



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR**

**21RFP0210B-EC, Shelf-Ready Books for Adults, Teens  
and Children and Lease Books for Adults**

**For**

**Fulton County Library System**

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# CONTRACT AGREEMENT

Consultant: **Baker & Taylor, LLC**

Contract No.: **21RFP0210B-EC, Shelf-Ready Books for Adults, Teens and Children and Lease Books for Adults**

Address: **2810 Coliseum Centre Drive Ste. 300**  
City, State **Charlotte, NC 28217**

Telephone: **(800) 775-7930, Ext. 3245**  
**(704) 219-4952**

Email: [QueenL@baker-taylor.com](mailto:QueenL@baker-taylor.com)

Contact: **Lee Ann Queen**  
**Director-Pricing Services**

This Agreement made and entered into effective the 1st day of July, 2021 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Baker & Taylor, LLC**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

## WITNESSETH

WHEREAS, County through its Fulton County Library System hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to provide shelf-ready books for adults, teens and children and high demand/bestselling books for adults on a lease plan, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

## ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [not applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this



Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on June 16, 2021, BOC# 21-0458.

## ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

## ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to provide shelf-ready books for adults, teens and children and high demand/bestselling books for adults on a lease plan. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

## ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

## ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

## ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

## ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make

changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

#### ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

#### ARTICLE 9. **CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

##### **a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on July 1, 2021, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December 2021. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

##### **b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for four (4) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1<sup>st</sup> day of January, 2022 and shall end no later than the 31<sup>st</sup> day of December, 2022. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2023 and shall end no later than the 31<sup>st</sup> day of December, 2023. If approved by the County Board of Commissioners, the third Renewal Term shall begin on the 1<sup>st</sup> day of January, 2024 and shall end no later than the 31<sup>st</sup> day of December, 2024. If approved by the County Board of Commissioners, the fourth Renewal Term shall begin on the 1<sup>st</sup> day of January, 2025 and shall end no later than the 31<sup>st</sup> day of December, 2025. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

##### **c. Term Subject to Events of Termination**

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

**d. Same Terms**

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

**e. Statutory Compliance Regarding Purchase Contracts.**

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

**ARTICLE 10. COMPENSATION**

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed \$800,000.00 (Eight Hundred Thousand Dollars and Zero Cent), which is full payment for a complete scope of work.

**ARTICLE 11. PERSONNEL AND EQUIPMENT**

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

**ARTICLE 12. SUSPENSION OF WORK**

**Suspension Notice:** The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

### ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

### ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

### ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

#### ARTICLE 16. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

#### ARTICLE 17. **INDEPENDENT CONSULTANT**

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

#### ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

#### ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

#### ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

#### ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

## ARTICLE 22. INDEMNIFICATION

**22.1 Professional Services Indemnification.** With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, the Consultant shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

**22.2 Notice of Claim.** If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

**22.3 Defense.** Consultant, at Consultant's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant is defending the claim as required hereunder.

### **22.4 Separate Counsel.**

**22.4.1 Mandatory Separate Counsel.** In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant in the defense of any

action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant shall retain its own separate counsel, each at Consultant's sole cost and expense.

**22.4.2 Voluntary Separate Counsel.** Notwithstanding Consultant's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant has complied with all of Consultant's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant has not complied with all of Consultant's obligations with respect to such claim, Consultant shall be obligated to pay the cost and expense of such separate counsel). Consultant may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

**22.5 Survival.** The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

## ARTICLE 23. **CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

## ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the

Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

#### ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

#### ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

#### ARTICLE 27. **PROHIBITED INTEREST**

##### Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

##### Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

#### ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.



#### ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

#### ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

#### ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

#### ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

#### ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Executive Director of Fulton County Library System  
One Margaret Mitchell Square  
Atlanta, Georgia 30303  
Telephone: 404-759-9653

Email: [Gayle.Holloman@FultonCountyGa.gov](mailto:Gayle.Holloman@FultonCountyGa.gov)  
Attention: Gayle Holloman

**With a copy to:**

Department of Purchasing & Contract Compliance  
Chief Purchasing Agent  
130 Peachtree Street, S.W. Suite 1168  
Atlanta, Georgia 30303  
Telephone: (404) 612-5800  
Email: [Felicia.Strong-Whitaker@FultonCountyGa.gov](mailto:Felicia.Strong-Whitaker@FultonCountyGa.gov)  
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

Baker & Taylor LLC.  
2810 Coliseum Centre Drive Ste. 300  
Charlotte, NC 28217  
Telephone: (800) 775-7930, Ext. 3245  
(704) 219-4952  
Email: [QueenL@baker-taylor.com](mailto:QueenL@baker-taylor.com)  
Attention: Lee Ann Queen, Director-Pricing Services

**ARTICLE 35. JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

**ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**ARTICLE 37. FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic

failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

#### **ARTICLE 38. OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

#### **ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

#### **ARTICLE 40. INVOICING AND PAYMENT**

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:**

Fulton County Government  
141 Pryor Street, SW  
Suite 7001  
Atlanta, Georgia 30303  
Attn: Finance Department – Accounts Payable  
OR

**Via Email:**

Email: [Accounts.Payable@fultoncountyga.gov](mailto:Accounts.Payable@fultoncountyga.gov)

At minimum, original invoices must reference all of the following information:

- 1) Consultant Information
  - a. Consultant Name
  - b. Consultant Address
  - c. Consultant Code
  - d. Consultant Contact Information
  - e. Remittance Address
- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)
  - c. Purchase Order Reference Number
  - d. Date(s) of Services Performed
  - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
  - a. Department Name
  - b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

**County's Right to Withhold Payments:** The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

**Payment of Sub-consultants/Suppliers:** The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

**Acceptance of Payments by Consultant; Release.** The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

#### ARTICLE 41. **TAXES**

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

#### ARTICLE 42. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

#### ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

#### ARTICLE 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

**FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

14F1B4AA5F6A44A...

Robert L. Pitts, Chairman  
Board of Commissioners

ATTEST:

DocuSigned by:

*Tonya R. Grier*

EEC475C4B47648D...

Tonya R. Grier  
Clerk to the Commission

( Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

*Dominique Martinez*

D7D420799114462

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*Gayle Holloman*

84783FCA11054AB

Gayle Holloman, Executive Director  
Fulton County Library System

CONSULTANT:

**BAKER & TAYLOR LLC.**

DocuSigned by:

*Lee Ann Queen*

AB8E24D58E924BA

Lee Ann Queen  
Director-Pricing Services

ATTEST:

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

DocuSigned by:

*Jennifer B. Rhyme*

9FA5681B38514F7...

Notary Public

County Gaston

Commission Expiration November 15, 2022

(Affix Notary Seal)



ITEM#: \_\_\_\_\_ RCS: \_\_\_\_\_  
REGULAR MEETING

ITEM#: 2021-0458 RM: 6/16/2021  
RECESS MEETING

# **ADDENDA**



Date: March 4, 2021

Project Number: #21RFP0210B-EC,

Project Title: Shelf-Ready Books for Adults, Teens and Children and Lease Books for Adults

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

**ADDENDUM NO. 1**

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 1, 4<sup>th</sup> day of March, 2021.

Baker + Taylor LLC  
Legal Name of Bidder/Proposer

Lee Ann Queen Lee Ann Queen  
Signature of Authorized Representative

Director Pricing Services  
Title



**PLEASE NOTE: Only submit the previous page "Signed Acknowledgement Receipt" with your submittal.**

## **QUESTIONS AND RESPONSES**

1. Will you be releasing a cost proposal sheet for the lease plan that includes budget information and the estimated order quantity chart based on the average retail price per book? – **See attachment.**
2. Can you please clarify what type of references you are requesting: three projects, three libraries or three overall? – **Three library systems.**
3. What is your anticipated yearly budget for the lease plan? **We unable to provide this information. (If it would help we could give similar expenses in recent years).**
4. What is your anticipated yearly budget for the ongoing services? **We unable to provide this information. (If it would help we could give similar expenses in recent years).**
5. Is this a sole or multiple award? **Sole.**
6. In addition to the spine and pocket labels specified on page 21 of the RFP, are there any other labels required for shelf-ready processing (eg: Juvenile, Young Adult, Easy, Large Print, etc.)? Is so, can you please provide a full list of the labels that are required for shelf-ready processing? **No additional labels are needed for shelf ready books.**
7. Will you be adding a price line in the cost proposal form for the collection analysis tool? **No, we do not require to have an estimate of what it would cost in the data analysis part of the response. We just want to know how your data analysis piece works and that it will integrate with the carts you provide us.**



Date: March 9, 2021

Project Number: #21RFP0210B-EC,

Project Title: Shelf-Ready Books for Adults, Teens and Children and Lease Books for Adults

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

**ADDENDUM NO. 2**

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 2, 9<sup>th</sup> day of March, 2021.

Baker & Taylor LLC  
Legal Name of Bidder/Proposer

Lee Ann Queen Lee Ann Queen  
Signature of Authorized Representative

Director Pricing Services  
Title

**PLEASE NOTE: Only submit the previous page "Signed Acknowledgement Receipt" with your submittal.**

## **QUESTIONS AND RESPONSES**

1. p. 22 and p. 25 reference the submission of a sample sheet for testing an approval of OCR labels before production. Please clarify: is this sample sheet required as part of the bid submission or is this to be provided after award? **This information will be provided after the bid**
2. Please provide the number of units associated with the current Lease program, as purchased annually. **We need more clarity on this question but we will make an attempt to answer based on our interpretation. We purchase credits through McNaughton that we apply to the lease titles that we order. Our budget last year was \$200K. McNaughton breaks them up into three tiers. The \$200K is split into these different tiers. We can provide the tier ranges if necessary.**
3. Please provide the prices per unit associated with the Lease program in place for the Library today.  
  
**1st Tier – \$24.99 anything with a retail of up to \$24.99  
2nd Tier – \$25.00 anything with a retail of up to \$29.99  
3rd Tier – \$30.00 anything with a retail of up to \$30.00 and up  
Note – this how McNaughton prices are set. We are not certain how the other vendors will price.**
4. How should pricing for a Book Lease program be expressed/outlined on the Cost Proposal form? What is the annual size (number of units) of the Lease program desired? **2020 McNaughton yielded 6500 titles which could be larger depending on the titles offered. We have no desired size as we are limited by budget and title selection.**
5. p. 35 Evaluation Criteria, provides information on the weighted percentages for Evaluation Criteria. The Cost Proposal form states that the vendor whose total cost is the lowest will be the primary vendor. Please clarify. **The information on the Cost Proposal Form is incorrect. Please see Page 32 Section 8 of the RFP as to how cost will be evaluated. Please submit the attached Revised Cost Proposal Form with your proposal.**
6. Does the County intend to award the entire solicitation to a single vendor, or, will separate awards be made for book purchase and for the Lease section? **Yes the County will award to a single vendor.**



**REVISED COST PROPOSAL FORM**

Respondent must complete all information requested on this Pricing Form, and must include all costs on this form. Alternative pricing information is not considered in determining vendor cost. Fulton County will use the cost evaluation method outlined on page 32 of the RFP.

**Please note that quantities given below are estimates only.**

**PRICING OF MATERIALS**

Please indicate in Column B the discount offered for each format in the table below. In column D, please show that discount as applied to each price listed in column C. Multiply Column D by Column E to find Total Price for Column F

A	B	C	D	E	F
Category	% Discount Offered	Average Price	Discount Price	Estimated Purchase Quantity	Total
Adult trade hardcover fiction		\$28.00		12,000	
Adult trade hardcover non-fiction		\$26.00		7,000	
Adult trade paperback fiction		\$15.00		1,500	
Adult trade paperback non-fiction		\$15.00		500	
Adult mass market paperbacks		\$8.00		500	
YA trade hardcover		\$18.00		2,000	
YA trade paperback		\$14.00		100	
Juvenile hardcover		\$19.00		17,000	
Juvenile trade paperback		\$10.00		3,000	
Juvenile mass market paperback		\$7.00		500	
<b>TOTAL COST OF BOOKS</b>				<b>44,100</b>	

**TOTAL COST OF MATERIALS:**

\_\_\_\_\_

**PRICING OF SERVICES**

A. Charge for monthly new release/prepub lists (one list for each format in J, YA and adult: total of 9 monthly lists x 18 months)

\_\_\_\_\_

B. Charge for EDI or 9xx ordering:

\_\_\_\_\_

**Cataloging costs**

Per record charge for copy cataloging:

\_\_\_\_\_

C. Total charges for copy cataloging of 42,100 items

\_\_\_\_\_

Per record charge for original cataloging:

\_\_\_\_\_

D. Total charges for original cataloging of 2,000 items:

\_\_\_\_\_

**Processing costs**

Per unit charge for physical processing:

\_\_\_\_\_

E. Total charges for physical processing of 44,100 items

\_\_\_\_\_

Additional costs (please describe):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TOTAL COST OF SERVICES (total of A,B,C,D,E,  
& any Additional Costs listed above):**

\_\_\_\_\_

**TOTAL COST OF PROJECT (Materials + Services):**

\_\_\_\_\_



Date: March 11, 2021

Project Number: #21RFP0210B-EC,

Project Title: Shelf-Ready Books for Adults, Teens and Children and Lease Books for Adults

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

**ADDENDUM NO. 3**

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 3, 12<sup>th</sup> day of march, 2021.

Baker & Taylor LLC  
Legal Name of Bidder/Proposer

Lee Ann Queen Lee Ann Queen  
Signature of Authorized Representative

Director Pricing Services  
Title

**PLEASE NOTE: Only submit the previous page "Signed Acknowledgment Receipt" with your submittal.**

**CORRECTION: The Solicitation number for this project is #21RFP0210B-EC**

**QUESTIONS AND RESPONSES**

1. As you have outlined in your response, pricing for Lease services follows a different format than the pricing for standard orders. We were anticipating spaces on the bid form that would accommodate program pricing, much like the format of the 2016 Lease bid (attached)

-Will the Cost Proposal forms be revised to include spaces for a Lease program and for associated cataloging/processing fees? **Yes, see attached 2<sup>nd</sup> Revised Cost Proposal Form**

-If not, how should pricing for Lease services be presented?

-Will Lease services be counted in the Cost Proposal portion of the evaluation?  
**Please see 2<sup>nd</sup> Revised Cost Proposal Form.**

2. From the pre-proposal conference, I had notes regarding the grouping of items to be included in the RFP submission.

Would you please confirm if the following is correct?

Envelope 1

1-Technical Proposal

2-Proposal Forms (from Section 5)

3-Contract Compliance Forms (from Section 6)

4-Acknowledgement of Addenda

5-Proof of Insurance

Envelope 2

1-Cost Proposal

2-Financial Information (as referenced in 3.6, Technical Proposal, Section 9)

**Correct.**

- 3 Should the RFP Responsiveness Checklist be uploaded as an entirely separate item? **It could be submitted with the Purchasing Forms.**

**2<sup>nd</sup> REVISED COST PROPOSAL FORM**

Respondent must complete all information requested on this Pricing Form, and must include all costs on this form. Alternative pricing information is not considered in determining vendor cost. Fulton County would like to use the cost evaluation criteria outlined on page 35 of the RFP.

List Price	\$24.99 or less	\$25.00-\$29.99	30 or more
Approximate Percentage of Books Ordered	25%	70%	5%

**Please note that quantities given below are estimates only.**

**PRICING OF SHELF READY MATERIALS**

Please indicate in Column B the discount offered for each format in the table below. In column D, please show that discount as applied to each price listed in column C. Multiply Column D by Column E to find Total Price for Column F

A	B	C	D	E	F
Category	% Discount Offered	Average Price	Discount Price	Estimated Purchase Quantity	Total
Adult trade hardcover fiction		\$28.00		12,000	
Adult trade hardcover non-fiction		\$26.00		7,000	
Adult trade paperback fiction		\$15.00		1,500	
Adult trade paperback non-fiction		\$15.00		500	
Adult mass market paperbacks		\$8.00		500	
YA trade hardcover		\$18.00		2,000	
YA trade paperback		\$14.00		100	
Juvenile hardcover		\$19.00		17,000	
Juvenile trade paperback		\$10.00		3,000	
Juvenile mass market paperback		\$7.00		500	
<b>TOTAL COST OF BOOKS</b>				<b>44,100</b>	



**TOTAL COST OF SHELF READY MATERIALS:** \_\_\_\_\_

**PRICING OF SHELF READY SERVICES**

A. Charge for monthly new release/prepub lists (one list for each format in J, YA and adult: total of 9 monthly lists x 18 months)

\_\_\_\_\_

B. Charge for EDI or 9xx ordering:

\_\_\_\_\_

Cataloging costs

Per record charge for copy cataloging:

\_\_\_\_\_

C. Total charges for copy cataloging of 42,100 items

\_\_\_\_\_

Per record charge for original cataloging:

\_\_\_\_\_

D. Total charges for original cataloging of 2,000 items:

\_\_\_\_\_

Processing costs

Per unit charge for physical processing:

\_\_\_\_\_

E. Total charges for physical processing of 44,100 items

\_\_\_\_\_

Additional costs (please describe):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TOTAL COST OF SERVICES (total of A,B,C,D,E,  
& any Additional Costs listed above):**

\_\_\_\_\_

**I. TOTAL COST OF SHELF READY (Materials + Services):** \_\_\_\_\_

Please use this form to indicate the costs for a lease plan of 20,000 books over a one year period.

***All cost must be indicated on this sheet; no other costs will be taken into account.***

### ESTIMATED ORDER QUANTITY CHART

List Price	\$24.99 or less	\$25.00-\$29.99	30 or more
Approximate Percentage of Books Ordered	15%	75%	10%

### COST PROPOSAL SHEET

1. Lease plan cost of books, average retail price less than \$25.00 \$ \_\_\_\_\_
2. Lease plan cost of books, average retail price \$25. To \$29.99 \$ \_\_\_\_\_
3. Lease plan cost of books, average retail price \$30 and above \$ \_\_\_\_\_
4. Lease plan cost of books, average retail price \$25. To \$29.99 \$ \_\_\_\_\_
5. Creation of original MARC record (estimated at 2,000 items) \$ \_\_\_\_\_
6. Creation of added copy record (estimated at 18,000 items) \$ \_\_\_\_\_
7. Shipping & handling for 20,000 items \$ \_\_\_\_\_
8. Per book charge if Library wants to purchase 50% of lease books \$ \_\_\_\_\_
9. Shipping cost for Library to return leased books \$ \_\_\_\_\_
10. Other cost (see below) \$ \_\_\_\_\_

Please explain #10 (other cost)

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II. TOTAL COST OF LEASED MATERIALS (#1-#10 Above) \$ \_\_\_\_\_

TOTAL COST OF PROJECT (I + II, SHELF READY + LEASED) \$ \_\_\_\_\_

# **EXHIBIT A**

## **GENERAL CONDITIONS**

## GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The Consultant must assume full responsibility for delivery of all goods and services proposed.
4. The Consultant must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The Consultant must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a Consultant be other than the manufacturer, the Consultant and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The Consultant shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the Consultant, Fulton County may procure the articles or services from another source and hold the Consultant responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

## **EXHIBIT B**

**SPECIAL CONDITIONS**  
**(No Special Conditions for this project)**

# **EXHIBIT C**

## **SCOPE OF WORK**

## SCOPE OF WORK

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The Consultant shall provide:

Inventory of adult, young adult and juvenile fiction and non-fiction (in all Dewey ranges) large enough to supply the range of books as described below. The inventory must include sufficient in-stock quantities of both older titles and new releases. The Consultant must have a website through which the library can select and order books, including pre-publication books. The Consultant must be able to catalog and process books according to library specifications.

Ninety-nine percent (99%) of all materials shipped shall be the correct title, edition and number of copies. No substitutions shall be made without prior written authorization from the library. Consultant shall supply the latest edition of a title unless an earlier edition is specified. Binding shall be of the quality commercially sold by the publisher for specific use by public libraries.

The library expects a fill-rate that meets or exceeds 90% of all items ordered.

Consultant must provide an online electronic ordering system that interfaces with Symphony Acquisitions System at no charge to the Library. Also, provide electronic invoicing via SirsiDynix modules and invoices which include for each title the number of copies, title, author, publisher, unit list price, rate of discount, net unit price and extended net amount, cataloging and processing charge, if any.

The Library must receive the permanent copies and the lease copies in shelf-ready condition – cataloged and processed according to Library specifications, including a special label on the jacket and spine for leased books to indicate they are part of the leased collection.

Permanent copies of books are purchased in all subject areas and reading levels. The library purchases fiction and non-fiction for adults. That includes popular fiction and non-fiction but also titles from small, specialty or academic presses, reprints of classic titles, prepublication titles from popular authors, trade paperbacks, mass market paperbacks, and reference titles. The library seeks titles across the entire Dewey range of non-fiction. In adult fiction, the library collects popular fiction, local authors, the major genres, large print, urban fiction and African-American fiction. The library seeks to lease multiple copies of adult titles that are considered high demand and predicted to be bestsellers. This includes hardback and paperback titles, pre-publication titles, and older titles experience high demand due to current events, such as a film adaptation or celebrity book club pick.

The Consultant will schedule monthly phone calls between key Library Collection Development staff and Consultant representatives to go over questions, modifications in technical specifications, changes in procedures, and product enhancements.

The Consultant will have data analytic tools that allow a third party integration component to aid in collection analysis and selection.

- a. The Library has a Central Library, 32 branches and two bookmobiles.
- b. Ordering and Selecting permanent collection books will be as follows:
  - i. The Library must be able to use the Consultant's website to select books.
  - ii. The Consultant's website must feature a database of books that is searchable by author, title, subject, format, date of publication, publisher, ISBN, price, print run etc. or any combination of those search terms. The entry in the database for each title should include access to reviews of the titles, basic bibliographic information, and relevant information like the size of the book's print run, any special media tie-ins etc.
  - iii. The website must provide access to selection tools, such as lists of forthcoming high demand prepublication print titles, lists of honored or recommended books etc.
  - iv. The website must show the real-time inventory of these books – the number on order or in stock. In-stock inventory must include hardcover, trade and mass market paperback,

easy, picture and board books, series paperbacks, reference, fiction and non-fiction in all Dewey ranges in sufficient quantities to supply even multiple copies of each title. The inventory must cover product from the entire spectrum of publishers, including trade, academic and small presses and specialty publishers.

