each invoice. Each invoice shall include list and discount price and any additional charges that apply to that shipment. Invoices shall also include appropriate California State sales tax (currently 9.25% in Palo Alto).

13. Provide electronic invoices via FTP for uploading into the Library’s order records for all titles ordered electronically.

14. Provide invoices for processing and cataloging services separate from invoices for new materials.

15. Accept for return and credit all materials that are defective, damaged, or otherwise not in compliance with the Library’s order. Vendor will assume expense for such returns.

16. Assign a primary contact to the Library’s account to assist with customer service issues.

B. VENDOR REQUIREMENTS FOR CUSTOMIZED CONTRACT TECHNICAL SERVICES

CONSULTANT shall:

1. Work, at no cost, with Library staff to develop and refine specifications for required services.

2. Provide separate accounting and invoicing of services, as opposed to the materials, provided.

3. Insure that 90% of processed materials are shipped to the Library within at most one week of receipt by the vendor, and 80% of shelf-ready materials are shipped to the Library (address specified as above) within two weeks of receipt by the vendor. Additionally, when proposing the provision of one or more of the specific services listed below, additional requirements must be met.
C. CATALOGING

CONSULTANT shall:

1. Identify, define, and provide a short description of the cataloging service(s) offered, including appropriate cost sheets for all types of formats for which cataloging services are provided.

2. Provide cataloging data via FTP on the Internet compatible with the Sierra system.

3. Provide full bibliographical records, with RDA implementation.

D. ITEM RECORDS

CONSULTANT shall:

1. When providing full customized catalog records, customize the item records to include the following subfields:
   1.1 barcode number
   1.2 call number
   1.3 collection code
   1.4 item type
   1.5 library code
   1.6 price

2. Insure that the full MARC customized cataloging record overlays the Library’s bibliographic on-order record (with Library determining the match points) and updates the item records (with Library determining the match points) automatically using the item information contained in the 949 tag of the MARC record.

E. PROCESSING

CONSULTANT shall:

1. Identify, define, and provide a short description of the physical processing service(s) offered, including appropriate cost sheets for all types of formats for which physical processing services are provided.

2. Upon request, provide samples of the materials, such as book jackets and spine labels, used in the technical processing services.

F. COLLECTION DEVELOPMENT

CONSULTANT shall:
1. Identify, define, and provide a description of collection development services and assistance, which includes, not limited to, collection analysis of the Library’s collection, generating analytical reports and facilitating customer-driven acquisitions.

2. Identify and provide a description of tool(s) available to assist collection development activities. For example, the proposer offers tool(s) for online data analytics, curated lists of new titles, “hot” titles, etc.
EXHIBIT “B”
SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services in an ongoing manner outlined in the Scope of Services. The City representative will work with the CONSULTANT to determine an appropriate completion date within the term of the Agreement. The time to complete each task may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement.
EXHIBIT “C”
COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as exhibit C-1 up to the not to exceed budget amount for each task set forth below.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

<table>
<thead>
<tr>
<th>BUDGET SCHEDULE</th>
<th>NOT TO EXCEED AMOUNT</th>
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<tbody>
<tr>
<td>Year 1</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>(July 1, 2020 through June 30, 2021)</td>
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<tr>
<td>Year 2</td>
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<td>(July 1, 2021 through June 30, 2022)</td>
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<tr>
<td>Year 3</td>
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<td>(July 1, 2025 through June 30, 2026)</td>
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<td>Sub-total Basic Services</td>
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</tr>
<tr>
<td>Maximum Total Compensation</td>
<td>$200,000.00</td>
</tr>
</tbody>
</table>
REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are: None

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than $0 shall be approved in advance by the CITY’s project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY’s project manager’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT’s proposed maximum compensation, including reimbursable expense, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.
EXHIBIT “C-1”
SCHEDULE OF RATES

For multi-vendor award, the bundled fee will be $6.25 per unit, to include the same cataloging and processing components.

**Discount Schedule**

<table>
<thead>
<tr>
<th>Category</th>
<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Hardcover</td>
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<tr>
<td>Trade/Quality Paperback</td>
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<tr>
<td>Mass Market Paperback</td>
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<td>Library Bindings</td>
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<tr>
<td>Pre-binds</td>
<td>24.0%</td>
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<td>Graphic Novels</td>
<td>35.0%</td>
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<tr>
<td>University Press</td>
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<td>Short discount titles</td>
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<td>Spoken Word Audio, trade</td>
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<tr>
<td>Spoken Word Audio, non-trade</td>
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<td>DVD and Blu-ray</td>
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<td>Music</td>
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<tr>
<td>Net Titles</td>
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</table>
EXHIBIT “D”
INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, AFFORDED BY COMPANIES WITH AM BEST’S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

<table>
<thead>
<tr>
<th>REQUIRED</th>
<th>TYPE OF COVERAGE</th>
<th>REQUIREMENT</th>
<th>MINIMUM LIMITS</th>
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<tbody>
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<td></td>
<td></td>
<td>EACH OCCURRENCE</td>
<td>AGGREGATE</td>
</tr>
<tr>
<td>YES</td>
<td>WORKER’S COMPENSATION</td>
<td>STATUTORY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>EMPLOYER’S LIABILITY</td>
<td>STATUTORY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY</td>
<td>BODILY INJURY</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

PROPERTY DAMAGE | BODILY INJURY & PROPERTY DAMAGE COMBINED | $1,000,000 | $1,000,000 |
| YES      | AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED | BODILY INJURY | $1,000,000 | $1,000,000 |

- EACH PERSON | - EACH OCCURRENCE | $1,000,000 | $1,000,000 |

PROPERTY DAMAGE | BODILY INJURY AND PROPERTY DAMAGE, COMBINED | $1,000,000 | $1,000,000 |
| YES      | PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE | ALL DAMAGES | $1,000,000 |

THE CITY OF PALO ALTO IS TO BE INCLUDED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, INCLUDING AS ADDITIONAL INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.

I. INSURANCE COVERAGE MUST INCLUDE:

A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.

II. CONTRACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: https://www.planetbids.com/portal/portal.cfm?CompanyID=25569.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSURED”

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURERS.

B. CROSS LIABILITY
THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDs UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDs, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569
OR
HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP