



October 7, 2021

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of a Contract with Baker & Taylor, LLC  
Book and Digital Media Purchasing and Processing Services

<b>Purpose/Outcome</b>	Approve a contract with Baker & Taylor LLC for library material and processing services for the Oak Lodge and Gladstone Libraries.
<b>Dollar Amount and Fiscal Impact</b>	Total contract value is \$795,000.
<b>Funding Source</b>	BCS - Oak Lodge and Gladstone Library District distributions, included in the FY21/22 budget for the Oak Lodge and Gladstone Libraries.
<b>Duration</b>	Contract Execution through June 30, 2024.
<b>Previous Board Action/Review</b>	None.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This contract provides library materials, which ensures the purpose of the Oak Lodge and Gladstone Library programs, which is to provide access to informational, recreational, community and cultural services to the Oak Lodge and Gladstone Library service areas and general public so they can develop into lifelong learners and readers, satisfy intellectual curiosity, and benefit from strengthened communities, can be met.</li> <li>2. This contract provides library materials that support our community by providing access to reading and learning materials, which help ensure safe, healthy and secure communities.</li> </ol>
<b>Counsel Review</b>	Review Date – 9/15/21 Counsel Initials: ARN
<b>Procurement Review</b>	Was this project processed through Procurement? Yes.
<b>Contact Person</b>	Mitzi Olson, BCS Library Manager, Oak Lodge and Gladstone Libraries (503) 655-8570
<b>Contract No.</b>	4638

**Background:**

Business and Community Services (BCS) Oak Lodge and Gladstone 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.

The contract will also facilitate the implementation of the combined operational model contemplated by the October 2017 Settlement Agreement and November 2019 Intergovernmental Agreement between Clackamas County and the City of Gladstone. Under this model, the Oak Lodge and Gladstone Libraries will achieve operational efficiencies and economies of scale by combining and streamlining processes and procedures between the two libraries, including the ordering, receiving, and distribution of library materials, and the automated uploading of data into the Integrated Library System (ILS) used by both libraries.

Achieving these efficiencies involves coordination not only between the libraries and Baker & Taylor, but with the BCS – Library Support Services office (which administers the ILS) as well. Library Support Services staff have already made significant system customizations and configuration changes to support the combined operational model, based on the capabilities of the ILS, and the systems and data interchange formats used by Baker & Taylor. 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:**

Per LCRB Rule C-047-0288(15), the purchase of copyrighted materials are defined as a class special procurement, exempt from competitive bid or proposal requirements.

**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,

A handwritten signature in blue ink that reads "Sarah Eckman". The signature is written in a cursive, flowing style.

Sarah Eckman, Interim Director  
Business & Community Services



**CLACKAMAS COUNTY  
GOODS AND SERVICES CONTRACT  
Contract #4638**

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 Business and Community Services for the purposes of providing **Book and Digital Media Purchasing and Processing Services**.

**I. TERM**

This Contract shall become effective upon the date of the last signature and shall remain in effect until **June 30, 2024**. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

**II. SCOPE OF WORK**

This Contract covers the Scope of Work as described in Contractor’s quote dated August 26, 2021 attached and hereby incorporated by reference as Exhibit “A.” 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. Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County’s Representative for this contract is: Mitzi Olson.

**III. COMPENSATION**

- 1. PAYMENT.** The County agrees to compensate the Contractor on a time and material basis as detailed in this Contract. The maximum annual compensation authorized under this Contract shall not exceed **Two Hundred Sixty-Five Thousand Dollars (\$265,000)** and the total Contract compensation shall not exceed **Seven Hundred Ninety-Five Thousand Dollars (\$795,000)**.
- 2. 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.
- 3. INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Exhibit A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. 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. Invoices shall be submitted to the County Representative at: [kwells@clackamas.us](mailto:kwells@clackamas.us)

**4. CONTRACTOR AND COUNTY CONTACTS.**

Contractor	County
Administrator: Amy Whaley Phone: 800-775-7930 x3195 Email: <a href="mailto:Amy.Whaley@baker-taylor.com">Amy.Whaley@baker-taylor.com</a>	Administrator: Kristina Wells Phone: 503-655-8596 Email: <a href="mailto:kwells@clackamas.us">kwells@clackamas.us</a>

**IV. CONTRACT PROVISIONS**

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and 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. Such books and records shall be maintained by Contractor 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.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County’s reasonable administrative discretion, to continue to make payments under this Contract.
- 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 federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor’s surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor’s employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee’s wages to provide such services.

5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon 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.
7. **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.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** 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, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **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; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the 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; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.
10. **INSURANCE.** Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:
  - A. **COMMERCIAL GENERAL LIABILITY**

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

**11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), 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. 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.

**12. 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 II, Section 4. 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](mailto: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.

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract,

when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- a. **Performance Warranty.** Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
- b. **Service Warranty.** Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and County's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warranty shall be deemed a material breach of this Contract.

**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 IV, Sections: 1, 6, 8, 11, 13, 14, 15, 16, 18, 21, 22, 23, 27, 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. SUBCONTRACTS 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 Sections 1, 8, 13, 15, and 26 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 CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation 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, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount

equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**20. TERMINATION.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, 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 or objects or other tangible things needed to complete the work.

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 under 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. **COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. 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 material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such

services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

- 29. DELIVERY.** All deliveries shall be F.O.B. destination with all transportation and handing 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.
- 30. INSPECTIONS.** Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. 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.
- 31. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

SIGNATURE PAGE FOLLOWS

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

**Baker & Taylor, LLC**  
2550 West Tyvola Road Suite 300  
Charlotte NC 28217

Stefanie Kremer  
Digitally signed by Stefanie Kremer  
Date: 2021.09.21 09:51:48 -04'00'

\_\_\_\_\_  
Authorized Signature Date

Stefanie Kremer  
Director, Pricing Services

\_\_\_\_\_  
Name / Title (Printed)

1092075-97  
Oregon Business Registry #

FLLC / Delaware  
Entity Type / State of Formation

Clackamas County

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Recording Secretary

Approved as to Form:

Andrew Naylor  
Digitally signed by Andrew Naylor  
Date: 2021.09.21 08:13:10 -07'00'  
\_\_\_\_\_  
County Counsel Date

**EXHIBIT A  
CONTRACTOR'S QUOTE**



August 26, 2021

Mitzi Olson, MLIS  
Library Director  
Clackamas County Library  
16201 SE McLoughlin Blvd.  
Oak Grove, OR 97267

Dear Ms. Olson:

Baker & Taylor is pleased to offer the following prices for our book and audiovisual processing services to the Clackamas County Library:

**PRINT CATALOGING AND PROCESSING SERVICES**

**PRINT PROCESSING SERVICES.....\$2.69/UNIT**

INCLUDES:

- MYLAR JACKETS TAPED
- SPINE LABEL ATTACHED
- STANDARD BARCODE LABEL FOR BOTH THE STANDARD AND THE THIN BARCODE
- THIN BARCODE LABEL ATTACHED
- LABEL PROTECTOR OVER EXPOSED SPINE LABELS AND BARCODE LABELS
- 1 CUSTOMER DESIGNED PROPERTY LABEL FOR EITHER OAK LODGE OR GLADSTONE
- BAKER & TAYLOR UNIVERSAL RFID
- GENRE LABEL
- 2 LUCKY DAY STICKERS

**AUDIOVISUAL CATALOGING AND PROCESSING SERVICES**

**DVD**

**DIGITAL MEDIA PROCESSING PRICING FOR DVDS @\$5.16**

BASE PRICE INCLUDES

- SHRINK WRAP REMOVAL @\$1.69
- BARCODE EMBEDDED @\$0.00
- SPINE LABEL @\$0.00
- SHOWCASE CASES @\$.42
- HUB LABEL ON EVERY DISC @\$.25
- 14DAY LOAN LABEL EMBEDDED @\$.15
- RATING LABEL APPLIED @\$.25
- OWNERSHIP LABEL EMBEDDED @\$.15
- DATE LABEL EMBEDDED @\$.15
- STINGRAY RFID @\$1.50
- B&T UNIVERSAL RFID TAGS @\$.15
- LINKING STINGRAY AND RFID @\$.30

DISCLAIMER LABEL @\$ .15  
LUCKY DAY LABELS ON TWO ACCOUNTS @\$0.00

#### BLU-RAY

#### **DIGITAL MEDIA PROCESSING PRICING FOR BLU-RAY @ \$5.31**

BASE PRICE INCLUDES

SHRINK WRAP REMOVAL AND 2 LABELS IS @\$1.69  
BARCODE EMBEDDED @\$0.00  
SPINE LABEL EMBEDDED @\$0.00  
SHOWCASE CASES @\$ .42  
HUB LABEL ON EVERY DISC @\$ .25  
14DAY LOAN LABEL EMBEDDED @\$ .15  
RATING LABEL APPLIED @\$ .25  
OWNERSHIP LABEL EMBEDDED @\$ .15  
DATE LABEL EMBEDDED @\$ .15  
STINGRAY RFID @\$1.50  
B&T UNIVERSAL RFID TAGS @\$ .15  
LINKING STINGRAY AND RFID @\$ .30  
DISCLAIMER LABEL @\$ .15  
LUCKY DAY LABELS ON TWO ACCOUNTS @\$0.00  
BLU-RAY LABEL @\$ .15  
SPLITTING THE COMBO PACKS @\$0.00

#### **PRODUCT DISCOUNT TERMS AND CONDITIONS**

We have outlined product discounts for print materials and audiovisual materials on the following pages. We have also included our Category Definitions for print materials and Book and AV Returns Policies for your review.

#### 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 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

Andrea Turner  
800-775-1200, ext. 2281  
[andrea.turner@baker-taylor.com](mailto:andrea.turner@baker-taylor.com)

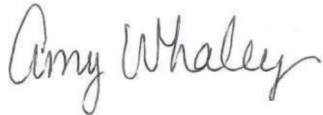
#### DVD/Blu-ray or Music CD

Jackie Stocker  
800-775-2600, ext. 2162  
[jackie.stocker@baker-taylor.com](mailto:jackie.stocker@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.

Thank you for your consideration of Baker & Taylor's services. If you have any questions with regard to the above quoted prices, please feel free to contact your Library Sales Consultant, **Andrew Becker**, at **(800) 775-7930, ext. 1232**.

Sincerely,

A handwritten signature in cursive script that reads "Amy Whaley". The signature is written in black ink and is positioned above the typed name and contact information.

Amy Whaley  
Sr. Pricing Services Representative  
Baker & Taylor, LLC  
2810 Coliseum Centre Dr., Suite 300  
Charlotte, NC 28217  
800-775-7930, ext. 3206

## DISCOUNT TERMS AND CONDITIONS OF SALE

Baker & Taylor, LLC

Discount Terms and Conditions of Sale (FIRM ORDER BOOK and SPOKEN WORD AUDIO)

Clackamas County Library

Baker & Taylor, LLC is pleased to offer the discount terms and conditions listed below. The pricing grid below provides discounts for each product category offered by Baker & Taylor.

Product Category	Category Definition (a)	Price Indicator	Discount
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction, and may include some spoken word audio)	0 - (zero) (Hardcover Trade Editions) C - (Hardcover Computer Books)	45.5%
II.	Juvenile Trade Hardcover Editions	J	45.5%
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	25.0%
VII.	Publisher's Library Edition (Juvenile)	Z	25.0%
VIII.	University Press Trade Editions (may be of any binding and include some spoken word audio)	A	10.0%
IX.	Text, Technical, Reference, Professional Medical, Small Press, some University Press titles (excluding University Press Trade Editions) and/or Titles of Limited Demand (may be of any binding and include some spoken word audio)	S/X/N - (Text, Technical, or Reference Editions)  L - (Hardcover Editions from Small Press and Hardcover Titles of Limited Demand—primarily Adult) 7 - (Hardcover Titles of Limited Demand—primarily Juvenile) M - (Paperback Editions from Small Press and Paperback Titles of Limited Demand—primarily Adult) 1 - (Paperback Titles of Limited Demand—primarily Juvenile)  T/U/V/W/4/Letter O - (Specialty Textbooks)  5/6/8 - (Professional Medical Titles)	S = 5.0% X = 5.0% N = 0.0% (b)  L = 5.0% (c)(d) 7 = 25.0% (d) M = 5.0% (c)(d) 1 = 25.0% (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 = 0.0%
X.	Imported English and Non-English Language Editions	F/K/3	F = 0.0% K = 0.0% 3 = 0.0%
XI.	Enhanced Service Program	Y / Q	0.0% (e)
XII.	Spoken Word Audio	H	45.5%
XIII.	Board Books	I	25.0%
XIV.	Novelty Items/Activity Books	I	25.0%
XV.	Special Programs, such as: - Paw Prints and FollettBound Editions - Turtleback Editions - Playaway Audio Editions	D E All Playaway Audio editions	D = 0.0% E = 0.0% 24.0%

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



**Baker & Taylor, LLC**  
**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 Paw Prints and 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.

**Baker & Taylor, LLC**  
**Discount Terms and Conditions of Sale (AUDIO VISUAL MATERIAL)**  
**Clackamas County Library**

Please refer to the following Terms and Conditions of Sale for the discounts offered to the **Clackamas County Library** for **Audio Visual Material**.

<b>Media Type</b>	<b>Price Range</b>	<b>Discount off Current Producer's List Price</b>
DVD/Blu-Ray	Any Price	30.2%*
Music CD	Any Price	27.6%*

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.

\*AV titles with minimal discount or supplier restrictions or titles from small, specialty vendors will be invoiced at Manufacturers Suggested Retail Price.