- v. The website must also provide a duplicate check function and the ability to download orders to a spreadsheet as well as print them.
  - vi. The Consultant must be able to provide on a regular basis selection lists or carts that are customized to the library's specifications or profile. Titles that appear on one selection list may not appear on any other selection list over the course of the year. The lists must be age-specific, with no overlap between juvenile and teen/young adult. FCLS defines Juvenile as pre-school through age 12 and Young Adult as ages 13-19.
  - vii. The Consultant must be able to create multiple log-ons and passwords for up to 125 selectors, as well as for the account administrator. All orders from selectors will be sent to the Consultant from the account administrator.
  - viii. Carts and lists must support centralized selection, i.e. permitting orders for multiple agencies for each title simultaneously, as well as permitting selectors to indicate whether this is to be processed as adult, juvenile, YA, reference, easy, or picture.
  - ix. The library must be able to place orders in Symphony through EDI, which generates a Purchase Order number and transmits the order to the Consultant.
  - x. The library requires a separate account that's different from permanent collection books.
  - xi. The library currently uses the following accounts for ordering permanent collection books:
    - 1. Processed (separate accounts for adult, juvenile & YA processed)
    - 2. Product only (separate accounts for adult, juvenile & YA product only)
    - 3. Various others, reflecting different library fund accounts for special projects. The Consultant must be able to create separate fund accounts for these and all of the above.
  - xii. The Consultant must provide weekly reports showing, by branch, items ordered, shipped, back ordered and not yet published. There must be a separate weekly list of cancellations and reason for cancellation, by branch.
  - xiii. The Consultant must provide a project manager who will work closely with FCLS Collection Management staff. A resume of the project manager should be included in the Consultant's proposal. The project manager must:
    - 1. Have the authority to implement any changes to cataloging or processing specifications as requested by the library
    - 2. Respond to calls and emails within 24 hours
    - 3. Arrange regular conference calls or meetings to take feedback from Collection Management staff
- c. Materials will be shipped as follows:
- i. Shelf ready permanent collection books will be drop shipped to individual branches. Shipments to branches will occur on weekdays during hours that the branch is open. All deliveries to the Central Library are to an inside loading dock, and will be accepted only Monday through Friday between 8:30-4:30 EST. There may be no deliveries to any agency on holidays or weekends.
  - ii. Lease books will be shipped to the Central Library in shelf-ready condition.
  - iii. Rush shipments must be shipped by UPS or other delivery service to meet the required turnaround time. Delivery of rush shipments must also be during the hours described above.



- iv. All shipments will include a packing slip listing author, title, number of copies and ISBN of each title included, as well as “ship to” and “bill to” addresses, and the invoice and the purchase order numbers. The packing slip must also show the discount for each title. Any box in a shipment containing a packing slip must be clearly marked, “Packing Slip Included”.
- v. The Library will return all damaged books to the Consultant. The Consultant must replace the item free of charge or issue credits that can be used for future selections. The Consultant must arrange prepaid shipping for return of any damaged books.
- d. Invoices will be remitted in compliance with the following:
  - i. Invoices for lease materials will be generated at the start of the contract for credits to be used throughout the year to purchase lease books.
  - ii. Invoices for permanent collection books will be emailed on a weekly basis to [collection.development@fultoncountyga.gov](mailto:collection.development@fultoncountyga.gov), an Excel spreadsheet.
  - iii. The Excel spreadsheet will include a Summary Worksheet of totals for quantities received, book, and processing costs listed separately.
  - iv. The Excel spreadsheet will include a Detailed Worksheet by locations listing individual purchase orders by quantities received, book and processing cost listed separately.
  - v. Invoices shall be on company letterhead with company name and address and include the following:
    - 1. The “Ship To” name and address
    - 2. The “Bill To” name and address
    - 3. The “Remit To” address for payment
    - 4. The purchase order number
    - 5. Reference to packing slip/shipment number The invoice number and date
    - 6. Author/title, ISBN, binding, list cost of book, number of copies
    - 7. Total list cost for all copies
    - 8. Discount (percentage)
    - 9. Total net cost for all copies
    - 10. Shelf-ready cost on invoice where it pertains
    - 11. Separate line items for each handling charge that pertains (e.g. Rush)

### **Processing and Cataloging – Shelf Ready Permanent Collection Books**

FCLS reserves the right to make amendments to any part of the specifications listed in this bid, as the need arises, based on changes in technology, software, MARC format, AACR2, OCLC, Dewey Decimal Classifications, ILS, or the method by which FCLS ILS catalogs/processes materials. The Consultant will be notified in writing via email of these changes and must agree to adjust their specs accordingly, within five (5) business days. Once the changes have been made, the Consultant must send the updated copy, via email, to the FCLS project administrator (to be identified) for a signature as confirmation that the requested amendments were made and that they will be implemented upon receipt of said signature.

Consultant must be able to provide MARC catalog records with appended holdings fields that can be loaded, indexed and retrieved by FCLS, which is currently SIRSI Symphony, 3.5.3.1. Consultant must have exported and loaded bibliographic records, with appended 949 holdings creation fields, to be considered for selection.

**The Consultant must be able to deliver books fully cataloged and processed according to the following specifications.**

1. Consultant must provide the processing supplies needed for the shelf-ready services being provided, including the following:

- a. Labels (spine and pocket)
- b. RFID tags: The Library's branches will use RFID technology. Therefore the Consultant for this book contract must plan to give each book both a barcode (described below) and an RFID tag. RFID tags shall be:
  - 2"x 2" or 1.9"x 3.2" based upon process material.
  - 1024 bit memory
  - Compatible with an air interface device based on ISO/IEC 18000 standards.
  - Shall be compatible with a 13.56 MHz system.
  - Tag shall be capable of ISO/IEC 15963 data protocol.
- c. OCR/Barcode Labels – Barcode labels must conform to existing FCLS standards for size, readability and composition:
  - Custom photocomposed OCR/barcode labels.
  - Size: Minimum of ¾ inch high by 2 inch wide
  - Minimum of 1/8 inch between barcode and OCR
  - Library name printed on top center of label:  
Fulton County Library System
  - Adhesive: 2 mil permanent adhesive
  - Laminate: 1 mil matte polyester
  - OCR number height: 1/8 inch
  - OCR Symbology: OCR/A; check digit: modulus 10 (CK05)
  - Barcode symbology: Code 39
  - Density; standard
  - Number of digits: One character "R" followed by ten random digits (0-9) with one space between 5th and 6th digits.
  - Not to exceed 2% missing
  - Starting and ending numbers: **(Will be provided by FCLS).**
  - Barcode/OCR labels must interface successfully with the SIRSI ILS

- OCRs must be readable by Opto-Wand dual port OCR wand, model 1001.
- Barcodes must be readable by Intermec 9510 scanner & Intermec 9430 Trakker handheld scanner

**NOTE: Consultant must send approval sample sheet to FCLS project administrator for testing and approval of the OCR labels before production.** Labels cannot be foil-backed, since foil-backed labels may interfere with RFID tags. FCLS's current Consultant for item OCR/barcode labels is Brodart.

- d. Book Jackets
- e. Cover-ups
- f. Book Pockets
- g. Property and agency stamps

2. Consultant will be required to provide these shelf ready services:

- a. Correct stamp and label is used and placed in the correct locations on the book
- b. Call number label is correct (reflects exactly the call number as it appears in the 099 and 949 bibliographic record fields) and formatted properly.
- c. Call number label is legible and centered on the spine so that it may be read when the books are shelved.
- d. OCR barcode label is affixed in the proper location on the book and matches the OCR in the corresponding 949 holdings record creation field
- e. RFID tag is applied to the inside of the back cover
- f. Mylar book jacket is affixed evenly and neatly
- g. Book pockets are affixed in the proper position on the book

3. Consultant must provide new catalog records, either through the editing of existing records in Consultant's bibliographic database or through the creation of original catalog records:

- a. New catalog records must conform to AACR2, most current edition, and USMARC standards, and must reflect any formally adopted changes to these standards throughout the life of the contract.
- b. All name and subject headings must reflect the latest version appearing in the online Library of Congress name and subject headings authority files, with RDA implementation.
- c. Call numbers must be assigned in the 099 MARC field, according to the **Dewey Decimal Classification Scheme, current edition**, (and any subsequent published updates).
- d. Consultant must subscribe, or have access through a bibliographic utility, to LC MARC catalog records.
- e. Fixed Fields must be established and edited according to the most current edition of the OCLC Bibliographic Formats and Standards documents.
- f. Consultants will use the following fields:

- i. 010
- ii. 020
- iii. 022
- iv. 028
- v. 035 – Local System # (OCoLC)
- vi. 049 – Use **GAPA**. Consultant must add this field to all formats of new materials cataloged for FCLS
- vii. 099 – Call number. For LC MARC records change the 082 field to 099 (see next section: *Classification*)
- viii. 1XX
- ix. 245 – A General Material Designator (GMD) must be added for all large print books. The GMD is subfield \$h. A statement of Responsibility appears in \$c
- x. 246
- xi. 300
- xii. 505 – Retain for juvenile books. Delete for young adult books.
- xiii. 520 – Retain for juvenile books. Delete for young adult books.
- xiv. 600, 650, 651, 655 – All large print books must have the subject heading 650 0 Large type books
- xv. 690 - Add local subject heading Young Adult material to Young Adult Materials.
- xvi. 7XX
- xvii. 949 Consultant must create 949 holdings record creation fields. The 949 fields include:
  - \$a call number
  - \$v volume or year
  - \$i item barcode
  - \$m library – BRANCH
  - \$l home location – ADULT or GEN\_COLL (for Central); JUVENILE or CEN\_TEEN (for Central) or YOUNG\_ADLT.
  - \$t item type – BOOK or BK\_CAT\_PBK or LARGE\_PRNT; JUV\_BOOK or J\_CAT\_PBK (juvenile); BOOK or BK\_CAT\_PBK (young adult).
  - \$x item cat 1 – FICTION, NONFICTION, LARGE PRINT or BIOGRAPHY.
  - \$z item cat 2 - ADULT, JUVENILE, or YOUNG\_ADLT.

#### 4. Classification:

- a. Materials should be cataloged using the latest edition of the **Dewey Decimal Classification Scheme**. Dewey numbers should not exceed 4-6 numbers after the decimal point, with not more than 4 numbers preferred and no breaks within prime.
- b. Call numbers are entered in the 099 tag.
- c. FCLS cutter consists of author's full last name, or the first significant word of title main entry. Cutters for biography and criticism consist of the last name of the person being critiqued. All letters should be uppercase. Juvenile and YA books use the prefixes \$aY for young adult and \$aJ for juvenile books.
- d. Large Print -When cataloging large print materials, LP should always be entered in the 099 field preceding the call number.
- e. Biographies - FCLS uses "B" for all individual biographies and use the biographee's full last name as the cutter. Here are the exceptions:
  - i. 700's - If the book in hand offers a choice between the Dewey number and B, choose the Dewey number if the individual's biography is stressed or career and biography receive equal emphasis; otherwise, choose B and biographies last name.
  - ii. 700's Artists, Painters, Sculptors - If the record offers a choice of a Dewey number or B, choose the 700 Dewey number and the last name of the artist, not the author.
  - iii. Collective Biographies - Use the Dewey number for adult/young adult books. Use J920 for Juvenile collective biographee's.
  - iv. Individual, juvenile and young adult biographies are classed \$a J for juvenile, \$a Y for young adult with a \$a cutter using the full surname of the subject.
- f. Bibliographies, Filmographies, Discographies – Use the Dewey subject number, and add 016 to the end of call number. If the number exceeds the sixth position, carry the call number to the decimal or the first prime. If it is of a specific individual or group, enter the Dewey number and cutter for the last name of the individual or the name of the group.
- g. Criticism of an artist or literary author – Use the Dewey subject number and cutter for the author/artist.
- h. Collections of Short Stories – If by the same author should be classed as FICTION. If by more than one author should be classed in the Dewey numbers assigned for short stories, including those displaying a specific type, subject or scope. Cutter for the first significant word of the title main entry.
- i. Travel Books – Cutter by the series name and year, not by the location. For example, A New England Eyewitness book should be 917.4 EYEWITNESS 2010 not 917.4 NEW 2010. Use the Dewey subject number for the location for all travel books including the following:
  - i. Bed and breakfast guides (instead of 647)
  - ii. Site-specific guides to hiking, canoeing, etc. (instead of 700s)
  - iii. Amusement park guidebooks (Walt Disney World, instead of 791)
  - iv. Guidebooks for specific national parks (e.g. Yellowstone)
  - v. Site-specific cruise guides (e.g. to the Caribbean)

- j. Juvenile and Young Adult State and Country Books - All country and state books are placed in the history section for that country.
- k. Juvenile Native Americans Books – Books with general information topics about Native American tribes are placed in 970.1. Books on specific Native American Tribes are placed in 970.4.
- l. Juvenile Picture Books – Classed with a \$a PICTURE, with a \$a cutter of the author's surname.
- m. Juvenile Easy Books – Classed with a \$a EASY, with a \$a cutter of the author's surname.

