



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

June 13, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Contract with Baker & Taylor, LLC for Book and Digital Media Purchasing and Processing Services. Total contract value is \$795,000 through June 30, 2027. Funding through Oak Lodge and Gladstone Library District distributions. No County General Funds are involved.

Previous Board Action/Review	Request for Consent: June 11, 2024		
Performance Clackamas	1. Build Public Trust through Good Government. 2. Ensure Safe, Healthy and Secure Communities		
Counsel Review	Yes, ARN	Procurement Review	Yes
Contact Person	Mitzi Olson	Contact Phone	503-655-8570

EXECUTIVE SUMMARY: The Department of Transportation and Development’s Gladstone and Oak Lodge Libraries seek to enter into a contract with Baker & Taylor, LLC to take advantage of a pricing agreement for the purchase of library materials (print and audio-visual) at specified discounts, as well as specified rates for library material processing services.

Baker & Taylor has systems in place to ensure new materials for the libraries can be handled in a way that continues to maximize efficiencies between the two libraries. Materials come to the libraries prepared to fully incorporate into the Integrated Library System used by both libraries, Library Support Services and all other libraries in Clackamas County.

It would be an inefficient use of existing systems, and unfeasible for staff to make the necessary customizations and configuration changes necessary to accommodate the complex needs of the Oak Lodge and Gladstone libraries utilizing an alternate vendor.

PROCUREMENT PROCESS: LCRB C-047-0288 Class Special Procurements; by Rule (4) Copyrighted Materials. The Contracting Agency may purchase copyrighted materials without obtaining competitive Bids or Proposals, and regardless of dollar value, if there is only one known supplier available for such goods.

For Filing Use Only

Examples of copyrighted materials covered by this exemption may include, but are not limited to, new books, periodicals, curriculum materials, reference materials, audio and visual media, and non-mass-marketed software from a particular publisher or its designated distributor.

RECOMMENDATION: Staff respectfully recommends that the Board approves and signs the contract with Baker & Taylor, LLC for Oak Lodge and Gladstone Library material and processing services.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation and Development



**CLACKAMAS COUNTY
GOODS AND SERVICES CONTRACT
Contract #9579**

This Goods and Services Contract (this “Contract”) is entered into between Baker & Taylor, LLC. (“Contractor”), and Clackamas County, a political subdivisions of the State of Oregon (“County”), on behalf of its Department of Transportation, County Libraries Division, for the purposes of providing books and digital media purchasing and processing services.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2027**, or until completion of all obligations provided herein, whichever is later.
- 2. Scope of Work.** The Contractor shall provide the goods and services identified in Exhibit A (the “Work”), attached hereto and incorporated by reference herein. Work shall be performed in accordance with a schedule approved by the County.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Seven hundred ninety-five thousand dollars (\$795,000.00)**, for performing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor within thirty (30) days following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

Invoices shall reference the above Contract Number and be submitted to: molson@clackamas.us

- 5. Travel Expense Reimbursement.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 6. Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, and Exhibit A.

7. Contractor and County Contacts.

Contractor Administrator: Amy Whaley Phone: 704-998-3206 Email: Amy.Whaley@baker-taylor.com	County Administrator: Mitzi Olson Phone: 503-655-8570 Email: molson@clackamas.us
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ARTICLE II.

- 1. Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. Availability of Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 6. Hazard Communication.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.

7. Responsibility for Damages; Indemnity. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

8. Independent Contractor Status. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

9. Insurance. Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input type="checkbox"/> Required – Professional Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policies shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. Limitation of Liabilities. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 14 or Section 21, neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

11. Notices. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. RESERVED

13. Representations of Warranties. Contractor represents and warrants the following:

- A. Contractor has the power and authority to enter into and perform this Contract;
- B. This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- C. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
- D. Contractor is an independent contractor as defined in ORS 670.600.

If providing goods, all goods provided by Contractor under this Contract shall meet all standards and specifications set forth in Exhibit A, that the goods shall be merchantable, and shall be fit for County's intended use, described in Exhibit A. As necessary, the County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this warranty. Failure of Contractor to promptly correct problems pursuant to this warranty shall be deemed a material breach of this Contract.

