

Board of Trustees Special Meeting

Tuesday, December 12, 2023, 5:30pm

Port Angeles Main Library

REMOTE ACCESS

If unable to join in person, members of the public may participate in the meeting via internet or phone using the instructions available prior to the meeting at www.nols.org/board-administration.

PUBLIC COMMENTS

Any person or group desiring to bring an item to the attention of the Library Board may do so by addressing the Board at meetings. Individuals having comments specifically related to agenda topics should raise their hand at the appropriate point on the agenda to indicate a wish to speak. Public comments on items not on the agenda, but within the jurisdiction of the North Olympic Library System Board of Trustees, are heard at the beginning of the meeting and at the end; individuals may choose to speak at either point. When time constraints require, the Chair may limit public remarks during meetings to less than three minutes. The Board will not discuss or take action on items raised during Public Comment, but may choose to add items to a future meeting agenda. Public comments may also be sent to: Library Board of Trustees, North Olympic Library System, 2210 South Peabody Street, Port Angeles, WA 98362 or LibraryBoard@nols.org.

LAND ACKNOWLEDGEMENT

The North Olympic Library System acknowledges that the lands on which we live and gather are the appropriated homelands of Indigenous Peoples. We want to express our deepest respect to those peoples past and present, including the [Hoh Tribe](#), [Jamestown S'Klallam Tribe](#), [Lower Elwha Klallam Tribe](#), [Makah Indian Tribe](#), [Quileute Tribe](#), [Quinault Indian Nation](#), [Port Gamble S'Klallam Tribe](#) and the [Skokomish Tribe](#), for their care of these lands throughout the generations. Let us learn more about the histories, cultures, and traditions of Indigenous Peoples. Let us strengthen relationships with sovereign tribal nations to provide an inclusive space fostering innovation and collaboration at the Library.

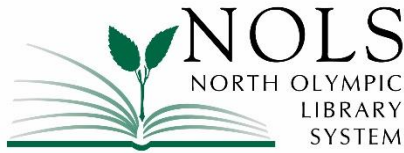
AGENDA

1. Call to order, roll call and introductions
2. Approval of Agenda
3. Public Comments
4. New Business
 - N.1. Approval of a contract between NOLS and Hoch Construction for improvements to the Temporary Sequim Library Space
 - N.2. Approval of a contract between NOLS and Olympic Moving & Storage to move the Sequim Library to the Temporary Sequim Library Space
 - N.3. Resolution 23-12-05: Recognizing the Benjamin N. Phillips Fund's contribution to the Sequim Library Expansion and Renovation Project
 - N.4. Resolution 23-12-06: Recognizing Dorothy Deland's contribution to the Sequim Library Expansion and Renovation Project

N.5. Resolution 23-12-07: Recognizing the Friends of Sequim Library's contribution to the Sequim Library Expansion and Renovation Project

N.6. Approval of a contract between NOLS and Baker & Taylor for providing collection materials

5. Adjournment



Staff Report

Meeting Date: December 12, 2023
To: Library Board of Trustees
From: Noah Glaude, Executive Director
Subject: Approval of Hoch Construction Contract

Attachments: Contract between Hoch Construction and NOLS
Hoch Construction Bid Proposal
Request for Bids – Sequim Library Temporary Space Improvements

Topic/Issue:

Approval of a contract with Hoch Construction to make improvements to the Sequim Library Temporary Space.

Background:

The North Olympic Library System needs a qualified contractor to carryout alterations and improvements at the Sequim Library Temporary Space located at 609 W. Washington St., Unit 21, Sequim, WA.

Work to improve the temporary library space entails interior non-loading-bearing wall alterations, the upgrade of one restroom to Americans with Disabilities Act 2010 Standards, removal and installation of electrical, internet and plumbing components, and related work. The scope of work also includes relocating exterior signage.

Substantial completion of the work should be completed by Friday, February 2, 2024. NOLS plans to move the Sequim Library into the temporary space in March 2024.

Discussion:

On November 2, 2023, NOLS issued a [Request for Bids for Improvements to the Sequim Library Temporary Space](#). Two proposals were received by bid proposal due date of November 22, 2023. Facilities Manager Brian Phillips and Executive Director Noah Glaude reviewed the proposals and selected the lowest bidder, Hoch Construction. The bids were:

Bidder	Base bid amount (excluding tax)	Alternate (door operator)
Hoch	\$21,689	\$7,948
Neeley	\$48,000	\$7,000

The Sequim Library Expansion and Renovation Team recommends that NOLS include the listed additive alternate, an automatic door opener for the front door on the temporary space.

Policy Considerations:

NOLS [Policy: 5.5 Purchasing Policy](#) states that approval of all contracts valued at \$25,000 or more must be approved by the Library Board of Trustees.

NOLS had its legal counsel review and approve of the contract. NOLS insurance provider, Enduris, also reviewed the contract, and requested specific requirements in the contract and proof of insurance from Hoch Construction.

Fiscal Considerations:

The sum of the contract work with Hoch Construction is \$29,637. NOLS has paid \$1,216.62 to the City of Sequim for a commercial building permit for the temporary library space. NOLS will pay for additional permit fees directly to the City as needed, including an exterior signage permit.

Funds from the Sequim Capital Project account will be used to pay for the Hoch Construction contract, but the current estimated total project cost does not include the cost of improving the temporary space. The Sequim Expansion and Renovation total project cost estimate will be updated once the contract is signed with Hoch Construction.

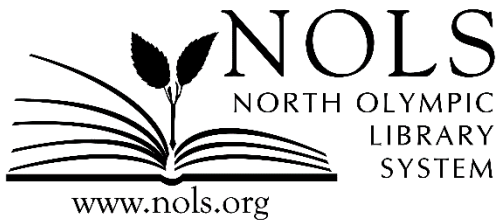
The Sequim Expansion and Renovation Project total project cost, including construction, furniture and equipment, permitting and taxes, architecture and engineering services, contingency, and additional consulting, is currently estimated to be \$9,319,530. As of October 2023, NOLS has raised \$5,530,572 for the Sequim Expansion and Renovation Project.

As discussed at the April 2023 Board of Trustees meeting, NOLS will pursue non-voted general tax obligation bonds to cover the remaining costs of the project, after a request for construction bids is complete.

In an effort to minimize the amount of debt NOLS takes on through general obligation bonds, the Library is continuing to work with community partners to conduct additional fundraising efforts to cover the additional costs of the Sequim Library Expansion and Renovation Project. Library staff are seeking additional grant opportunities and will continue to do so through construction of the project.

Recommendation:

That the Library Board of Trustees approve the contract with Hoch Construction to improve the Sequim Library Temporary Space.



PUBLIC WORKS CONTRACT
Sequim Library Temporary Space
Alterations and Improvements Project

Effective Agreement Date:	December 12, 2023
<u>The Parties to the Agreement are:</u>	
The “Library”	North Olympic Library System 2210 S. Peabody St. Port Angeles, WA 98362
The “Contractor”	Hoch Construction 4201 Tumwater Truck Route Port Angeles, WA 98363 Attn: Kyle Priest
Name and General Description of the Project:	Sequim Library Temporary Location Improvements Project 609 W, Washington St., Unit 21 Sequim, Washington 98382
The Architect or Engineer (“A/E”), if any:	none
Contract Sum for the Work:	\$29,637 plus sales tax
Payment / Retainage Options: <i>(check one)</i>	<input checked="" type="checkbox"/> The Library will retain 10% of the Contract Sum until thirty (30) days after Final Acceptance and as described in RCW 39.08.010(3) (only allowable for projects \$150,000 and less; see RCW 39.08.010(3) for further requirements; if this is selected payment and performance bonds are not required). <input type="checkbox"/> 5% retainage; to be released upon approval of DOR, ESD, and L&I and as otherwise required by statute and this Agreement (required for projects exceeding \$150,000 or if option above not selected; if this is selected payment and performance bonds are required).
Payment and Performance Bond <i>(check one)</i>	<input type="checkbox"/> Required. <input checked="" type="checkbox"/> Not required (this box can only be checked if first box is checked under Payment / Retainage Options above)
Date of Substantial Completion of the Work:	February 2, 2024
Date of Final Completion of the Work:	March 1, 2024
Liquidated Damages, if any:	\$ 0 per calendar day
Accepted Alternates, if any:	Alternate – Door operator
Unit Prices, if any:	None
Addenda, if any:	Addendum 1
<u>Minimum Required Insurance</u>	As indicated in General Conditions Article 15, and: <input checked="" type="checkbox"/> Excess/Umbrella Policy as written <input type="checkbox"/> Excess/Umbrella Policy Increase by: \$ Total Excess/Umbrella Policy Required: \$

The Library and Contractor agree as set forth below

ARTICLE 1: THE WORK. The Contractor shall fully execute and complete the entire Work described in the Contract Documents, which include the Job Scope and Bidding Instructions dated November 2, 2023, and Addendum 1 dated November 16, 2023.

ARTICLE 2: COMMENCEMENT AND SUBSTANTIAL AND FINAL COMPLETION

2.1 The date of commencement of the Work (the date from which the Contract Time is measured) is the date of this Agreement.

2.2 The Contractor shall achieve Substantial Completion and Final Completion of the entire Work as specified above, subject to adjustments of the Contract Time as provided in the Contract Documents.

ARTICLE 3: THE CONTRACT SUM. The Library shall pay the Contractor the Contract Sum on account of the Contractor's performance of the Agreement, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 4: PAYMENT. The Library will pay the Contractor within thirty (30) days of receipt of monthly Applications for Payment in accordance with the Agreement. The Library will make final payment after Final Completion, within thirty (30) days of receipt of a final Application for Payment, provided that an approved "Statement of Intent to Pay Prevailing Wages," an approved "Affidavit of Wages Paid," and all releases have been submitted. Retention shall be paid per statute.

ARTICLE 5: PERMITS AND FEES

5.1 The Library shall pay and prepare documents for the following permits: general building; and permits issued by the City of Sequim and Clallam County. The Contractor shall secure the permits.

5.2 The Contractor shall prepare documents, make application, and secure, but the Library shall pay, for the following permits: All other permits not indicated above including but not limited to general mechanical, general electrical, temporary facilities and signage, plumbing, fire protection, building controls, fire alarm, security, data and other low-voltage electrical systems. Payment for permits shall be made by Library (through purchase order) or reimbursed by Library for actual cost. No additional mark-up shall be allowed.

ARTICLE 6: ENUMERATION OF CONTRACT DOCUMENTS. The Contract Documents include this executed Agreement, including the attached General Conditions, any Supplementary and other Conditions of the Agreement, the Job Scope and Bidding Instructions, Addendum 1, Responsible Bidder's Criteria affidavit, and the prevailing wage rates. In the event of a conflict or discrepancy among or in the Contract Documents, interpretation shall be governed in the following order of priority:

1. Agreement
2. Any Special Conditions
3. Any Supplemental Conditions
4. General Conditions
5. Scope of Work
6. Specifications
7. Drawings
8. Schedules

HOCH CONSTRUCTION

NORTH OLYMPIC LIBRARY SYSTEM

By _____
(Signature)

By _____
(Signature)

(Printed name and title)

(Printed name and title)

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ARTICLE 7 THE CONTRACT DOCUMENTS

7.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contractor's performance is required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

7.2 "Work" means the construction and services required by the Contract Documents and includes all labor, materials, equipment and services to be provided by the Contractor to fulfill the Contractor's obligations.

ARTICLE 8 ADMINISTRATION OF THE AGREEMENT

8.1 The Library and/or A/E will provide administration of the Agreement. Neither Library nor any A/E representatives are authorized to revoke, alter, relax or release any requirements of the Contract Documents, to issue instructions contrary to the Contract Documents, or to approve or accept any portion of the Work not executed in accordance with the Contract Documents.

8.2 The Library or A/E may reject Work that, in its opinion, does not conform to the Contract Documents. The Library or A/E may visit the site at intervals it considers appropriate to the stage of the Work to become generally familiar with the progress and quality of the completed Work. However, neither the Library nor the A/E will be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work.

8.3 The A/E and Library will not have control over or charge of and will not be responsible for means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility.

8.4 The A/E or Library will issue such written clarifications or interpretations as to matters of design interpretation (in the form of Drawings or otherwise) as the A/E or Library may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

8.5 The A/E or Library may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Sum or the Contract Time and are consistent with the overall intent of the Contract Documents. These will be accomplished by a Minor Change in the Work instrument and will be binding on the Contractor, who shall perform the

Work involved promptly.

8.6 If the Contractor believes that a written clarification or interpretation, a Construction Change Directive or any interpretation justifies an increase in the Contract Sum or an extension of the Contract Time, and the parties are unable to agree to its amount or extent, the Contractor may make a Claim therefor as provided in this Agreement, as soon as possible and no later than fourteen days after receipt of the clarification, interpretation, or Construction Change Directive.

8.7 The A/E and Library will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed or completed.

8.8 Neither the A/E's or Library's authority to act under this Article 8 nor elsewhere in the Contract Documents, nor any decision made by the A/E or Library in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the A/E or the Library to the Contractor, any Subcontractor of any tier, or any other person or organization performing any of the Work, or to any surety for any of them.

ARTICLE 9 THE CONTRACTOR

9.1 Using its best skill and attention, the Contractor shall perform, supervise and direct the Work. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures and personnel, for safety, and for coordinating all portions of the Work under the Agreement. The Contractor shall provide and pay for all labor, materials, equipment, tools and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

9.2 Subcontractors. A "Subcontractor" is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at the Site or to supply materials or equipment. A "Subcontractor of any tier" includes Subcontractors and all lower level subcontractors and suppliers. As soon as practicable and no later than *five (5) days* after award of the Agreement, the Contractor shall confirm in writing to the Library the names of the Subcontractors for each portion of the Work.

9.3 Compliance with Law. The Contractor, its employees, Subcontractors of any tier and representatives, shall comply with all applicable laws, ordinances, statutes, rules and regulations, federal and state, county and municipal, and particularly those relating to wages, hours, fair employment practices, non-discrimination, safety and working conditions.

9.3.1 Prevailing Wages. Pursuant to RCW

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39.12, no worker, laborer, or mechanic shall be paid less than the “prevailing rate of wage” in effect on the Bid Date. Applicable prevailing wages for the county in which the Project is located and are available at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>. A copy is available for viewing at the Library’s office, and a hard copy will be mailed upon request. To the extent that there is any discrepancy between the attached or provided schedule of prevailing wage rates and the published rates as are applicable under WAC 296-127-011, or if no schedule is attached, then the applicable published rates shall apply at no increase to the Contract Sum.

9.3.2 Hours of Labor. The Contractor shall comply with all applicable provisions of RCW 49.28.

9.3.3 Workers’ Right to Know. The Contractor shall comply with RCW 49.70 and WAC 296-62-054 regarding workplace surveys and material safety data sheets for “hazardous” chemicals at the Site.

9.4 Workers. The Contractor shall enforce strict discipline and good order among persons carrying out the Work and shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. A person shall be unfit and removed from the Work who has been found guilty of any felony crime as specified in RCW 28A.400.330, generally regarding crimes against children.

9.5 Warranty. The Contractor warrants that materials and equipment furnished under the Agreement will be of good quality and new, that the Work will be performed in a skillful and workmanlike manner, free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents.

9.6 Submittals. The Contractor shall review, approve and submit to the Library with reasonable promptness Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. The Work shall be in accordance with approved submittals.

9.7 Progress Schedule. Within *five (5) days* of execution of this Agreement, the Contractor shall submit a schedule of the Work to the Library.

9.8 Clean-Up. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials caused by operations under the Agreement.

9.9 Indemnification. Subject to the following conditions, the Contractor shall defend, indemnify, and hold

harmless the Library, any listed A/E, and their respective agents, employees, consultants, successors and assigns (“Indemnified Parties”) from and against all claims, damages, losses and expenses, direct and indirect, or consequential, including costs and attorneys’ fees incurred on such claims and in proving the right to indemnification, arising out of or resulting from any act or omission of the Contractor, its agents, any of its Subcontractors of any tier, and anyone directly or indirectly employed by the Contractor or Subcontractors of any tier (“Indemnitor”). The Contractor will fully indemnify the Indemnified Parties for the sole negligence of the Indemnitor. The Contractor will indemnify the Indemnified Parties for the concurrent negligence of the Indemnitor to the extent of the Indemnitor’s negligence. The Contractor has no duty to indemnify the Indemnified Parties for the sole negligence of the Indemnified Parties. The Contractor agrees to being added by the Library as a party to any arbitration or litigation with third parties in which the Library alleges indemnification or contribution from an Indemnitor. The Contractor agrees that all of its Subcontractors of any tier will, in the subcontracts, similarly stipulate; in the event any does not, the Contractor shall be liable in place of such Subcontractor(s). PROVIDED FURTHER that the Contractor agrees to waive its immunity under the Washington State Industrial Act (Title 51 RCW) as to the Indemnified Parties only. To the extent a court or arbitrator strikes any portion of this indemnification provision for any reason, all remaining provisions shall retain their vitality and effect.

9.10 Records. The Contractor shall maintain and preserve books, ledgers, records, estimates, correspondence, logs, schedules, electronic data and other documents relating or pertaining to the costs and/or performance of the Agreement (“records”). Within *seven (7) days* of the Library’s request, the Contractor shall make available at the Contractor’s office all records for inspection, audit and reproduction (including electronic reproduction) by the Library’s representatives. These requirements apply to each Subcontractor of any tier. The Contractor agrees, on behalf of itself and Subcontractors of any tier, that the invocation of any rights under RCW 42.56 shall initiate an equivalent right to disclosures from the Contractor and Subcontractors of any tier for the benefit of the Library.

ARTICLE 10

CONSTRUCTION NOT BY THE CONTRACTOR

10.1 The Library may perform construction or operations related to the Project with its own forces and to award separate contracts in connection with other portions of the Project.

10.2 The Contractor shall afford the Library and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and performance

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of their activities, and shall connect and coordinate the Contractor's construction and operations as required by the Contract Documents.

ARTICLE 11 **CHANGES IN THE WORK**

11.1 The Library, without invalidating the Agreement, may order changes in the Work consisting of additions, deletions or modifications ("Changes"), and the Contract Sum and Contract Time will be adjusted accordingly. Changes in the Work, the Contract Sum and/or the Contract Time shall be authorized only in writing, through a Change Order or a Construction Change Directive.

11.1.1 Change Orders. A Change Order is a written instrument signed by the Library and the Contractor stating their agreement upon a change in the Work, the amount of any adjustment in the Contract Sum, and the extent of any adjustment in the Contract Time.

11.1.2 Construction Change Directives. A Construction Change Directive is a written order prepared and signed by the Library that directs a change in the Work and states a proposed basis for any adjustment in the Contract Sum and/or Contract Time. It is used in the absence of total agreement on the terms of a Change Order. The Contractor shall promptly proceed with the change in the Work described in the Construction Change Directive. As soon as possible, and within *seven (7) days* of receipt, the Contractor shall advise the Library in writing of the Contractor's agreement or disagreement with the cost or the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

11.2 If the parties cannot agree on the cost or credit to the Library from a Change in the Work, the Contractor shall keep and present an itemized accounting with supporting data. The total cost of any Change or Claim shall be limited to the reasonable value of the direct labor costs, material costs, construction equipment usage costs for the actual time equipment appropriate for the Work is used solely on the Change in the Work, the cost of any change in insurance. Subcontractor costs, and a Fee for all combined overhead and profit, including impact costs of any kind, limited to 15% of the cost for any materials or work performed by a Contractor's or Subcontractor's own forces, and 8% on amounts due to lower-tier Subcontractors

11.3 Claims for Concealed or Unknown Conditions. If conditions unknown to the Contractor are encountered at the site that are (1) concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature

that differ materially from those ordinarily found and generally recognized as inherent in activities of the character provided for in the Contract Documents, then the Contractor shall give written notice to the Library promptly before conditions are disturbed and in no event later than *seven (7) days* after the first observance on the conditions. Any Claim arising from such condition shall be made in accordance with the dispute resolution procedures of Article 19.

ARTICLE 12 **TIME**

12.1 If, through no fault of the Contractor or a Subcontractor of any tier, the Work is delayed by changes ordered in the Work, unanticipated general labor disputes, fire, unforeseeable delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any other causes beyond the Contractor's control, then the Contract Time shall be extended by Change Order to the extent the critical path is affected. The Contractor is entitled to damages for delay only if the Library's actions or inactions were the actual, substantial cause of the delay and if the Contractor could not have reasonably avoided the delay by the exercise of due diligence. The Contractor is not entitled to an increase in the Contract Time or Contract Sum if a delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them.

12.2 The timely completion of this Project is essential to the Library. The Library will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time; however, it may be difficult if not impossible to determine the amount of such damages. Consequently, the Agreement may include provisions for liquidated damages, which are not affected by partial completion, occupancy, or beneficial occupancy. If this Agreement does not include liquidated damages, then the Library may pursue its actual damages resulting from delay.

ARTICLE 13 **PAYMENTS AND COMPLETION**

13.1 Payments. Payment shall be made as provided in this Agreement. If progress payments are specified, they will be made as specified in the Specifications Section, Application for Payment, and, pursuant to RCW 60.28, the Library will reserve five percent (5%) from the moneys the Contractor earns on estimates during the progress of the Work, to be retained as a trust fund for the protection and payment of the claims of any person arising under the Agreement and the state with respect to taxes imposed pursuant to Title 82 RCW that may be due from the Contractor. The moneys reserved may, at the option of the Contractor, be (1) retained in a fund by the Library until *forty-five (45) days* following Final Acceptance; or (2) deposited by

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the Library in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until *forty-five (45) days* following Final Acceptance, with interest to the Contractor; or (3) placed in escrow with a bank or trust company until *forty-five (45) days* following the Final Acceptance, by the Library's joint check to the bank or trust company and the Contractor, to be converted into bonds and securities chosen by the Contractor, approved by the Library, and held in escrow, with interest on the bonds and securities paid to the Contractor as it accrues. If moneys are retained from the Contractor, it may retain payment of not more than five percent (5%) from the moneys earned by any Subcontractor, provided that the Contractor pays interest to the Subcontractor at the same interest rate it receives from its reserved funds. If the 10% retainage option is selected on the cover page of this Agreement, then 10% retainage instead of 5% retainage shall be withheld, and the requirements of RCW 39.08.010(3) must also be followed for the release of retainage.

13.2 Prevailing Wages. The Contractor shall comply with all applicable provisions of RCW 39.12, including but not limited to submission of approved "Statements of Intent to Pay Prevailing Wage," payment of all L&I fees, submission and posting of approved "Statements of Intent to Pay Prevailing Wages" and payment of prevailing wages.

13.3 Withheld Payment. Payment may be withheld on account of (1) defective Work not remedied, (2) claims filed by third parties, (3) failure of the Contractor to make payments properly for labor, materials or equipment, (4) damage to the Library or another contractor, (5) reasonable evidence that the unpaid balance would not be adequate to cover delay damages for which the Contractor is responsible, (6) failure to carry out the Work in accordance with the Contract Documents, or (7) liquidated damages.

13.4 Substantial Completion.

13.4.1 When the Contractor believes that the Work is Substantially Complete, it shall notify the Library in writing. When the Library agrees, it will issue a Certificate of Substantial Completion. Substantial Completion is the stage in the progress of the Work when the construction is sufficiently complete, in accordance with the Contract Documents, so the Library can fully utilize the Work (or a designated portion) for its intended use. All Work other than incidental corrective or punch list work and final cleaning shall have been completed. The Work is not Substantially Complete if all systems and parts affected by the Work are not usable. The fact that the Library may use or occupy the Work or designated portion thereof does not indicate that the Work is Substantially Complete, nor does such occupation toll or change any

liquidated damages due the Library.

13.4.2 Immediately before any occupancy, the Library will schedule an inspection tour of the area to be occupied. Representatives of the Library and Contractor will jointly tour the area and record items still remaining to be finished or corrected. The Contractor shall supply and install any items missed by the inspection but required or necessary for Final Completion as a part of the Contract Sum.

13.5 Final Payment. Pursuant to RCW 60.28, completion of the contract Work shall occur and final payment shall become due after the Contractor has been notified that the Work has been concluded and submits the items listed below to the Library, any required occupancy permit has been issued and the Library's Board of Directors formally accepts the Project.

.1 An affidavit that all payrolls, Subcontractors, bills for materials and equipment, and other indebtedness connected with the Work for which the Library might be responsible or encumbered, have been paid or otherwise satisfied.

.2 A certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least *thirty (30) days* prior written notice has been given to the Library.

.3 Other data establishing payment or satisfaction of or protection (satisfactory to the Library) against all obligations, such as receipts, releases and waivers of liens arising out of the Agreement, satisfactorily demonstrating to the Library that the claims of Subcontractors and laborers who have filed claims have been paid.

.4 Pursuant to RCW 39.12.040, required "Affidavits of Wages Paid."

.5 Pursuant to RCW 50.24, a certificate from the Department of Employment Security. A certified statement that the Contractor has closed all necessary permits or otherwise met the requirements of all governing jurisdictions related to this Project.

.6 All warranties, guarantees, certificates, spare parts, specified excess material, and other documents or items required by the Contract Documents.

.7 A legible hard copy of the as-built drawings.

.8 Original permits and permit documents.

If any Subcontractor of any tier refuses to furnish a release or waiver required by the Library, the Library may retain

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such amount as to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees, the total of which shall be no less than 150% of the claimed amount. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Library all moneys that the Library may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

13.6 Waivers.

13.6.1 Final Payment by Library. The making of final payment shall constitute a waiver of claims by the Library except those arising from (1) claims or encumbrances arising out of the Agreement and unsettled; (2) failure of the Work to comply with the requirements of the Contract Documents; or (3) terms of warranties required by the Contract Documents or law.

13.6.2 Final Payment to Contractor. Acceptance of final payment by the Contractor shall constitute a waiver of Claims except those previously made in writing and identified in writing as unsettled on the final Application for Payment.

13.6.3 Change Orders. The execution of a Change Order shall constitute a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order. If the Contractor adds a reservation of rights that has not been initialed by the Library, any amounts previously agreed to shall be considered disputed and not payable.

13.7 Warranty of Title. The Contractor warrants and guarantees that title to Work, materials and equipment covered by payment, whether incorporated in the Project or not, will pass to the Library no later than the time of payment, free and clear of liens.

ARTICLE 14 PROTECTION OF PERSONS AND PROPERTY

14.1 The Contractor shall have the right to control and shall be solely responsible, and the Library shall not have responsibility, for all aspects of safety. The Contractor shall take reasonable precautions for safety on site, and shall provide reasonable protection to prevent damage, injury or loss.

14.2 The Contractor shall not be required to perform Work relating to asbestos or polychlorinated biphenyl ("PCB"), unless identified as the Contractor's responsibility in the Contract Documents.

ARTICLE 15 INSURANCE AND BONDS

15.1 Contractor's Liability Insurance. The Contractor shall purchase from and maintain during the life of this Agreement, at its own cost in a company or companies admitted to do business in the State of Washington possessing a Best's policyholder's rating of A- or better and a financial rating of no less than VIII, and reasonably acceptable to the Library, an occurrence- based Commercial General Liability Insurance Policy and such other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under the Contract Documents, whether to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

15.1.1 Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts, including Contingent Employers Liability (Stop Gap);

15.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

15.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

15.1.4 Claims for damages insured by personal injury liability coverage as defined under the ISO commercial general liability form CG 00 01;

15.1.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

15.1.6 Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property. This coverage will include claims by third parties, including Library for bodily injury, sickness or disease, property damage and/or clean-up caused by the abatement of materials deemed to be hazardous materials by State and Federal authorities. The scope of insurance coverage shall encompass the abatement of lead paint and asbestos as well as any other hazardous materials;

15.1.7 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle, including coverage for Owned Motor Vehicles, Non-Owned

GENERAL CONDITIONS

Motor Vehicles and Hired or Borrowed Motor Vehicles. Coverage shall also cover the clean-up of pollutants caused by the up-set or over turn of vehicles carrying hazardous materials; and

15.1.8 The Library and its employees, officers, directors, agents and consultants shall be named as additional insureds on such policies (other than State Workers Compensation) for Work performed under this Agreement and for claims arising out of or caused in whole or in part by the Contractor's negligent acts or omissions. The Contractor's policy shall be designated primary coverage (non-contributory) for both defense and indemnity, and any Library policies excess. The Library's specification or approval of this insurance or of its amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise. Policies shall contain a provision that the Library shall be given *thirty (30) days'* written notice by certified mail before cancellation of any insurance or reduction of the amount thereof, or any alteration, modification or restriction thereto.

15.1.9 The comprehensive general liability insurance required by this section must include claims involving blanket contractual liability insurance (included and defined in the Commercial General Liability Insurance Policy) applicable to the Contractor's obligations under Section 9.9.

15.1.10 With regards to General Liability, Auto Liability, Excess Liability, the Library, its directors, officers and employees, shall be a certificate holder and added as additional insured with the following endorsement forms: Additional Insured form CG2010 - Ongoing Operations and form CG2037 - Completed Operations, or equivalent; Waiver of Subrogation form CG2404, or equivalent; and Primary and Non-Contributory form CG20010413, or equivalent. Copies of the forms should be submitted with the Certificate of Insurance. The Additional Insured should read: [City] Library, its directors, officers and employees, [address]

15.2 Insurance Amounts. The insurance required by these General Conditions shall be written on an occurrence basis, for not less than the following (or greater if required by law):

- .1 Worker's Compensation
 - (a) State: Statutory
 - (b) Employer's Liability: \$1,000,000
 - (c) Washington Stop Gap
- .2. Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Blanket Contractual Liability; Products and Completed Operations; Broad-Form Property

Damage):

- (a) Bodily Injury; Property Damage; Combined Single Limit: \$1,000,000 each Occurrence and \$2,000,000 general aggregate
- (b) Products and Completed Operations of \$1,000,000 each Occurrence and \$2,000,000 general aggregate to be maintained for three years after final payment.
- (c) The coverages required above shall have a deductible or self-insured retention of no greater than \$10,000.
- (d) In addition, the Contractor shall maintain an umbrella policy following form that provides excess limits over the primary layer, in an amount not less than \$1,000,000. See the cover page for any higher required limits.

.3. \$1,000,000 per accident for bodily injury liability including sickness, disease or death and property damage liability because of damage to or destruction of property of others, including loss of use thereof arising out of the operation of automobiles.

15.3 Property Insurance. The Library shall insure the property in the amount of its insurable replacement cost, including additions and alterations, against "all risks" of physical loss. The policies shall inure to the benefit of the Library only. Upon the occurrence of an insured loss, the Library shall have the power to adjust and settle any loss with the insurers. The Contractor shall bear the risk of any loss, damage or destruction to its own property, including material and equipment that will be incorporated in the Work, unless the District has procured a Builders Risk policy for the project. Any insurance provided by the Library will not cover any such loss, damage or destruction, unless the Library procures builder's risk.

15.4 Waiver of Subrogation. The Library and the Contractor waive all rights against each other and any of their subcontractors of any tier, the A/E, their consultants, separate contractors (if any), and any of their respective agents and employees, for damages to the extent covered by the insurance obtained pursuant to Article 15, except such rights as they have to proceeds of such insurance held by the Library as fiduciary. The Library does not waive any subrogation rights to the extent of its property insurance on structures or portions of structures that do not comprise the Work. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

15.5 Payment and Performance Bond. If the Contractor is required to secure a payment and performance bond (see cover page), it shall be in the amount of the Contract Sum

GENERAL CONDITIONS

plus sales tax and shall comply with RCW 39.08 in a form and with a surety approved by the Library.

ARTICLE 16 **CORRECTION OF WORK**

16.1 The Contractor shall promptly correct Work rejected or failing to conform to the requirements of the Contract Documents at any time through a period of one (1) year from the date of Substantial Completion of the Agreement or by terms of a longer manufacturer's warranty or an applicable special warranty required by the Contract Documents.

16.2 If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents or fails to carry out the Work in accordance with the Contract Documents, the Library, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

16.3 Nothing in this Article shall establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents.

ARTICLE 17 **MISCELLANEOUS PROVISIONS**

17.1 Applicable Law and Venue. The Agreement shall be governed by the laws of the State of Washington, without regard to its choice of law provisions. The exclusive venue for any litigation regarding this Agreement shall be in Superior Court in the county in which the Project is located.

17.2 The Contractor shall give notices and comply with applicable laws, rules, regulations and orders of public authorities, including but not limited to RCW 39.06 and RCW 18.27 (Registration), RCW 49.60 (Discrimination), RCW 70.92 (Aged and Handicapped Persons), WAC 296-155 (Safety Standards), RCW 50.24 (Unemployment Compensation), Drug-Free Workplace Act of 1988 (Drug-Free Workplace), RCW 9.41.280 (Weapons), and RCW 49.26 (any asbestos removal). Smoking or use of any kind of lighted smoking equipment, material or smokeless tobacco products is prohibited on all Library property.

ARTICLE 18 **TERMINATION OF THE CONTRACT**

18.1 Termination for Cause by Contractor. If the Library fails to make payment for a period of *sixty (60) days* through no fault of the Contractor, the Contractor may, upon *seven (7) additional days'* written notice, terminate the Agreement and recover from the Library payment for all Work executed, in accordance with the

Agreement.

18.2 Termination for Cause by Library. The Library may, upon *seven (7) days'* written notice to the Contractor, terminate without prejudice the whole or any portion of the Work for cause, including but not limited to the Contractor's material breach of this Agreement; the Contractor's failure to prosecute the Work or any portion thereof with sufficient diligence to ensure the Substantial Completion of the Work within the Contract Time; the Contractor's material disregard of laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; the Contractor's being adjudged bankrupt, making a general assignment for the benefit of its creditors, a receiver being appointed on account of the Contractor's insolvency; or the Contractor's failure to comply with RCW 28A.400.330 (generally, a worker having contact with children who has been found guilty of a felony crime involving children).

18.3 Termination for Convenience by Library. The Library may, at any time upon *ten (10) days'* written notice to the Contractor, terminate without prejudice the whole or any portion of the Work for the convenience of the Library. The Library shall be liable to Contractor only for (1) the amount due under this Agreement for the Work properly performed prior to the termination and (2) other pre-approved costs, consistent with Paragraph 11.2, necessary and reasonably incurred in connection with the termination.

18.4 Effects of Termination.

18.4.1 The total sum to be paid to the Contractor under this Article shall not exceed the Contract Sum as reduced by the amount of payments otherwise made.

18.4.2 Unless the Library directs otherwise, after receipt of a Notice of Termination by the Library, the Contractor shall: promptly stop Work as specified in the Notice of Termination; place no further orders or subcontracts, except as necessary for completion of non-terminated Work; procure cancellation of all orders and subcontracts to the extent related to the performance of terminated Work; assign to the Library all of its right, title and interest under all orders and subcontracts; with the Library's approval, settle outstanding liabilities and claims arising out of the termination of orders and subcontracts not assigned to the Library; transfer title and deliver to the entity or entities designated by the Library the fabricated or unfabricated parts, Work in process or completed, partially completed supplies and equipment, materials, tools, dies, jigs and other fixtures, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property related to the Work; take such action as may be necessary or directed by

GENERAL CONDITIONS

the Library to preserve and protect the Work and property related to this Project in the possession of the Contractor in which the Library has an interest; and continue performance only to the extent not terminated.

18.4.3 The damages and relief from termination under this Paragraph 18.4 shall be the Contractor's sole entitlement in the event of termination.

ARTICLE 19 **DISPUTE RESOLUTION**

19.1 All claims, disputes and other matters in question of the Contractor arising out of, or relating to, the Contract Documents or the breach thereof ("Claims") shall be decided exclusively by the following dispute resolution procedure. The Contractor shall diligently carry on the Work and maintain the progress schedule during the dispute resolution procedure, unless the parties mutually agree in writing otherwise.

19.2 Notice of Claim. The Contractor shall submit notice of all Claims to the Library in writing within *seven (7) days* of the event giving rise to them.