### **Processing and Cataloging – High Demand/Bestselling Books for Adults (Lease Books)**

FCLS reserves the right to make amendments to any part of the specifications listed in this bid, as the need arises, based on changes in technology, software, MARC format, AACR2, OCLC, Dewey Decimal Classifications, ILS, or the method by which FCLS catalogs/processes materials. The Consultant will be notified in writing via email of these changes and must agree to adjust their specs accordingly, within five (5) business days. Once the changes have been made, the Consultant must send the updated copy, via email, to the FCLS project administrator (to be identified) for a signature as confirmation that the requested amendments were made and that they will be implemented upon receipt of said signature.

Consultant must be able to provide MARC catalog records with appended holdings fields that can be loaded, indexed and retrieved by FCLS ILS, which is currently SIRSI Symphony, 3.5.3.1. Consultant must have exported and loaded bibliographic records, with appended 949 holdings creation fields, to be considered for selection.

The Consultant must be able to deliver books fully cataloged and processed according to the following specifications.

1. Consultant must provide the processing supplies needed for the lease service being provided, including the following:
  - a. A colored label for the front and spine of the book, indicating that it is part of the FLOATING collection.
  - b. Labels (spine and pocket)
  - c. RFID tags: The Library's branches will use RFID technology. Therefore the Consultant for this lease book contract must plan to give each book both a barcode (described below) and an RFID tag. RFID tags shall be:
    - 2"x 2" or 1.9"x 3.2" based upon process material.
    - 1024 bit memory
    - Compatible with an air interface device based on ISO/IEC 18000 standards.
    - Shall be compatible with a 13.56 MHz system.
    - Tag shall be capable of ISO/IEC 15963 data protocol.
  - d. OCR/Barcode Labels – Barcode labels must conform to existing FCLS standards for size, readability and composition:
    - Custom photocomposed OCR/barcode labels.
    - Size: Minimum of ¾ inch high by 2 inch wide
    - Minimum of 1/8 inch between barcode and OCR

- Library name printed on top center of label:  
Fulton County Library System
- Adhesive: 2 mil permanent adhesive
- Laminate: 1 mil matte polyester
- OCR number height: 1/8 inch
- OCR Symbology: OCR/A; check digit: modulus 10 (CK05)
- Barcode symbology: Code 39
- Density; standard
- Number of digits: One character "R" followed by ten random digits (0-9) with one space between 5th and 6th digits.
- Not to exceed 2% missing
- Starting and ending numbers: **(Will be provided by FCLS).**
- Barcode/OCR labels must interface successfully with the SIRSI ILS
- OCRs must be readable by Opto-Wand dual port OCR wand, model 1001.
- Barcodes must be readable by Intermec 9510 scanner & Intermec 9430 Trakker handheld scanner

**NOTE: Consultant must send approval sample sheet to FCLS project administrator for testing and approval of the OCR labels before production.** Labels cannot be foil-backed, since foil-backed labels may interfere with RFID tags. FCLS's current Consultant for item OCR/barcode labels is Brodart.

- e. Book Jackets
- f. Cover-ups
- g. Book Pockets

2. Consultant will be required to provide these lease services:

- a. Correct labels are used and placed in the correct locations on the book
- b. Call number label is correct (reflects exactly the call number as it appears in the 099 and 949 bibliographic record fields) and formatted properly. This label must also include year of publication.
- c. Call number label is legible and centered on the spine so that it may be read when the books are shelved.
- d. OCR barcode label is affixed in the proper location on the book and matches the OCR in the corresponding 949 holdings record creation field
- e. RFID tag is applied to the inside of the back cover
- f. Mylar book jacket is affixed evenly and neatly
- g. Book pockets are affixed in the proper position on the book

3. Consultant must provide new catalog records, either through the editing of existing records in Consultant's bibliographic database or through the creation of original catalog records:
  - a. New catalog records must conform to AACR2, most current edition, and USMARC standards, and must reflect any formally adopted changes to these standards throughout the life of the contract.
  - b. All name and subject headings must reflect the latest version appearing in the online Library of Congress name and subject headings authority files, with RDA implementation.
  - c. Call numbers must be assigned in the 099 MARC field, according to the **Dewey Decimal Classification Scheme, current edition**, (and any subsequent published updates)
  - d. Consultant must subscribe, or have access through a bibliographic utility, to LC MARC catalog records.
  - e. Fixed Fields must be established and edited according to the most current edition of the OCLC Bibliographic Formats and Standards documents.
  - f. Consultants will use the following fields:
    - i. 010
    - ii. 020
    - iii. 022
    - iv. 028
    - v. 035 – Local System # (OCoLC)
    - vi. 049 – Use **GAPA**. Consultant must add this field to all formats of new materials cataloged for FCLS
    - vii. 099 – Call number. For LC MARC records change the 082 field to 099 (see next section: *Classification*)
    - viii. 1XX
    - ix. 245 – A General Material Designator (GMD) must be added for all large print books. The GMD is subfield \$h. A statement of Responsibility appears in \$c
    - x. 246
    - xi. 300
    - xii. 600, 650, 651, 655 – All large print books must have the subject heading 650 0 Large type books
    - xiii. 690
    - xiv. 7XX
    - xv. 949 Consultant must create 949 holdings record creation fields. The 949 fields include:
      - \$a call number
      - \$v volume or year



- \$i item barcode
- \$m library – CENTRAL
- \$l home location – FLOAT
- \$t item type – FLOAT
- \$x item cat 1 – FICTION, NONFICTION, LARGE PRINT or BIOGRAPHY
- \$z item cat 2 – ADULT
- \$0 (subfield zero) item cat 3 – LEASE

#### 4. Classification:

- a. Materials should be cataloged using the latest edition of the **Dewey Decimal Classification Scheme**. Dewey numbers should not exceed 4-6 numbers after the decimal point, with not more than 4 numbers preferred and no breaks within prime.
- b. Call numbers are entered in the 099 tag.
- c. FLO always precedes the call number for lease plan books. Do not place FLO in the 099 tag.
- d. FCLS cutter consists of author's full last name, or the first significant word of title main entry. Cutters for biography and criticism consist of the last name of the person being critiqued. All letters should be uppercase.
- e. Large Print -When cataloging large print materials, LP should always be entered in the 099 field preceding the call number.
- f. Biographies - FCLS uses "B" for all individual biographies and use the biographee's full last name as the cutter. Here are the exceptions:
  - v. 700's - If the book in hand offers a choice between the Dewey number and B, choose the Dewey number if the individual's biography is stressed or career and biography receive equal emphasis; otherwise, choose B and biographee's last name.
  - vi. 700's Artists, Painters, Sculptors - If the record offers a choice of a Dewey number or B, choose the 700 Dewey number and the last name of the artist, not the author.
  - vii. Collective Biographies - Use the Dewey number.
- g. Bibliographies, Filmographies, Discographies – Use the Dewey subject number, and add 016 to the end of call number. If the number exceeds the sixth position, carry the call number to the decimal or the first prime. If it is of a specific individual or group, enter the Dewey number and cutter for the last name of the individual or the name of the group.
- h. Criticism of an artist or literary author – Use the Dewey subject number and cutter for the author/artist.
- i. Collections of Short Stories – If by the same author should be classed as FICTION. If by more than one author should be classed in the Dewey numbers assigned for short stories, including those displaying a specific type, subject or scope. Cutter for the first significant word of the title main entry.

## **SIRSI System Loader**

The Library's Integrated Library System loader must be able to use the Consultant's incoming data to add or overlay records in existing FCLS database. Incoming data from the Consultant must supply correctly encoded data in the MARC record leader. **The following fields are considered as the matching mechanism and must be accurate and consistent:**

- ISBN (020 tag)
- ISBN/ISSN number
- LCCN number
- Consultant's own assigned ID number (001 tag)

1. MARC catalog records provided by the Consultant will fall into two categories:

### **a. Added copy records**

Consultant searches the FCLS database and determines that the book in hand exactly matches an existing record in the FCLS database. Consultant must supply the nearest equivalent record in Consultant's bibliographic database with the **exact 020 tag** with new holdings record(s) appended in 949 tag(s). The Consultant's bibliographic record must be replaced by (or merged with) the existing FCLS record by the System loader.

- i. Consultant must match on the alphabetic prefix as well as the numeric portion of the 001 tag --Consultant identification number. Current 001 alphabetic prefixes in use are: EXAMPLE: 001: OCM135131, BRD00277843, bl2345678000
- ii. Loader must also match on the ISBN (020) and LCCN (010) fields. The Consultant must indicate any additional fields supported for record matching through the Consultant's system bibliographic loader.

### **b. New catalog records**

Consultant must provide new catalog records, either through the editing of existing records in the Consultant's bibliographic database or through the creation of original catalog records.

- i. New catalog records must conform to AACR2, latest edition, Rev. and US MARC standards and must reflect any formally adopted changes to these standards throughout the life of the contract.
- ii. All name and subject headings must reflect the latest authoritative version appearing in the online Library of Congress name and subject authority files, with RDA implementation.
- iii. Call numbers must be assigned, in the 099 MARC field, according to the Dewey Decimal Classification Scheme (and any subsequent published updates).
- iv. Consultant must subscribe, or have access through a bibliographic utility, to LC MARC catalog records.
- v. New catalog records must conform fully to the requirements for cataloging.
- vi. Consultant will be required to maintain an error rate of 1% or less for bibliographic records for the following fields:

1) 010

2) 020

3) 022

- 4) 028
- 5) 099
- 6) 049
- 7) 1XX
- 8) 245
- 9) 246
- 10) 300
- 11) 600, 650, 651, 655, 690
- 12) 7XX
- 13) 949

## 2. Viewing FCLS database for added copy status:

- a. Consultant must be able to view the existing FCLS bibliographic database so that the book-in-hand can be matched against the FCLS bibliographic database. Books that exactly match an existing record will be treated as added copy books.
- b. Consultant must be able to access the FCLS database for read-only access using the Internet.
- c. Consultant will match book-in-hand against the FCLS bibliographic database, and insert the exact 001 tag, as it appears in the FCLS record, in the Consultant's bibliographic record, to insure record overlay by the bibliographic loader.

## 3. Downloading records to FCLS

- a. Consultant must be able to connect to the FCLS database at the time of the contract to deliver MARC records to FCLS via FTP or internet.
- b. Data should arrive at FCLS preferably daily but at least twice a week, and must arrive at FCLS not less than 24 hours prior to receipt by FCLS of the items ordered.
- c. Consultant must provide with each data shipment a report counting the number of bibliographic records and the total number of holdings records, by agency, included in the shipment. Purchase order number(s) or other links to the book order(s) must reference this report
- d. Each data shipment must provide all bibliographic and holdings creation fields for a complete order shipment so that books are not received for which there are no records, and records are not received for which there are no corresponding books.

## 4. Holdings Records

- a. Consultant must create 949 holdings record creation fields using the correct formats and codes for branch, location, call number, item type, item category 1, etc. Consultant must explain how Consultant's system will maintain and validate FCLS 949 codes, including the FCLS barcode
- b. Consultant must transmit new titles added to the FCLS database to OCLC for loading into the OCLC system to set FCLS' holdings symbol (GAP)

- c. Consultant will be required to maintain an error rate of 2% or less for item records in the following areas:
- i. branch, location, item type: correctly spelled and formatted code used;
  - ii. branch, location, item type: represents the correct book medium;
  - iii. call number, volume/part: correctly formatted;
  - iv. call number, volume/part: reflects book-in-hand and relevant information in bibliographic 099 field

# **EXHIBIT D**

## **PROJECT DELIVERABLES**

## PROJECT DELIVERABLES

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The County has identified the following deliverables which are significant work products and/or milestones for this project. The County requires these deliverables to be addressed in the Statement of Work ("SOW").