- E. If providing services, the services provided by Contractor under this Contract will be performed in a workmanlike manner and in accordance with the highest professional standards.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

14. Delivery and Inspections.

- A. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.
- B. Goods furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County in its sole discretion. If the County finds the goods furnished to be incomplete or not in compliance with the Contract, the County, in its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to the County at a reduced price. If Contractor is unable or refuses to

cure any defects within a time deemed reasonable by the County, the County may reject the goods, terminate the Contract, and pursue any and all rights and remedies available to County at law, in equity, or under this Contract. Nothing in this paragraph shall in any way affect or limit the County's rights as a buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

- 15. Survival** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 5, 6, 7, 10, 12, 13, 15, 16, 17, 18, 21, 22, 23, 27, and 31, and all other terms and conditions which by their context are intended to survive termination of this Contract.
- 16. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. Subcontractors and Assignments.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Article II, Sections 1, 7, 8, 13, 22, and 31, as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. Tax Compliance and Certifications.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 20. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 21. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it at law, in equity, or under this Contract including, but not limited to, any remedy available under ORS Chapter 72. If this Contract is terminated for any other reason,

Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

22. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
23. **No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
24. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
25. **Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
26. **Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
27. **Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
28. **Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
 - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

28. RESERVED

29. RESERVED

Exhibit A
Vendor Quote



April 12, 2024

Ms. Mitzi Olson
Library Manager
Oak Lodge and Gladstone Libraries
Clackamas County Department of Transportation and Development
16201 SE McLoughlin Blvd.
Oak Grove, OR 97267

RE: Discount Terms and Conditions of Sale – Oak Lodge and Gladstone Libraries – Clackamas County

Dear Ms. Olson:

Thank you for allowing Baker & Taylor the opportunity to provide a proposal outlining the terms offered to the Oak Lodge and Gladstone Libraries, Clackamas County. Our proposal, which includes additional details regarding our services, follows this letter. This pricing agreement is contingent upon mutual approval of all services and pricing by both the library and Baker & Taylor, LLC. Pricing provided in this agreement is subject to annual review by Baker & Taylor and discounts and/or prices may be updated by Baker & Taylor with 30-day notice to the Library.

This agreement is in effect July 1, 2024 through June 30, 2027.

Should you have any questions regarding this proposal, please do not hesitate to contact me at 800-775-7930 ext. 3206. I will be happy to assist you in any way possible.

Thank you again for this opportunity.

Sincerely,

A handwritten signature in cursive script that reads "Amy Whaley".

Baker & Taylor, LLC
2810 Coliseum Centre Dr., Suite 300
Charlotte, NC 28217
800-775-7930 ext. 3206
amy.whaley@baker-taylor.com

Terms and Conditions of Sale

Please see the following Attachments, outlining discount and service terms:

Attachment A Discount Terms and Conditions of Sale

Attachment B Material Category Definitions

Attachment C Enhanced Services Program

Attachment D Returns Policy

Ordering

Orders may be placed by mail, toll free telephone, toll free fax, or electronically via our websites or the ordering library's ILS.

Book / Spoken Word

Baker & Taylor Ordering Department
Commerce Service Center
3584 Old Maysville Road
Commerce, GA 30529

Toll Free Telephone: 800-775-1100
Toll Free Fax: 800-775-7480
Website: <https://ts360.baker-taylor.com/>

Audio Visual Materials

Baker & Taylor Ordering Department
Commerce Service Center
3584 Old Maysville Road
Commerce, GA 30529

Toll Free Telephone: 800-775-2600
Toll Free Fax: 888-285-8922
Website: <https://ts360.baker-taylor.com/>

Shipping

Orders will be delivered FOB Destination, with Free Shipping from your primary service center.

Staff accounts (for personal use) are available; orders for these accounts will be taxed appropriately and will be invoiced for any shipping costs.

Invoicing

Invoices are generated with each shipment and will be sent directly to the ordering Library or billing entity as designated. Payment terms are net 30 days from the date of invoice.

Returns

Baker & Taylor will accept the authorized return of items that are damaged, defective (i.e. publisher's defects), or incorrectly shipped. The enclosed Baker & Taylor Returns Policy (Attachment D) provides detailed information on credits and returns.

Customer Service/ Online Support

Your Customer Service representative is available to assist with any questions or special requirements. Contact information is listed below.

Book or Spoken Word Audio Material

Criona Coyle
800-775-1200, ext. 2764
Criona.coyle@baker-taylor.com

Audiovisual Material

Dan Metro or Julie Dyson
800-775-2600
avinfo@baker-taylor.com

You may view the status of any order, at any time, online, via our Online Customer Support website.