19.3 Claim Submission. Within *fourteen (14) days* of the event giving rise to the Claim, the Contractor shall provide the Library with a written Claim that includes a clear description of the Claim, all changes sought in cost and in time, and data supporting the Claim. Failure to timely file either the Notice of Claim or the Claim itself shall constitute a waiver of the Contractor's right to pursue the Claim.

19.4 Mediation. The Contractor may bring no Claim against the Library unless the Claim is first subject to mediation under the Construction Mediation Rules of the American Arbitration Association ("AAA"). To initiate the mediation process, the Contractor shall submit a written mediation request to the Library. If the parties are unable to agree upon a mediator within *thirty (30) days* after the Library's receipt of the written request for mediation, either party may submit a request for mediation to the AAA. Other parties in interest, such as Subcontractors, shall also attend the mediation session. All unresolved Claims in the Project shall be considered at a single mediation session that shall occur prior to Final Acceptance by the Library.

19.5 Litigation. The Contractor may not bring litigation on a Claim unless it has been properly addressed in the above dispute resolution procedure. Litigation must be filed within *120 days* after the Date of Substantial Completion. The pendency of mediation shall toll these filing requirements.



hoch construction, inc.

4201 Tumwater Truck Route
Port Angeles, Washington 98363
HOCHCC*912N4

November 22, 2023

North Olympic Library System
2210 S. Peabody
Port Angeles, WA 98362

Attn: Brian Phillips

BID PROPOSAL

The cost for Sequim Library Temporary Location Alterations and Improvements will be (\$21,689.00) Twenty-One Thousand, Six Hundred Eighty-Nine Dollars and 00/100 plus Washington State Sales Tax.

The cost for Additive Alternate # 1 for the Front Door Automated Operator will be (\$7,948.00) Seven Thousand, Nine Hundred Forty-Eight plus Washington State Sales Tax.

This pricing is based on Job Scope & Bidding Instructions dated 11/2/23 and Addendum # 1 dated 11/16/2023.



Carrie Priest, Secretary

UBI: 602 947 244
ESN: 589379-00,7
Tax ID: 27-0767196
L&I #: 839,699-00

Please see references on page 2

Ph: 360.452.5381 Fax: 360.452.5382 e-mail: hoch@olympus.net
Licensed • bonded • insured



hoch construction, inc.

**4201 Tumwater Truck Route
Port Angeles, Washington 98363
HOCHCC*912N4**

Project References for comparable work include:

- 1) Sequim IHOP Remodel into CPA Office \$245,000.00 in 2020-2021
Owner: Corey Meyer 360-683-6677
- 2) Peninsula College Student Services Building "D" Remodel \$411,100.00 in 2023
Owner Rep: Jay Smith 360-417-6403
- 3) Serenity House Restroom Remodel \$376,300.00 in 2021-2022
Owner Rep: Sharron Maggard 360-452-9866

We were also contracted on the following projects for the NOLS:

- 1) NOLS Port Angeles location – Partition walls (approx. \$18,800.00) in 2019
- 2) NOLS Port Angeles location - Library Annex (approx. \$140,600.00) in 2013
- 3) NOLS Forks Location – Library Renovation (approx. \$658,300.00) in 2013-2014

For the Port Townsend Library, we did a large renovation in 2012-2013 for \$574,244.05

Contractors

Hoch Construction

Owner or tradesperson

Principals

PRIEST, KYLE GREGORY, VICE PRESIDENT

HOCH, THERESA M, SECRETARY

PRIEST, CARRIE J, TREASURER

PRIEST, KYLE GREGORY, MEMBER

HOCH, RICHARD L, PRESIDENT

(End: 08/01/2019)

Doing business as

Hoch Construction

WA UBI No.

602 947 244

Parent company

Hoch Construction Inc

4201 Tumwater Truck Route

PORT ANGELES, WA 98363

360-452-5381

CLALLAM County

Business type

Corporation

Governing persons

CARRIE

J

PRIEST

KYLE GREGORY PRIEST;

TERRY MARIE HOCH;

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

Active

Meets current requirements.

License specialties

GENERAL

License no.

HOCHCC*912N4

Effective — expiration

08/24/2009— 08/24/2025

Bond

Ohio Cas Ins Co

\$12,000.00

Bond account no.

023025765

Received by L&I

08/07/2013

Effective date

08/19/2013

Expiration date

Until Canceled

Insurance

Alaska National Insurance Co

\$1,000,000.00

Effective date

11/12/2023

Expiration date

11/12/2024

Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Certifications & Endorsements

OMWBE Certifications

No active certifications exist for this business.

Apprentice Training Agent

No active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the Oregon Bureau of Labor & Industries or Montana Department of Labor & Industry to verify if this business has apprentices.

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

This company has multiple workers' comp accounts.

Active accounts

L&I Account ID

839,699-00

Account is current.

Doing business as

HOCH CONSTRUCTION INC

Estimated workers reported

Quarter 3 of Year 2023 "7 to 10 Workers"

L&I account contact

T0 / DAVID PRYOR (360) 902-5617 - Email: PRYD235@lni.wa.gov

Track this contractor ?

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training- Effective July 1, 2019

Exempt from this requirement.

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

Inspection results date

09/17/2021

Violations

Inspection no.

317965218

Location

2321 W 18th St

Port Angeles, WA 98363



**Sequim Library Temporary Location
Alterations and Improvements Project
Job Scope and Bidding Instructions**

November 2, 2023

The North Olympic Library System (NOLS) is soliciting bids from qualified Contractors (see Terms and Conditions below) to carryout alterations and improvements at the temporary Sequim Library site located at 609 W. Washington St., Unit 21, Sequim, WA.

Work to improve the temporary library space entails interior non-loading-bearing wall alterations, the upgrade of one restroom to Americans with Disabilities Act (ADA) 2010 Standards, removal and installation of electrical, internet and plumbing components, and related work. The scope of work also includes relocating exterior signage as described below.

Substantial completion of the scope of work described below is due Friday, February 2, 2024.

Appointments to view the space may be scheduled with Brian Phillips.

Bids will be accepted until 4:00 pm Wednesday, November 22, 2023.