1. List any milestones, major project deliverables or project submittals with specific due dates or time frames.

We are not aware of any specific event-related due dates. Timeframes related to product delivery, reporting, invoicing, and procedure updates are as listed in our response. Baker & Taylor currently provides shelf-ready firm order print product and related data analytic services to the Library today. If awarded the RFP, our staff will continue to work with Library staff to assure compliance with requirements. Foundation processes are in-place and active and will continue without interruption.

While we have provided Lease services for the Library in the past, we are not the Library's vendor for that service at present. If awarded the RFP, we will work with the Library to transition this service: Service Transition Upon award, our Baker & Taylor team will work with Library contacts to establish a schedule of initial meetings, an opportunity for us to review the Library's lease service needs and the current workflow. Our goal is to provide a comfortable transition, with no disruption of service.

1-Our staff will document needs and requirements for:

- Individual Account Structure and Set-Up
- Account Parameters
- Delivery Parameters
- Order Requirements
- Interface with ILS
- Identify modules/functions supported
- Arrange for process testing
- Cataloging/Processing Services
- Review service needs, per account
- Record specifics of desired record content, label content and label placement
- Develop sample book materials for Library approval
- Collection Development Profiles
- Review selection requirements
- Create customized selection profiles as required
- Training Needs for Staff on B&T Products/Services
- Use of Title Source selection/ordering website
- On-Line Customer Reports website

2- Working together to develop an overall start-up plan, B&T staff and Library staff will confirm service parameters and will create a task schedule to accomplish any account requirements and training goals.

3-The task schedule is implemented. Your Baker & Taylor Leasing Director, Fred Harvey, along with the Customer Success Manager, will be in regular communication with the designated Library contacts to assure that the identified needs are met. Adjustments will be made to correct any unforeseen issues with the initial schedule.

4-Once the Library staff is comfortable with accounts, services, and training, the Library will authorize B&T to proceed with fulfillment of orders.

2. Identify what the quality expectations (outputs/outcomes or performance standards) are for this project.

Baker & Taylor strives for the overall goals of -error-free order fulfillment of shelf-ready product and efficient, damage-free delivery-development of an open, communicative, and collaborative relationship with Library staff. We acknowledge and will comply with the Library's requirements, as addressed within our response:

Ninety-nine percent (99%) of all materials shipped shall be the correct title, edition and number of copies. No substitutions shall be made without prior written authorization from the library. Consultant shall supply the latest edition of a title unless an earlier edition is specified. Binding shall be of the quality commercially sold by the publisher for specific use by public libraries.

The library expects a fill-rate that meets or exceeds 90% of all items ordered.

The Consultant must provide weekly reports showing, by branch, items ordered, shipped, back ordered and not yet published. There must be a separate weekly list of cancellations and reason for cancellation, by branch.

Invoices for permanent collection books will be emailed on a weekly basis to [collection.development@fultoncountytga.gov](mailto:collection.development@fultoncountytga.gov), an Excel spreadsheet.

Key personnel should respond to emails and phone calls within one business day. They should be able to accommodate a monthly call with library staff to check in on selection progress, go over updates and changes on their side and the library's, answer questions, and provide more in-depth responses than may be possible via email.

Barcodes: Not to exceed 2% missing Consultant will be required to maintain an error rate of 1% or less for bibliographic records for the following fields:

- 1) 010
- 2) 020
- 3) 022
- 4) 028
- 5) 099
- 6) 049
- 7) 1XX
- 8) 245
- 9) 246
- 10) 300
- 11) 600, 650, 651, 655, 690
- 12) 7XX
- 13) 949

3. Explain how (and how often) deliverables or services will be monitored and evaluated.

All errors in cataloging/processing services, mis-shipped product, and damaged product are recorded. The data collected is reviewed monthly to help our staff in the identification of any system malfunction or or recurring problem with service or processes.

Should a CLS team member or a member of the Library staff report a problem or concern, however, it is immediately investigated for corrective action.

4. Explain the process that will be followed when the outputs / outcomes are below performance standards.

Should our team become aware of service below the performance standard, the Customer Success Manager will notify the Library of the service discrepancy, will collect information from Library staff to further document the issue, and will work to develop an appropriate solution. Library staff will be kept informed of the status of the correction/change.

Once corrected, the CSM will follow-up with Library staff to ensure that the issue has been resolved to everyone's satisfaction.



# **EXHIBIT E**

## **COMPENSATION**

## COMPENSATION

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The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$800,000.00 (Eight Hundred Thousand Dollars and Zero Cent). The detailed costs are provided below:

## **Section 1 - Introduction**

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

*The following pages include:*

*-Cost Proposal Forms (per Addendum 3)*

*-Explanatory documentation in support of the proposed terms of sale*

*Appendix 1- Customized Cataloging/Processing Services*

*Appendix 2- Terms of Sale for Firm Order Material*

*Terms of Sale for Book Lease Services*

*Appendix 3- Material Category Definitions*

*Appendix 4- Enhanced Services Program*

***Section 2 - Completed Cost Proposal Forms***

The Cost Proposal Forms are provided in Section 9 – Exhibits, Exhibit 2 of this RFP. The Proposer is required to complete all of the Cost Proposal Forms provided.

*Forms are enclosed.*

**2<sup>nd</sup> REVISED COST PROPOSAL FORM**

Respondent must complete all information requested on this Pricing Form, and must include all costs on this form. Alternative pricing information is not considered in determining vendor cost. Fulton County would like to use the cost evaluation criteria outlined on page 35 of the RFP.

List Price	\$24.99 or less	\$25.00-\$29.99	30 or more
Approximate Percentage of Books Ordered	25%	70%	5%

**Please note that quantities given below are estimates only.**

**PRICING OF SHELF READY MATERIALS**

Please indicate in Column B the discount offered for each format in the table below. In column D, please show that discount as applied to each price listed in column C. Multiply Column D by Column E to find Total Price for Column F

A	B	C	D	E	F
Category	% Discount Offered	Average Price	Discount Price	Estimated Purchase Quantity	Total
Adult trade hardcover fiction <i>Category Definition I</i>	47.5	\$28.00	\$14.70	12,000	\$176,400.00
Adult trade hardcover non-fiction <i>Category Definition I</i>	47.5	\$26.00	\$13.65	7,000	\$95,550.00
Adult trade paperback fiction <i>Category Definition III</i>	40.5	\$15.00	\$8.93	1,500	\$13,395.00
Adult trade paperback non-fiction <i>Category Definition III</i>	40.5	\$15.00	\$8.93	500	\$4,465.00
Adult mass market paperbacks <i>Category Definition V</i>	40.5	\$8.00	\$4.76	500	\$2,380.00
YA trade hardcover <i>Category Definition II</i>	47.5	\$18.00	\$9.45	2,000	\$18,900.00
YA trade paperback <i>Category Definition IV</i>	40.5	\$14.00	\$8.33	100	\$833.00
Juvenile hardcover <i>Category Definition II</i>	47.5	\$19.00	\$9.98	17,000	\$169,660.00
Juvenile trade paperback <i>Category Definition IV</i>	40.5	\$10.00	\$5.95	3,000	\$17,850.00
Juvenile mass market paperback <i>Category Definition V</i>	40.5	\$7.00	\$4.17	500	\$2,085.00
<b>TOTAL COST OF BOOKS</b>				<b>44,100</b>	<b>\$501,518.00</b>

*Please see Appendix 2 for a complete outline of product discount. Please see Appendix 3 for material category definitions.*

**TOTAL COST OF SHELF READY MATERIALS:** \$501,518.00

**PRICING OF SHELF READY SERVICES**

A. Charge for monthly new release/prepub lists (one list for each format in J, YA and adult: total of 9 monthly lists x 18 months)

0

B. Charge for EDI or 9xx ordering:

0

Cataloging costs

Per record charge for copy cataloging:

0

C. Total charges for copy cataloging of 42,100 items

0

Per record charge for original cataloging:

0

D. Total charges for original cataloging of 2,000 items:

0

Processing costs

Per unit charge for physical processing:

\$3.89 \*

E. Total charges for physical processing of 44,100 items

\$171,549.00

Additional costs (please describe):

*From p. 22 of the RFP: if Cover-Up means poly laminate for*

*paperback covers, the 7 mil laminate is available for \$ 1.59/unit. Following the Estimated*

*Purchase Quantity of paperback items from page 1 of the Cost Proposal form (6,100 paperback units),*

*this would add an additional \$ 9,699.00 to processing services. If Cover Up means label protectors, there is no additional cost.*

*Title Source is available free of charge to include MARC profiler, grids, full text reviews, an Admin ID and up to 200 users.*

**TOTAL COST OF SERVICES (total of A,B,C,D,E,  
& any Additional Costs listed above):**

\$171,549.00

*if poly laminate covers for paperbacks are required -\$181,248.00*

**I. TOTAL COST OF SHELF READY (Materials + Services):** \$673,067.00

*if poly laminate covers for paperbacks are required -\$682,766.00*

\* *Blended per unit price includes all required cataloging/processing services. Please see Appendix 1 for details.*



Please use this form to indicate the costs for a lease plan of 20,000 books over a one year period. **(1)**

**All cost must be indicated on this sheet; no other costs will be taken into account.**

### ESTIMATED ORDER QUANTITY CHART

List Price	\$24.99 or less	\$25.00-\$29.99	30 or more
Approximate Percentage of Books Ordered	15%	75%	10%

### COST PROPOSAL SHEET

- (1)** 1. Lease plan cost of books, average retail price less than \$25.00 \$ 58,350.00
- (1)** 2. Lease plan cost of books, average retail price \$25. To \$29.99 \$ 291,750.00
- (1)** 3. Lease plan cost of books, average retail price \$30 and above \$ 38,900.00
4. Lease plan cost of books, average retail price \$25. To \$29.99 \$ repeated line 2 / not applicable
5. Creation of original MARC record (estimated at 2,000 items) \$ 0 - included in annual program fee
6. Creation of added copy record (estimated at 18,000 items) \$ 0 - included in annual program fee
7. Shipping & handling for 20,000 items \$ 0 - included in annual program fee
8. Per book charge if Library wants to purchase 50% of lease books \$ The Library may keep up to 50% of the lease collection free of charge. Should the Library choose to retain additional units over 50%, these units may be purchased at \$2.50/unit.
9. Shipping cost for Library to return leased books \$ No charge for standard returns associated with rotation of program titles. Should the Library terminate the agreement, the cost of returning the collection is the responsibility of the Library.
10. Other cost (see below) \$ None

Please explain #10 (other cost)

None

II. TOTAL COST OF LEASED MATERIALS (#1-#10 Above) \$ 389,000.00 \*

TOTAL COST OF PROJECT (I + II, SHELF READY + LEASED) \$ 1,062,067.00  
*if poly laminate covers for paperbacks are required -\$1,071,766.00*

\* There is a 2 % discount off of the total plan price if the annual invoice is paid within 60 days (\$381,220.00).

**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:

- CLS FULL SHELF-READY SERVICES .....\$3.89/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 AND AGENCY STAMP (LIBRARY SUPPLIED)
  - 6. BARCODE LABEL
  - 7. SPINE LABEL
  - 8. POCKET
  - 9. POCKET LABEL
  - 10. LABEL PROTECTORS
  - 11. LINK AND AFFIX BAKER & TAYLOR SUPPLIED UNIVERSAL RFID TAG

- ADDITIONAL SERVICES AT THE LIBRARY’S REQUEST:**
- PLASTIC LAMINATE FOR PAPERBACK COVER REINFORCEMENT (10 MIL).....\$ 1.99/UNIT**
- POLY LAMINATE FOR PAPERBACK COVER REINFORCEMENT (7 MIL).....\$ 1.59/UNIT**
- ORIGINAL CATALOGING .....FREE OF CHARGE**

◆ 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.