Online Customer Support (OCS) is available to Libraries via our website at <http://www.baker-taylor.com>. OCS is Baker & Taylor's free web-based account management system. OCS's sophisticated search options include the ability to query orders by Purchase Order Number, B&T Number, ISBN, and Order Date Range. You can also view detailed information, including order and account status, warehouse location, quantities and prices, and shipping details.

PRICING PROPOSAL

Baker & Taylor techXpress Cataloging and Processing Prices For Print and Spoken Word Audio Materials

Cataloging and Processing Option	Price Per Unit
Poly Laminate for Paperback Books (7 mil)	\$2.05/unit
Plastic Laminate for Paperback Books (10 mil)	\$2.15/unit
Mylar Jacket (loose)	\$0.99/unit
Mylar Jacket (glued)	\$0.99/unit
Mylar Jacket (taped)	\$1.19/unit
B&T Barcode Label	\$0.32/label
Customer Supplied Barcode Label	\$0.39/label
Date Due Slip	\$0.32/unit
Book Pocket with Pocket Card	\$0.51/unit
Ownership Label	\$0.32/label
Large Custom Label	\$0.32/label
MARC Record	\$0.55/unit
Spine Label	\$0.32/label
Custom Spine Label	\$0.45/label
Label Protectors	\$0.19/unit
Customer Supplied Label	\$0.39/label
3M or Checkpoint Theft Detection	\$0.72/unit
B&T Universal RFID (tag only)	\$0.29/unit
B&T Universal RFID (supplied & applied)	\$0.55/unit
B&T Universal RFID (supplied, applied, & linked)	\$0.95/unit

**Baker & Taylor techXpress Cataloging and Processing Prices
For Print and Spoken Word Audio Materials**

Customer Supplied RFID (applied only)	\$0.55/unit
Customer Supplied RFID (applied & linked)	\$0.95/unit
Spine Tape	\$1.09/unit
Spoken Word Audio Base Fee – Unwrap and Remove Seals	\$.70/unit
Spoken Word Audio Base Fee – DMP, Unwrap and Remove Seals, up to 4 Embedded labels (fixed data labels -additional variable labels = \$0.30/label Due to manufacturer restrictions, not available for Blackstone Audio product.	\$1.59/unit
Spoken Word Audio Case – standard case	\$3.99/unit
Spoken Word Audio Case – upgraded case	\$4.99/unit
Spoken Word Audio Case – Eco-pro	\$5.55/unit
Hub Labels (on one disc)	\$.30/unit
Hub Labels (all discs)	\$1.69/unit
Stingray Theft Detection (on one disc)	\$1.00/unit
Stingray Theft Detection (all discs)	\$4.20/unit

Baker & Taylor
Discount Terms and Conditions of Sale (Firm Order Print Book)

Baker & Taylor is pleased to offer the discount terms and conditions contained in this Attachment A. The pricing grid below provides discounts for each product category offered by Baker & Taylor, as further explained in ENDNOTES (a) through (f) below.

Product Category	Category Definition (a), (f)	Price Indicator (f)	Discount (f)	
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction, and may include some spoken word audio; see also Product Category IX for exceptions)	01 - (zero one) (Adult Hardcover Trade Editions) C - (Hardcover Computer Books)	01 = 45.0 % C = 45.0 %	
II.	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction; see also Product Category IX for exceptions)	J1	J1 = 45.0 %	
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction; see also Product Category IX for exceptions)	B - (Paperback Trade Editions) C - (Paperback Computer Books)	B = 40.0 % C = 40.0 %	
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction; see also Product Category IX for exceptions)	G	G = 40.0 %	
V.	Mass Market Paperback Editions; see also Product Category IX for exceptions	P	P = 40.0 %	
VI.	Single Edition Reinforced (Juvenile; see also Product Category IX for exceptions)	R	R = 20.0 %	
VII.	Publisher's Library Edition (Juvenile; see also Product Category IX for exceptions)	Z	Z = 20.0 %	
VIII.	University Press Trade Editions (may be of any product category or binding type and include some spoken word audio; see also Product Category IX for exceptions)	A	A = 10.0 %	
IX.	Text, Technical, Reference, Professional Medical, Small Press, some University Press titles (excluding University Press Trade Editions); publishers whose titles have limited sales volume; Titles of Limited Demand (may be of any product category or binding type or publisher of origin and may include some spoken word audio); certain Adult Trade Hardcover Editions and Juvenile Trade Hardcover Editions	S/X/N - (Text, Technical, or Reference Editions) L - (Hardcover Editions from Small Press, publishers whose titles have limited sales volume, and Hardcover Titles of Limited Demand—primarily Adult) 7 - (Hardcover Titles of Limited Demand—primarily Juvenile) M - (Paperback Editions from Small Press, publishers whose titles have limited sales volume, 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) 02 (zero 2) - Adult Trade Hardcover Editions having below average publisher list price titles in Category I J2 - Juvenile Trade Hardcover Editions having below average publisher list price titles in Category II	S = 5.0 % X = 5.0 % N = 0.0 %(b) L = 5.0 % (c)(d) 7 = 20.0 % (d) M = 5.0 % (c)(d) 1 = 20.0 % (d) T = 0.0 % U = 0.0 % V = 0.0 % W = 0.0 %	4 = 5.0% Letter O = 5.0 % 5 = 0.0 % 6 = 0.0 % 8 = 00 % 02 = 5.0 % J2 = 5.0 %
X.	Imported English and Non-English Language Editions; see also Product Category IX for exceptions	F/K/3	F = 0.0 % K = 0.0 % 3 = 0.0 %	
XI.	Enhanced Service Program	Y / Q	Y = 0.0 % /unit (e) Q = 0.0 % /unit (e)	

XII.	Spoken Word Audio; see also Product Category IX for exceptions	H	H = 45.0 %
XIII.	Board Books; see also Product Category IX for exceptions	I	I = 20.0 %
XIV.	Novelty Items/Activity Books; see also Product Category IX for exceptions	I	I = 20.0 %
XV.	Special Programs, such as: - PawPrints Editions - Turtleback Editions	D E	D = 0.0 % E = 0.0 %

ENDNOTES

- (a) Please see Attachment B for full category definitions, which are attached hereto and incorporated herein by reference. Materials produced for print-on-demand services may fall into any category.
- (b) Titles which receive minimal publisher discount will be invoiced at the publisher's list price, unless otherwise indicated.
- (c) Represents publishers with limited sales volume, based upon a semi-annual review. These titles may be of any product category or 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 product category or 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.
- (f) Please note the following:
- Except where otherwise noted, book discounts are applied to current publisher's list price at the time of shipment. Publisher's list price is subject to change without notice.
 - 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, average publisher's list price, and the size or type of publisher, as well as factors related to relationships with publishers such as shipping terms, payment terms, publisher's discount, returnability to publishers and other factors.
 - Product categories, category definitions and price indicators are subject to change at Baker & Taylor's sole discretion, without notice, based upon the above-described factors for categorizing titles.
 - For domestic titles where no publisher list price is assigned by the publisher, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
 - For imported titles where no publisher list price is assigned by the publisher for the U.S. market, Baker & Taylor will assign such titles a U.S. dollar price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
 - For PawPrints editions, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
 - Titles of limited demand or from small or specialty publishers generally are included in Product Category IX or Product Category XI. Titles of limited demand may be of any product category or binding type or publisher of origin and include some spoken word audio.
 - The discount terms and conditions in this Attachment A do not apply to Baker & Taylor's Continuation Services or Approval Programs.
 - Except where otherwise noted, Baker & Taylor provides an invoice that identifies the publisher's current list price at the time of shipment, the discount offered, and the exact price charged for each title ordered.
 - Price Indicators and estimated sales price by title are displayed in Baker & Taylor's online ordering system, Title Source 360.

Baker & Taylor
Discount Terms and Conditions of Sale (AUDIO VISUAL MATERIAL)
Oak Lodge – Gladstone Libraries
Clackamas County

Please refer to the following Terms and Conditions of Sale for the discounts offered to the Oak Lodge and Gladstone Libraries – Clackamas County for **Audio Visual Material**.