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

## CATEGORY DEFINITIONS

- I. **Adult Trade Hardcover Editions (O, C)** (*may include some spoken word audio materials*)  
High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: 14<sup>th</sup> Deadly Sin by James Patterson, ISBN: 9780316404021.
- II. **Juvenile Trade Hardcover Editions (J)**  
High demand, juvenile materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: Are You Ready to Play Outside by Mo Willems, ISBN: 9781423113478.
- III. **Adult Quality Paperback Editions (B, C)**  
High demand paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: The Boys in the Boat by Daniel Brown, ISBN 9780143125471.
- IV. **Juvenile Quality Paperback Editions (G)**  
High demand, juvenile paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: Tuck Everlasting by Natalie Babbitt, ISBN: 9780312369811.
- V. **Mass Market Paperback Editions (P)**  
A standard rack size paperback typically found in bookstores or other retail outlets. An example of a mass market paperback would be: The City of Ember by Jeanne Duprau, ISBN: 9780375822742.
- VI. **Single Edition Reinforced (R)**  
A high quality binding designed to provide a long shelf life in a heavy use environment. Although the binding is fanned and glued it may not be sewn, which is typically found in the publisher library edition. Subject content can include both fictional and non-fiction works appealing to juveniles as well as adults. These bindings are identified by the publisher to Baker & Taylor. An example of a single edition reinforced binding would be: Because of Winn Dixie by Kate DiCamillo, ISBN 9780763650070.
- VII. **Publisher Library Editions (Z)**  
Fiction as well as non-fiction materials appealing to both juveniles and adults, designed with the rugged durability required of the environment typically found in a library setting. Publisher Library Editions are traditionally of the highest quality, usually fanned, sewn and glued to provide the greatest possible shelf life of any binding. These bindings are identified by the publisher to Baker & Taylor. An example of a publisher library edition would be: Curious George Visits the Library by Margaret Rey, ISBN: 9781599614199.
- VIII. **University Press Trade Editions (A)** (*may include some spoken word audio materials*)  
This category would include any University Press Trade Editions, both adult and juvenile, and are subject to publisher reclassification. An example of a university press trade edition would be: Alexander McQueen: Savage Beauty by Andrew Bolton, ISBN: 9780300169782.
- 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, Frankie Works the Night Shift, ISBN 9780060090951, and Floods, ISBN 9781624030031
- X. **Imported English and Non-English Language Editions (F, K, 3)**  
Titles produced and distributed outside of the domestic US. These titles may be of any binding type and represent various publishers. An example would be El Angel Caido by Nalini Singh, ISBN 9788490625224.
- XI. **Enhanced Service Program Titles (Y/Q)**  
This category includes materials where Baker & Taylor receives no discount from the publisher, or prepayment is required by the publisher, or publishers which have restrictions on returns, or books of small or non-commercial publishers with limited sales volume based upon a semi-annual review. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will receive no discount and are subject to a service charge. An example within this category would be: Business Income Coverage Guide, ISBN: 9781941627532.
- XII. **Spoken Word Audio (H)**  
Materials designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles can be either fiction or current non-fiction. An example of a spoken word audio edition would be: The Complete Sherlock Holmes by Sir Arthur Conan Doyle ISBN: 9781491542286.
- XIII. **Board Books (I)**  
Durable materials from widely distributed domestic publishers designed for young children; pages are manufactured of heavy gauge cardboard to prevent tearing. These editions typically feature few pages, simple themes and colorful illustrations or photographs. An example of a board book would be: Runaway Bunny by Margaret Wise Brown, ISBN: 9780061074295.
- XIV. **Novelty Items/Activity Books (I)**  
Specially packaged gift set or novelty item related to a book product or attached as an accessory to a book product. These items would include a book with toy, rag books, washable cloth books, books with accessories or kits, electronic sound books, sticker books, tracing books or coloring books. This category also includes any non-book merchandise such as model kits, hobby kits, flash cards or jigsaw puzzles. An example of an item in this category would be: Very Hungry Caterpillar Cookbook & Cookie Cutters Kit by Lara Starr, ISBN 9781452125527.
- XV. **Special Programs (D and E as indicated in 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 Paw Prints, FollettBound and Turtleback editions. Examples of items in this category would be: Clifford's Valentines Day by Norman Bridwell, ISBN 9781435201736 (PawPrints prebound edition) and Junie B. Jones is Captain Field Day by Barbara Park, ISBN 9780613337670 (Turtleback prebound edition)

## ENHANCED SERVICES PROGRAM

Baker & Taylor is pleased to 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. These titles will be invoiced at list price.

For libraries concerned about purchasing these types of titles, B&T's TitleSource 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](mailto:btinfo@baker-taylor.com)) to determine surcharge titles before placing an order.

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

## 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: **REMOVED N/A**

---

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

## 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](mailto:AVInfo@Baker-Taylor.com) or  
[LibraryA/Vcustomerservice@baker-taylor.com](mailto:LibraryA/Vcustomerservice@baker-taylor.com)  
Baker & Taylor A/V Sales 800.775-2600 x2050