## APPENDIX 2

### Baker & Taylor

#### Discount Terms and Conditions of Sale (Firm Order)

#### Fulton County Library System (GA)

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

Product Category	Category Definition (a)	Price Indicator	Discount
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction, and may include some spoken word audio)	0 - (zero) (Hardcover Trade Editions and Spoken Word CD) C - (Hardcover Computer Books)	47.5%
II.	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction)	J	47.5%
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	B - (Paperback Trade Editions) C - (Paperback Computer Books)	40.5%
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	G	40.5%
V.	Mass Market Paperback Editions	P	40.5%
VI.	Single Edition Reinforced (Juvenile)	R	21.5%
VII.	Publisher's Library Edition (Juvenile)	Z	21.5%
VIII.	University Press Trade Editions (may be of any binding and include some spoken word audio)	A	15.0%
IX.	Text, Technical, Reference, Professional Medical, Small Press, some University Press titles (excluding University Press Trade Editions) and/or Titles of Limited Demand (may be of any binding and include some spoken word audio)	S/X/N - (Text, Technical, or Reference Editions)  L - (Hardcover Editions from Small Press and Hardcover Titles of Limited Demand—primarily Adult)  7 - (Hardcover Titles of Limited Demand—primarily Juvenile)  M - (Paperback Editions from Small Press and Paperback Titles of Limited Demand—primarily Adult)  1 - (Paperback Titles of Limited Demand—primarily Juvenile)  T/U/V/W/4/Letter O - (Specialty Textbooks)  5/6/8 - (Professional Medical Titles)	S = 0.0 % X = 0.0 % N = 0.0 % (b) L = 0.0 % (c)(d) 7 = 21.5% M = 0.0% (c)(d) 1 = 40.5% 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 %
X.	Imported English and Non-English Language Editions	F/K/3	0.0%
XI.	Enhanced Service Program	Y / Q	0.0 % (e)
XII.	Spoken Word Audio	H	46.2%
XIII.	Board Books	I	21.5%
XIV.	Novelty Items/Activity Books	I	21.5%
XV.	Special Programs, such as: - Follett Bound Editions - Turtleback Editions	D E	D = 0.0% E = 25.0%

- (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.

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

**Also, please note that:**

- Publisher's list price is subject to change without notice.
- Except where otherwise noted, book discounts are applied to current publisher's list price at the time of shipment.
- Baker & Taylor reserves the sole right to be the final determinant of product categories, category definitions and price indicators. The discounts vary based on this determination.
- Titles are categorized by Baker & Taylor for pricing purposes by considering the binding, general marketing categories, demand for certain titles, preferred stock status, cost of acquisition, cost of distribution, and the size or type of publisher, as well as factors related to relationships with publishers such as shipping terms, payment terms, publisher's discount, returnability to publishers and other factors.
- Product categories, category definitions and price indicators are subject to change at Baker & Taylor's sole discretion, without notice, based upon the above-described factors for categorizing titles.
- For domestic titles where no publisher list price is assigned by the publisher, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For imported titles where no publisher list price is assigned by the publisher for the U.S. market, Baker & Taylor will assign such titles a U.S. dollar price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For 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 Continuation Services or Approval Programs.
- Baker & Taylor provides an invoice that identifies the publisher's current list price, the discount offered, and the exact price charged for each title ordered.



## **APPENDIX 2**

### **TERMS AND CONDITIONS OF SALE – BOOK LEASE**

Baker & Taylor's Book Leasing Program provides libraries with an efficient and economical method for maintaining an inventory of the most current, high demand, hardcover titles. Our lease program is clean and simple and is focused on the titles that truly generate higher circulation numbers and satisfy patron demand. We have eliminated the tedious review of management reports and simplified returns tracking via our Quick Returns service.

Baker & Taylor's monthly selection lists provide the most up-to-date information regarding forthcoming titles two to three months prior to publication. Orders can be placed by mail, phone and via the Internet using Title Source 360 or your library's ILS acquisitions software. Leased books are shipped via commercial carrier, free of charge, from your primary regional distribution center. Your leased books will arrive cataloged and completely shelf-ready thanks to Customized Library Services, the most sophisticated and comprehensive processing available.

### **Monthly Selections & Acquisitions**

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#### **Selection Lists**

Our staff of professional book buyers selects titles for this program based upon reviews and anticipated general public demand. Each month, prepublication title lists are created with comprehensive annotations to assist the library with selections. Annotations include information on authors and titles, as well as information on planned promotional tours, print runs, book club selections, and media tie-ins. In addition to the prepublication list, Our *Quick Call* publication lists current bestsellers and a variety of popular titles that are available through our Lease Program.

Baker & Taylor's monthly prepublication lists of titles (three-months in advance of publication) are available in print-friendly PDF or excel versions. Lease Lists are also available as E-Lists, which can be found in Title Source 360 on the E-lists page under Book Leasing.

#### **Special Requests**

Special requests are also welcome. Baker & Taylor does not restrict selection from a closed list; requests for hardcover Trade or paperback Trade titles not listed in our publications will be reviewed and added to your order.

#### **Ordering**

Baker & Taylor's Quick Call toll-free telephone ordering offers the library the opportunity to verify in-stock availability and ready for expedited handling of bestsellers and other popular books. These titles are available while quantities last, and are ready for rapid shipment. Cataloging and shelf ready processing are available for all listed titles. Customized Library Service processing may add additional time for material processing. CLS will employ the appropriate amount of resources to maintain the fastest possible turnaround time. Our average turn around for shipment of fully cataloged and processed material is 7-10 days from the creation of the order in our system or after receipt of material from the publisher.

#### **Mail/ Fax/ Email/ Electronic Orders**

The Library may place orders with our Book Leasing Department via toll-free number (1-800-775-3800), toll free fax (877-460-6011), email ([leasing@baker-taylor.com](mailto:leasing@baker-taylor.com)) or our online ordering tool, Title Source.

Baker & Taylor's monthly prepublication and *Quick Call* publication include an EXCEL order page that can be printed and used to order by mail or fax. The Library may also email book leasing orders directly to Baker & Taylor's Book Leasing Department at [leasing@baker-taylor.com](mailto:leasing@baker-taylor.com).

Title Source 360 can be used to review Baker & Taylor's Book Leasing E-Lists including prepublication title



listings and B&T's *Quick Call* Lease Lists over the Internet. Using TS360, the staff can read annotations and view cover images, log selections and place orders on line. TS360 offers a single resource for ordering lease books and placing firm orders. In addition, the library can import bibliographic data from Title Source 360 into your library's ILS acquisition system.

## Features & Benefits

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### Quota Information

The library will receive the stated monthly allowance of quota each month of the annual contract. B&T will deduct one (1) allowance for each unit selected with a publisher list price of \$30.00 or less. Books with a publisher's list price of \$30.01 or more will be counted as two (2) against the quota allowance.

### Collection Rotation

The library is encouraged to rotate the collection throughout the year. When the library's core collection size (20 x Monthly Quota Allotment) is exceeded by 30% the library is encouraged to reduce the collection size to the core size by making returns via the Quick Returns process. A copy of the Quick Returns form will be provided by the B&T Book Leasing Department and return labels can be requested by emailing a carton count to [leasing@baker-taylor.com](mailto:leasing@baker-taylor.com).

At any time during the lease period, the library may also purchase titles from the collection at a flat rate of **\$2.50/book**.

Over the life of the contract, the library will be allowed to **retain 50%** of books slated for return during the normal rotation cycle, free of charge.

### Shipping Costs

Baker & Taylor Book Leasing pays all shipping costs for current customers including return shipping when books are rotated out of your book leasing collection and returned to Baker & Taylor. Please note, however, if the Library is unable to continue program participation, the Library will be responsible for returning the core collection and any related shipping cost.

### Damaged and Defective Books

Baker & Taylor will replace books that are damaged upon arrival in the library. Publisher defective books will be replaced up to 3 months after they have been received by the library.

### Monthly Reporting

Baker & Taylor Book Leasing System's inventory report is the easiest to use in the industry today. Each month Baker & Taylor provides online management reports which are specifically designed to help track the Library's leased book collection. The *Monthly Quota Status Report* allows a quick review of the quota allowance, the amount of quota used each month and the number available for the following month. Orders received and logged prior to the first of the month will reflect on the current month's report. An updated *Monthly Customer Inventory Report* detailing your account's monthly lease activity provides total summaries. Each month, Baker & Taylor posts on online listing by title of all books in your collection as well as any books on order awaiting publication.

No additional charge is assessed for lost, stolen, or damaged books. These books are simply reported via the inventory listing or *Quick Returns* form and the library's records are updated to reflect the activity.

Our standard reporting provides account activity information in detail and in summary. Should the Library require additional reporting, we will be pleased to assist with your request. Please contact our Book Leasing Department at (800) 775-3800 for additional information.

## Plan Size and Annual Rate

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### *Sample Plan of 20,000 Quota Units per Year*

This grid provides a representative sample, using a plan size of 20,000 quota units per year.

Price Per Unit	Quota Limit *	Annual Quota Units	Annual Investment	Annual Prepay Discount	Total Annual Investment **
\$19.45	\$30.00	20,000	\$389,000.00	2%	\$ 381,220.00

\* Book units are ordered and tracked based upon quota units as purchased by the Library. A book will count as one (1) against the quota allowance, unless the publisher's list price is higher than the quota price limit. Books with a publisher's list price higher than the quota price limit will be counted as additional units against the quota allowance.

Books with a publisher's list price of \$30.01 or more will be counted as two (2) against the quota allowance.

\*\* There is a 2.0% discount off of the total plan price if the annual invoice is paid within 60 days.



## **APPENDIX 3**

### **MATERIAL CATEGORY DEFINITIONS**

#### **I. Adult Trade Hardcover Editions (O, C) (may include some spoken word audio materials)**

High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: 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 hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example would be: Are You Ready to Play Outside by Mo Willems, ISBN: 9781423113478.

#### **III. Adult Quality Paperback Editions (B, C)**

High demand paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: The Boys in the Boat by Daniel Brown, ISBN 9780143125471.

#### **IV. Juvenile Quality Paperback Editions (G)**

High demand, juvenile paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: Tuck Everlasting by Natalie Babbitt, ISBN: 9780312369811.

#### **V. Mass Market Paperback Editions (P)**

A standard rack size paperback typically found in bookstores or other retail outlets. An example of a mass market paperback would be: The City of Ember by Jeanne Duprau, ISBN: 9780375822742.

#### **VI. Single Edition Reinforced (R)**

A high quality binding designed to provide a long shelf life in a heavy use environment. Although the binding is fanned and glued it may not be sewn, which is typically found in the publisher library edition. Subject content can include both fictional and non-fiction works appealing to juveniles as well as adults. These bindings are identified by the publisher to Baker & Taylor. An example of a single edition reinforced binding would be: Because of Winn Dixie by Kate DiCamillo, ISBN 9780763650070.

#### **VII. Publisher Library Editions (Z)**

Fiction as well as non-fiction materials appealing to both juveniles and adults, designed with the rugged durability required of the environment typically found in a library setting. Publisher Library Editions are traditionally of the highest quality, usually fanned, sewn and glued to provide the greatest possible shelf life of any binding. These bindings are identified by the publisher to Baker & Taylor. An example of a publisher library edition would be: Curious George Visits the Library by Margaret Rey, ISBN: 9781599614199.

#### **VIII. University Press Trade Editions (A) (may include some spoken word audio materials)**

This category would include any University Press Trade Editions, both adult and juvenile, and are subject to publisher reclassification. An example of a university press trade edition would be: Alexander McQueen: Savage Beauty by Andrew Bolton, ISBN: 9780300169782.