Media Type	Price Range	Discount off Current Producer's List Price
DVD/Blu-Ray	Any Price	30.2%*

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

NOTE REGARDING DISNEY/BUENA VISTA HOME ENTERTAINMENT TITLES

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

Baker & Taylor Processing For Audiovisual Materials

DVD PROCESSING SERVICES..... \$5.61/UNIT*

INCLUDES:

1. REPACKAGE ITEMS INTO STURDY CASE (IF APPLICABLE)
2. DIGITAL MEDIA PROCESSING TO INCLUDE: SHRINK WRAP REMOVAL, BARCODE, 14 DAY LOAN LABEL, OWNERSHIP LABEL, DATE LABEL, SPINE LABEL, DISCLAIMER LABEL
3. LINK AND AFFIX RFID TAG
4. LINK AND AFFIX STINGRAY THEFT
5. HUB LABEL
6. RATING LABEL
7. LUCKY DAY LABEL, AS NEEDED

BLU-RAY PROCESSING SERVICES..... \$5.76/UNIT*

INCLUDES:

1. REPACKAGE ITEMS INTO STURDY CASE (IF APPLICABLE)
2. DIGITAL MEDIA PROCESSING TO INCLUDE: SHRINK WRAP REMOVAL, BARCODE, 14 DAY LOAN LABEL, OWNERSHIP LABEL, DATE LABEL, SPINE LABEL, DISCLAIMER LABEL
3. LINK AND AFFIX RFID TAG
4. LINK AND AFFIX STINGRAY THEFT
5. HUB LABEL
6. RATING LABEL
7. LUCKY DAY LABEL, AS NEEDED

Category Definitions

(Please see Attachment A for discount terms and conditions of sale, discount pricing grid and Price Indicators.)

- I. **Adult Trade Hardcover Editions (Price Indicators O1, C)**
High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal, and may include some spoken word audio materials and computer books. 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 major warehouses). See also Product Category IX for exceptions.
- II. **Juvenile Trade Hardcover Editions (Price Indicator J1)**
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 major warehouses). See also Product Category IX for exceptions.
- III. **Adult Quality Paperback Editions (Price Indicators 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, and may include some computer books. Inventory is maintained with preferred stock status (regularly stocked in major warehouses). See also Product Category IX for exceptions.
- IV. **Juvenile Quality Paperback Editions (Price Indicator 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 major warehouses). See also Product Category IX for exceptions.
- V. **Mass Market Paperback Editions (Price Indicator P)**
A standard rack size paperback typically found in bookstores or other retail outlets. See also Product Category IX for exceptions.
- VI. **Single Edition Reinforced (Price Indicator 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. See also Product Category IX for exceptions.
- VII. **Publisher Library Editions (Price Indicator 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. See also Product Category IX for exceptions.
- VIII. **University Press Trade Editions (Price Indicator A)**
This category would include any University Press Trade Editions, both adult and juvenile, may be of any category product or binding type, and may include some spoken word audio materials, and are subject to publisher reclassification. See also Product Category IX for exceptions.
- IX. **Text, Technical, Reference, Small Press, Titles of Limited Demand, and certain Adult Trade and Juvenile Trade Hardcover Editions (Price Indicators S, X, N, L, M, V, T, U, W, Letter O, 1, 4, 5, 6, 7, 8, 02 (zero 2), J2)**
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 might otherwise fall under different category definitions but are in this category as Titles of Limited Demand because they either do not qualify for preferred stock status (based upon a quarterly review) or do 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 product category or binding type or publisher of origin and may include some spoken word audio materials. It includes Adult Hardcover Trade Editions having below average publisher list price titles in Category I, and Juvenile Trade Hardcover Editions having below average publisher list price titles in Category II.
- X. **Imported English and Non-English Language Editions (Price Indicators F,K,3)**
Titles produced and distributed outside of the domestic US. These titles may be of any category product or binding type and represent various publishers. See also Product Category IX for exceptions.
- XI. **Enhanced Service Program Titles (Price Indicators 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 product category or binding type. These titles will receive no discount and are subject to a service charge. Enhanced Service Program Titles may carry different discounts, as shown by Price Indicators Y, Q in Attachment A.
- XII. **Spoken Word Audio (Price Indicator 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. See also Product Category IX for exceptions.
- XIII. **Board Books (Price Indicator 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. See also Product Category IX for exceptions.
- XIV. **Novelty Items/Activity Books (Price Indicator 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. See also Product Category IX for exceptions.
- XV. **Special Programs (Price Indicators D, E)**
Programs, formats, or editions offered only by Baker & Taylor or not included in any other category. These programs include but may not be limited to PawPrints and Turtleback editions.

ENHANCED SERVICES PROGRAM

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 66,000 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.