#### **IX. Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (S, X, N, L, M, V, T, U, W, Letter O, 1, 4, 5, 6, 7, 8)**

Category of materials includes, but is not limited to, text, technical, reference, professional medical, small press, and some university press titles (excluding University Press Trade Editions). It includes titles purchased from publishers on a non-returnable basis, those publishers that extend little discount to Baker & Taylor, and publishers whose titles have limited sales volume based upon a semi-annual review. It includes individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Additionally, any publisher which is not in compliance with some of Baker & Taylor's purchasing requirements could be in this category. Materials in this category are both adult and juvenile, may be of any binding and may include some spoken word audio materials. Examples within this category would be: The Merck Index, ISBN: 9781849736701, Strategies That Work, ISBN: 9781571104816, Beauty and the East, ISBN: 9781566563871, Generals of the Bulge: Leadership in the U.S. Army's Greatest Battle, ISBN 9780811711999, and Floods, ISBN 9781624030031.

#### **X. Imported English and Non-English Language Editions (F, K, 3)**

Titles produced and distributed outside of the domestic US. These titles may be of any binding type and represent various publishers. An example would be El Angel Caído by Nalini Singh, ISBN 9788490625224.

#### **XI. Enhanced Service Program Titles (Y/Q)**

This category includes materials where Baker & Taylor receives no discount from the publisher, or prepayment is required by the publisher, or publishers which have restrictions on returns, or books of small or non-commercial publishers with limited sales volume based upon a semi-annual review. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will receive no discount and are subject to a service charge. An example within this category would be: Business Income Coverage Guide, ISBN: 9781941627532.

#### **XII. Spoken Word Audio (H)**

Materials designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles can be either fiction or current non-fiction. An example would be: The Complete Sherlock Holmes by Sir Arthur Conan Doyle, ISBN: 9781491542286.

#### **XIII. Board Books (I)**

Durable materials from widely distributed domestic publishers designed for young children; pages are manufactured of heavy gauge cardboard to prevent tearing. These editions typically feature few pages, simple themes and colorful illustrations or photographs. An example of a board book would be: Runaway Bunny by Margaret Wise Brown, ISBN: 9780061074295.

#### **XIV. Novelty Items/Activity Books (I)**

Specially packaged gift set or novelty item related to a book product or attached as an accessory to a book product. These items would include a book with toy, rag books, washable cloth books, books with accessories or kits, electronic sound books, sticker books, tracing books or coloring books. This category also includes any non-book merchandise such as model kits, hobby kits, flash cards or jigsaw puzzles. An example of an item in this category would be: Very Hungry Caterpillar Cookbook & Cookie Cutters Kit by Lara Starr, ISBN 9781452125227.

#### **XV. Special Programs (D and E as indicated in the Discount Terms and Conditions of Sale)**

Programs, formats, or editions offered only by Baker & Taylor or not included in any other category. These programs include but may not be limited to: Follett Bound and Turtleback editions. Examples of items in this category would be: Clifford's Valentines Day by Norman Bridwell, ISBN 9781435201736 (PawPrints prebound edition) and Junie B. Jones is Captain Field Day by Barbara Park, ISBN 9780613337670 (Turtleback prebound edition).



## 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](mailto: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.

ISBN	Title	Author	Format	Age	Retail Price
9781538764831	10 Things I Love About Living in America	Caroline Kennedy	Hardcover	Adult	\$26.99
9781250272614	The Awakening	Nora Roberts	Hardcover	Adult	\$28.99
9781501187186	Dark Tides	Philippa Gregory	Hardcover	Adult	\$28.00
9781524749361	How to Raise an Elephant	Alexander McCall Smith	Hardcover	Adult	\$26.95
9780593230954	Miss Benson's Beetle	Rachel Joyce	Hardcover	Adult	\$26.00
9781524761332	Ready Player Two	Ernest Cline	Hardcover	Adult	\$28.99
9780399179686	All That Glitters	Danielle Steel	Hardcover	Adult	\$28.99
9781250765208	The Lives of Saints	Leigh Bardugo	Hardcover	Young Adult	\$24.99
9780765387561	The Invisible Life of Addie Larue	Victoria Schwab	Hardcover	Adult	\$26.99
9781432880415	Shakeup	Stuart Woods	Hardcover	Adult	\$37.99



Publisher	Expected Quantity	Quota Value per unit	Quota Value in Quatity
Grand Central	5	1	5
St. Martin's	10	1	10
Atria	8	1	8
Random House	6	1	6
Dial	8	1	8
Ballantine	8	1	8
Delacorte	10	1	10
St. Martin's	5	1	5
Tor	20	1	20
Thorndike	5	2	10

# **EXHIBIT F**

## **PURCHASING FORMS**

*North Carolina*  
 STATE OF ~~GEORGIA~~  
 COUNTY OF ~~FULTON~~  
*Mecklenburg*

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
 AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with [insert name of prime contractor] Baker & Taylor, LLC on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Government at the time the subcontractor(s) is retained to perform such service.

349961

EEV/Basic Pilot Program\* User Identification Number

Lee Ann Queen

BY: Authorized Officer of Agent (Insert Contractor Name)

Director-Pricing Services

Title of Authorized Officer or Agent of Contractor

Lee Ann Queen

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 10th day of March, 2021.

Notary Public: Jennifer B. Rhyne

County: Gaston (North Carolina)

Jennifer B. Rhyne

Commission Expires: November 15, 2022

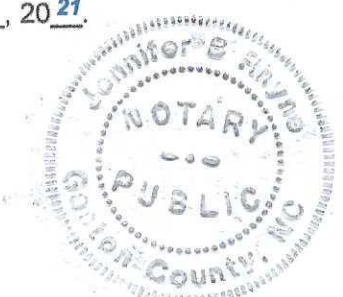
<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

#21RFP0210B-EC

Shelf-Ready Books for Adults, Teens and Children and Lease Books for Adults

Page 3



**FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR  
AFFIDAVIT**

**Instructions:**

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

*Not Applicable / No subcontractors will be utilized in service of this agreement.*

*Lead*

**STATE OF GEORGIA  
COUNTY OF FULTON**

**FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with [insert name of prime contractor] \_\_\_\_\_ behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

**Sworn to and subscribed before me,**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Seal)

Commission Expires: \_\_\_\_\_  
(Date)

<sup>3</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>4</sup>\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].



**Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

*Please see the following pages.*

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

*Please see the following pages.*

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

*Please see the following pages.*

**LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES

NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES

NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES

NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES

NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES

NO

*Please see notes on the following pages.*

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES

☒ NO

*Please see notes on the following pages.*

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES

☒ NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE:** If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]



**State of North Carolina**  
**County of Mecklenburg**

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 10th day of March, 20 21

Baker & Taylor, LLC 3-10-2021  
 (Legal Name of Proponent) (Date)

Lee Ann Queen 3-10-2021  
 (Signature of Authorized Representative) (Date)  
**Lee Ann Queen**

Director-Pricing Services  
 (Title)

Sworn to and subscribed before me,

This 10th day of March, 20 21

Jennifer B. Rhyne  
 (Notary Public) (Seal)  
**Jennifer B. Rhyne**

Commission Expires November 15, 2022  
 (Date)

**Jennifer B. Rhyne**  
**Notary Public**  
**State of North Carolina**  
**County of Gaston**

Form C  
Offeror's Disclosure Form and Questionnaire

Additional Information

1. **Baker & Taylor, LLC**      **Directors & Officers**

<i>Name</i>	<i>Title</i>
Todd Litzsinger	CEO
Timothy Henrichs	Treasurer
Mark Sproat	Secretary

Baker & Taylor, LLC is 100% owned by Baker & Taylor Holdings LLC

*Mailing Address for Above Officers:*

3 Westchester Corporate Center  
Westchester, IL 60154

**FEIN: 47-3179974**

2. Baker & Taylor is a leading full-line distributor of books and music products to library facilities. Our contacts and experience in the library marketplace have enabled us to establish the most comprehensive coverage of materials and range of services in the industry. We are the leading supplier of books and related cataloging and processing services in the US, with annual sales of more than 63 million books from over 75,000 publishers and imprints. The oldest book distributor in the United States, B&T has provided economical pricing and excellent services for over 190 years.

Baker & Taylor is a leader in the library market because of the wide range of products offered and because of the products and services developed during our decades of service. Our goal is to address library customers' particular needs, including:

- On-line ordering and order confirmation
- Automated or outsourced cataloging services
- Opening day collection preparation
- Continuing collection development and refinement
- Evaluation and acquisition of specialized and technical books
- Automatic receipt of pre-profiled book titles
- Preparing books for circulation

Baker & Taylor employs over 1,100 people in national and international locations. Our headquarter office is located in Charlotte, NC, with operations and distribution centers in Momence, Illinois and Commerce, Georgia.

3. There are no relationships as described.

**LITIGATION DISCLOSURE**

3. Dallas Public Library terminated a Music CD bid with Baker & Taylor in December of 2004. Subsequently, in December of 2004 Dallas Public Library awarded Baker & Taylor a contract to provide shelf ready materials for Opening Day Collections for three branches. In June of 2007, Baker & Taylor was awarded an additional Opening Day Collection contract for three branches. In the Fall of 2008, Baker & Taylor was awarded a contract to supply Bestseller Books to the Dallas Public Library.
4. There has been no litigation with any federal, state, local government or private entity within the last three years related to institutional customer contracts. Baker & Taylor does not have information about any litigation involving members of the Team.

Not Applicable / LAD

**FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

**NOTE: Please complete this form for the work your firm will perform on this project.**

Contractor's Name: *Baker & Taylor, LLC (Not Applicable)*

Performing work as: Prime Contractor \_\_\_\_\_ Subcontractor/Sub-Consultant \_\_\_\_\_

Professional License Type:

Professional License Number:

Expiration Date of License:

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:

Date:

**(ATTACH COPY OF LICENSE)**

*Not Applicable / LAD*

**STATE OF GEORGIA  
COUNTY OF FULTON**

**FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror \_\_\_\_\_ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

\_\_\_\_\_  
(BUSINESS NAME)

\_\_\_\_\_  
(FULTON COUNTY BUSINESS ADDRESS)

\_\_\_\_\_  
(OFFICIAL TITLE OF AFFIANT)

\_\_\_\_\_  
(NAME OF AFFIANT)

\_\_\_\_\_  
(SIGNATURE OF AFFIANT)

**Sworn to and subscribed before me,**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Seal)

Commission Expires: \_\_\_\_\_  
(Date)

STATE OF GEORGIA  
COUNTY OF FULTON

*Not Applicable / LAD*

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF  
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror \_\_\_\_\_ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

\_\_\_\_\_  
(BUSINESS NAME)

\_\_\_\_\_  
(FULTON COUNTY BUSINESS ADDRESS)

\_\_\_\_\_  
(OFFICIAL TITLE OF AFFIANT)

\_\_\_\_\_  
(NAME OF AFFIANT)

\_\_\_\_\_  
(SIGNATURE OF AFFIANT)

**Sworn to and subscribed before me,**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Seal)

Commission Expires: \_\_\_\_\_  
(Date)

## **EXHIBIT G**

# **OFFICE OF CONTRACT COMPLIANCE FORMS**



**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

"Know all persons by these presents, that I/We ( Lee Ann Queen ),  
Name

Director-Pricing Services

Baker & Taylor, LLC

Title

Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Lee Ann Queen

TITLE: Director-Pricing Services

SIGNATURE: Lee Ann Queen

ADDRESS: 2810 Coliseum Centre Drive Ste 300

Charlotte, NC 28217

PHONE NUMBER: 800-775-7930

EMAIL: bids@baker-taylor.com



Not Applicable

/s/

**EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be completed and submitted with the bid/proposal**. All prime bidders/proposers **must** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name Baker & Taylor, LLC

ITB/RFP Name & Number: RFP #21RFP0210B-EC Shelf-Ready Books for Adults, Teens and

Children and Lease Books for Adults

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is **NOT** ☒ is ☐ a minority or female owned and controlled business enterprise. ☐ African American (AABE); ☐ Asian American (ABE); ☐ Hispanic American (HBE); ☐ Native American (NABE); ☐ White Female American (WFBE); **\*\*If yes, please attach copy of recent certification. (Check the appropriate box/es)**

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information: Not Applicable

<u>Business Name</u>		<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)		(c.)	
% of JV		% of JV		% of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: No subcontractors will be utilized in service of this agreement.

ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

SUBCONTRACTOR NAME: Not Applicable  
 ADDRESS: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_  
 ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
 WORK TO BE PERFORMED: \_\_\_\_\_  
 DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

SUBCONTRACTOR NAME: Not Applicable  
 ADDRESS: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_  
 ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
 WORK TO BE PERFORMED: \_\_\_\_\_  
 DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

SUBCONTRACTOR NAME: Not Applicable  
 ADDRESS: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_  
 ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
 WORK TO BE PERFORMED: \_\_\_\_\_  
 DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

SUBCONTRACTOR NAME: Not Applicable  
 ADDRESS: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_  
 ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
 WORK TO BE PERFORMED: \_\_\_\_\_  
 DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.

Total Dollar Value of Subcontractor Agreements: (\$) N/A

**Total Percentage of Subcontractor Value: (%)****0**

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: Lee Ann Queen Title: Director-Pricing Services  
Lee Ann Queen

Business or Corporate Name: Baker & Taylor, LLC

Address: 2810 Coliseum Centre Drive Ste. 300  
Charlotte, NC 28217

Telephone: ( 800 ) 775-7930, ext. 3245

Fax Number: ( 704 ) 998-3260

Email Address: bids@baker-taylor.com





## Equal Business Opportunity Plan

Due to the nature of the Library's specifications and the processes required to achieve the finished work product, please be advised that all work requested will be performed by existing Baker & Taylor employees. While Baker & Taylor fully supports the principles of the EBO program for Fulton County, no subcontracting will be required and no additional job creation is anticipated. Should the associated work processes change, we will be pleased to review requirements for any new opportunities.

Please see the following page for information regarding our Equal Employment Opportunity Policy.

A handwritten signature in blue ink that reads "Lee Ann Queen" followed by a horizontal line.

Lee Ann Queen  
Director-Pricing Services  
Baker & Taylor, LLC



# 1.02B Equal Employment Opportunity and Affirmative Action Policy (FSS and Baker & Taylor)

## **1.02B Equal Employment Opportunity and Affirmative Action Policy**

**Policy ID: CORP-HR-01-POL-10110**

**Effective: 5 Oct 2018**

**Last Update: 5 Oct 2018**

### **Policy Purpose**

The Company is committed to equal opportunity and affirmative action. Follett is committed maintaining a workplace that is free from discrimination or harassment of any kind.

### **Policy Scope**

Follett School Solutions and Baker & Taylor

### **Policy Statement**

The Company policy is to provide employment opportunities to all individuals, including job applicants and team members in a non-discriminatory manner. The Company strictly prohibits discrimination in employment based on any protected class, including but not limited to, race, color, gender, gender identity, religion, creed, national origin, nationality, ancestry, age, present or past history of mental or physical disability, perceived mental or physical disability, genetic information, marital status, familial status, sex, pregnancy, affectional or sexual orientation, domestic partnership or civil union status, atypical hereditary cellular or blood trait, AIDS and HIV status, veteran status (including disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran), obligation to serve in the Armed Forces of United States or any other protected characteristic. This policy means that all employment actions and practices including selection, hiring, promotion, training, compensation, benefits, transfer, termination, layoff, tuition reimbursement, Company sponsored social activities and corrective action will be made without regard to a person's protected status.

The Company expects every team member to be aware of and abide by this policy. Any team member who does not comply with this policy is subject to appropriate corrective action up to and including discharge.

### **Request for Reasonable Accommodation**

In addition, if you believe that you are an individual with a disability, pregnancy-related condition, or a sincere-held religious belief as those terms are defined under federal and state law, and you want to request a workplace accommodation, please follow the accommodation request process or speak with your manager or HR Business Partner to obtain appropriate form. If you are an applicant and believe you need an accommodation during application/hiring process, please contact us by phone at 844-324-4748 (HR4U).

### **Complaint Procedure**

Team members who have concerns about Equal Employment Opportunities or who believe they are being discriminated against a protected characteristic should immediately speak to his/her supervisor or manager. If a team member is not comfortable speaking to his/her supervisor or manager, or the concern relates to his/her supervisor or manager, he/she should speak to any other management personnel. Team members and applicants are also encouraged to report any concerns to HR Service Center at 844-324-4748 or our Ethics and Compliance hotline at (800-243-9930) or [follett.ethicspoint.com](https://follett.ethicspoint.com). Any team member with managerial or supervisory authority is required to promptly report incidents to their HR Business Partners or the Ethics and Compliance hotline at (800-243-9930) or [follett.ethicspoint.com](https://follett.ethicspoint.com).

The Company will promptly review and investigate all complaints alleging discrimination and will take prompt and remedial measures where warranted. Management employees will be expected to implement remedial measures on behalf of the Company.

The Company prohibits any form of retaliation because team members or applicants have raised a good faith concern, filed a complaint or assisted in a review, investigation or hearing related to equal employment opportunities or discrimination. Good faith does not mean that you have to be right when reporting a concern, but means that you provided information regarding a question or concern that you reasonably believe to be truthful and complete.

Nothing in this policy infringes on a team member's right or ability to file a charge or claim of discrimination with the U.S. Equal Employment Opportunity Commission ("EEOC") or comparable state or local agencies. These agencies have the authority to carry out their statutory duties by investigating the charge, issuing a determination, filing a lawsuit in Federal or state court in their own name, or taking any other action authorized under these statutes. Employees retain the right to participate in any such action and to recover any appropriate relief in any such action. Employees retain the right to communicate with the EEOC and comparable state or local agencies and such communication can be initiated by the employee or in response to the government and is not limited by any non-disparagement obligation under this policy.

Follett maintains Affirmative Action Plans for minorities and female, individuals with Disability, and Protected Veterans. In compliance with applicable federal regulations the current Affirmative Action Plan pertaining to

individual with Disability and all protected Veterans is available for review by all team members and applicants for employment. If you would like to review the plan, please contact Follett's Compliance Manager at 708-884-3585 Ext. 43585.

If you wish to self-identify as an individual with disability or a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran or Armed Forced service medal veteran for the purpose of Affirmative Action Program, please login to myHR through ESS and update your personal information to reflect the change you are wanting to make. All information collected will be kept confidential and is being requested to comply with federal record keeping requirements. This information or the refusal to supply it will not subject to retaliation or reprisal and will not be used to make any employment decision.

## Attachments

## **EXHIBIT H**

# **INSURANCE AND RISK MANAGEMENT FORMS**



## **Insurance and Risk Management Provisions Electronic Library**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader coverages and/or higher limits that the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- X, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

### **Accordingly the Respondent shall provide a certificate evidencing the following:**

#### **1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

#### **2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)General Aggregate		\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

Jan 2021

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Bodily Injury &amp; Property Damage</b>	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		

<b>4. UMBRELLA LIABILITY</b>	Each Occurrence	\$1,000,000
(In excess of above noted coverages)		

<b>5. CYBER LIABILITY</b>	Per Claim/Aggregate	\$1,000,000/\$1,000,000
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Policy shall include coverage for losses arising from the breach of information, security, and privacy and intentional/unintentional release of private information. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. In the event of a breach, Contractor/Vendor must notify Fulton County Government within 30 days of notification

**Certificates of Insurance**

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

This insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

Jan 2021



**Important:**

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

**USE OF PREMISES**

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where Applicable).

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

**PROTECTION OF PROPERTY**

Jan 2021

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where Applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Baker & Taylor, LLC SIGNATURE: Lee Ann Queen

NAME: Lee Ann Queen TITLE: Director-Pricing Services

DATE: March 10, 2021

Jan 2021



# CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)  
06/24/2021

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="803 472 1388 514">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1388 472 1520 514">NAIC #</th> </tr> <tr> <td data-bbox="803 514 1388 546">INSURER A: Hartford Fire Insurance Co.</td> <td data-bbox="1388 514 1520 546">19682</td> </tr> <tr> <td data-bbox="803 546 1388 577">INSURER B: Hartford Accident &amp; Indemnity Company</td> <td data-bbox="1388 546 1520 577">22357</td> </tr> <tr> <td data-bbox="803 577 1388 609">INSURER C: Twin City Fire Insurance Company</td> <td data-bbox="1388 577 1520 609">29459</td> </tr> <tr> <td data-bbox="803 609 1388 640">INSURER D: ACE Property &amp; Casualty Insurance Co.</td> <td data-bbox="1388 609 1520 640">20699</td> </tr> <tr> <td data-bbox="803 640 1388 672">INSURER E: Lloyd's Syndicate No. 2623</td> <td data-bbox="1388 640 1520 672">AA1128623</td> </tr> <tr> <td data-bbox="803 672 1388 688">INSURER F:</td> <td data-bbox="1388 672 1520 688"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Co.	19682	INSURER B: Hartford Accident & Indemnity Company	22357	INSURER C: Twin City Fire Insurance Company	29459	INSURER D: ACE Property & Casualty Insurance Co.	20699	INSURER E: Lloyd's Syndicate No. 2623	AA1128623	INSURER F:	
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INSURER F:															
<b>INSURED</b> Baker & Taylor LLC 2810 Coliseum Centre Drive Ste. 300 Charlotte NC 28217 USA															

**COVERAGES**
**CERTIFICATE NUMBER:** 570088039980

**REVISION NUMBER:**

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


Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded. \$50,000 <input checked="" type="checkbox"/> Gen Agg Cap Limit \$25M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	83CSES26402	04/01/2021	04/01/2022	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$4,000,000</td></tr> </table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$4,000,000	PRODUCTS - COMP/OP AGG	\$4,000,000
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GENERAL AGGREGATE	\$4,000,000																		
PRODUCTS - COMP/OP AGG	\$4,000,000																		
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	83 CSE S26403	04/01/2021	04/01/2022	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$2,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
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BODILY INJURY (Per person)																			
BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	XEUG2796736A006	04/01/2021	04/01/2022	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$1,000,000</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	AGGREGATE	\$1,000,000								
EACH OCCURRENCE	\$1,000,000																		
AGGREGATE	\$1,000,000																		
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	Y	83WNS26400	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER												
C	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	AOS 83WBS26401 WI	04/01/2021	04/01/2022	<table border="1"> <tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE-EA EMPLOYEE</td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE-POLICY LIMIT</td><td>\$1,000,000</td></tr> </table>	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE-EA EMPLOYEE	\$1,000,000	E.L. DISEASE-POLICY LIMIT	\$1,000,000						
E.L. EACH ACCIDENT	\$1,000,000																		
E.L. DISEASE-EA EMPLOYEE	\$1,000,000																		
E.L. DISEASE-POLICY LIMIT	\$1,000,000																		
E	<b>Cyber Liability</b>	Y		W1AA17210601 SIR applies per policy terms & conditions	04/01/2021	04/01/2022	<table border="1"> <tr><td>Each Claim</td><td>\$1,000,000</td></tr> </table>	Each Claim	\$1,000,000										
Each Claim	\$1,000,000																		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Fulton County Government, its officials, officers and employees are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Cyber Liability policies. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and workers' compensation policies.

**CERTIFICATE HOLDER**
**CANCELLATION**

Fulton County Government Purchasing and Contract Compliance Dept. 130 Peachtree Street SW, Suite 1168 Atlanta GA 30303-3459 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

Holder Identifier :

Certificate No : 570088039980

Control Number : K200477

# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

#### **BAKER & TAYLOR, LLC**

a Foreign Limited Liability Company

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 20408982  
Date Inc/Auth/Filed: 01/23/1992  
Jurisdiction : Delaware  
Print Date : 03/06/2021  
Form Number : 211



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State