For libraries concerned about purchasing these types of titles, B&T's Title Source 360™ can assist the librarian in researching a particular item's category and format. Surcharge titles will appear with a Y or Q in the discount code field. Additionally, you may contact your Customer Service representative or Information Services via phone, fax, or email (btinfo@baker-taylor.com) to determine surcharge titles before placing an order.

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



RETURNS POLICY

INSTITUTIONAL RETURNS

(Revised July 2015)

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

How to Obtain Return Authorization

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

1. When calling for return authorization, please have the following information available:
 - A. Return Authorization Form
 - B. Your account number and ATS# from the shipment's packing list (located mid-page under the Return Authorization Form explanation)
 - C. Reason for the claim/return
 - D. Action being requested -
 1. Replacement of product
 2. Credit to your account; no replacement product necessary

2. Your Customer Service Representative will assign your return an authorization number (RTA#). To expedite the process, please clearly mark the RTA# on the Return Authorization Form and on the outside of the carton in the upper right corner from the shipping label.

3. Make your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.

4. ***Products incorrectly shipped by Baker & Taylor may be returned with authorization within 45 days of the product's date of invoice.*** Product(s) meeting the definition of Publisher defective may be returned with prior authorization within six months of the product's date of invoice. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable.

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

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

INTERNATIONAL CUSTOMERS ONLY: For information on making returns of damaged, defective, or incorrect products, please contact your local International Sales Office or our International Customer Service Department (internationallibrarycustomerservice@baker-taylor.com). You may also refer to the website <http://www.baker-taylor.com/international-libraries-details.cfm>.

All returns should be sent to:
Baker & Taylor Returns Center
 Department R
 251 Mt. Olive Church Road
 Commerce, GA 30599

AV RETURNS

Library & Education Account Audio/Video Product Returns Policy (Revised June 2016)

The following guidelines are required to ensure the prompt handling of your Audio / Video (AV) returns; Music CD, DVD, Blu-ray and 4k disc product. Note; Vinyl product is not returnable, per manufacturer's policies, and is a "one way" sale. All Music CD, DVD, Blu ray and 4K disc AV product returns (**excluding DVD/BD lease return product - please contact AV Customer Service for separate return procedures for your DVD/BD Lease program product**) require prior return authorization from an AV Customer Service Representative. **Please contact your AV Customer Service Rep at 800-775-1200.**

How to Obtain Return Authorization

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

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

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

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

All returns with RA# should be sent promptly to:

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

Questions? Contact your B&T
AV Customer Service Rep (800-775-1200)
Email via AVInfo@Baker-Taylor.com or
LibraryA/Vcustomerservice@baker-taylor.com
Baker & Taylor A/V Sales 800.775-2600 x2050



NOTICE OF PRICING PROPOSAL ACCEPTANCE

For: Oak Lodge & Gladstone Libraries, Clackamas County

Proposal Date: April 12, 2024

FOR: PRINT AND A/V MATERIAL

Baker & Taylor is committed to providing services to our customers at a level that meets or exceeds their requirements. We have learned through our experience with many successful projects that the key to this high level of service is a mutual understanding of the requirements of both parties involved. Please carefully review the pricing and services noted above. If you approve, please notify us by signing and returning a copy of this acceptance page to the address below. Based on your agreement to the pricing and discounts contained in this proposal and the information gathered during our discovery process, we will proceed with a plan to provide the requested services of the Oak Lodge & Gladstone Libraries, Clackamas County.

This pricing agreement is contingent upon mutual approval of all services and pricing by both the library and Baker & Taylor, LLC. Pricing provided in this agreement is subject to annual review by Baker & Taylor and discounts and/or prices may be updated by Baker & Taylor with 30-day notice to the Library.

Baker & Taylor reserves the right to negotiate price and/or discount adjustments should the library make changes at any time throughout the duration of the project.

This agreement is in effect July 1, 2024 through June 30, 2027.

**Oak Lodge and Gladstone Libraries,
Clackamas County**
16201 SE McLoughlin Blvd.
Oak Grove, OR 97267

Signature: _____

Title: _____

Name: _____

Date: _____

Baker & Taylor, LLC

Signature: _____

Title: _____

Name: _____

Date: _____

Please forward to my attention at the address or email indicated below:

Baker & Taylor
2810 Coliseum Centre Drive, Suite 300
Charlotte, NC 28217
Fax: 704-998-3260
Email: bids@baker-taylor.com