Bids may be dropped-off, mailed or emailed to:

Brian Phillips

North Olympic Library System

2210 S. Peabody

Port Angeles, WA 98362

(360) 417-8500, ext. 7743

BPhillips@nols.org

Attachments:

1. Job Scope and Bidding Instructions
2. Floor Plan – Existing Site Plan and Demolition Plan
3. Floor Plan – New walls, Doors, Network, Plumbing, and Electrical Improvements
4. Floor Plan – Furniture and Shelving

The Job Scope is as follows:

Demolition Phase

1. Remove three walls as shown on Plan
 - a. Remove electrical outlet and wiring from office wall to nearest junction box
 - b. Remove interior window from office
2. Remove carpet and carpet adhesive from proposed new hallway and office areas
3. Remove cabinet from near front entrance as shown on Plan
 - a. Disconnect and remove electrical outlet in cabinet and pull wire back to junction in remaining cabinet (printer/copier cabinet)
4. Remove sink, sink cabinet, toilet and dispensers from proposed ADA restroom
5. Remove existing doorknobs from two restrooms
6. Remove shelving section from storage area as shown on the Plan
7. Remove utility sink and cap supply and drain pipes
8. Disconnect light fixture in proposed hallway from switch in office (hall light to remain ON all the time, i.e., with no switch)
9. Remove bars and plastic protective material from front windows and doors
10. Unless noted elsewhere or otherwise approved by NOLS, all items removed during demolition, including all demolition debris, are to be disposed of by the Contractor in compliance with WA State laws and regulations

Construction Phase

1. Hallway – provide accessible pathway to restrooms
 - a. Scrape, clean and polish floor where carpet has been removed
 - b. Construct new hallway/staff area wall as shown on Plan
 - i. new wall is 8' high
 - ii. install gypsum board on one side only of new wall between the staff area and the hallway – finished side facing the hallway (east)
 - iii. texture and paint wall surfaces to match adjacent existing walls
 - iv. paint wall surfaces
 - v. install wall base
 - c. Construct new hallway/office wall as shown on Plan
 - i. new wall is to office ceiling height
 - ii. install sound blocking insulation in new wall
 - iii. install gypsum board to both sides of new office wall
 - iv. texture and paint wall surfaces to match adjacent existing walls
 - v. install wall base
 - d. Install 35" wide door to staff area
 - i. hollow core door, no window
 - ii. trim – levers both sides, passage function

- e. Relocate ceiling light to center of hallway
 - f. Install directional LED exit/emergency light in hallway
2. Restroom Vestibule
- a. Construct new wall as shown on Plan between restroom vestibule and storage area
 - i. new wall is 8' high
 - ii. install gypsum board on one side of new wall facing restroom vestibule (east side)
 - iii. texture and paint finished side of new wall surfaces to match existing adjacent walls
 - iv. install wall base
 - b. Install 35" wide door in new wall to storage area
 - i. hollow core door (possibly reuse old hall door)
 - ii. trim - levers with passage function
 - c. Install wall mounted light above restroom doors, no switch/on all the time
3. ADA Restroom – create accessible restroom with appliances designed and installed to conform to ICC A117.1
- a. Install code compliant toilet
 - b. Install code compliant wall hung sink with lever handled faucet
 - c. Install horizontal and vertical grab bars as required by code
 - d. Install accessible restroom product dispensers
 - e. Install accessible door trim (levers) with privacy function
 - f. Install occupancy sensing motion activated light switch
4. Non-ADA Restroom
- a. Install accessible door handles (levers) with privacy function
 - b. Install occupancy sensing motion activated light switch
5. Utility Room
- a. Install sink as shown on Plan
6. Office
- a. scrape, clean and polish floor where carpet has been removed
 - b. install 35" half-light solid core door
 - i. trim – levers with classroom function (key locks/unlocks from outside office, always passage from inside office)
 - c. install data ports (x2) as shown on Plan
 - d. install network cables (x2) from internet connection point (see Plan) to new data ports (internet server and final connection provided by NOLS)

- e. install new light switch for two remaining ceiling fixtures (the third fixture will now be located in the new hallway)

7. Staff Workroom

- a. Install data ports (x4) for workstations
- b. Install data ports (x2) for check-in stations
- c. Install network cables from internet connection point (see Plan) to new workroom data ports (internet server and final connection provided by NOLS)
- d. Upgrade or replace delivery/emergency door to west exterior – include interior panic bar, exterior handle only (no lever or latch), unlocked from outside with key

8. Storage Area

- a. Upgrade or replace delivery/emergency door to south exterior – include interior panic bar, exterior handle only (no lever or latch), unlocked from outside with key

9. Public Services Area

- a. Install data ports (x2) for checkout desk
 - i. Provide and install utility pole for network cable and data ports as shown on Plan
- b. Install data ports (x2) for self-check desk
- c. Install data ports (x2) for public copier/printer
- d. Install data ports (x4) for public computers
- e. Install network cables from internet connection point (see Plan) to new public area data ports (internet server and final connection provided by NOLS)

10. Egress and Emergency Features

- a. Install panic device on front entrance, and west and south delivery/emergency exit doors
- b. Install ceiling or wall mounted exit signage and emergency lighting along pathway to emergency doors
- c. Install fire extinguishers as shown on Plan

11. Signage

- a. Remove existing exterior Sequim Library Sign from the Sequim Library building located at 630 North Sequim Avenue and re-install at the temporary library location

Add Alternates

- 1. Front door automated operator

Materials

1. All parts and materials supplied by Contractor shall be installed new unless approved for use by NOLS
2. All parts and materials supplied by Contractor shall meet industry standards for use in a commercial setting and be compliant with all applicable building codes and regulations, including:
 - a. Electrical conductors, breakers, junction boxes, conduit, fixtures, switches and related parts
 - b. Plumbing fixtures, pipes and related parts
 - c. Door trim, jambs and lock components
3. Network cables shall be CAT 6; data ports, utility poles and related parts shall meet industry standards
4. Lumber and drywall products shall meet industry standards for non-load bearing wall construction.
5. Paint for wall surfaces shall be low VOC acrylic latex interior paint in a satin finish.
6. Paint for metal door jambs shall be low VOC acrylic latex or oil-based interior paint in a semi-gloss finish.

Application of Paint and Wood Finish

1. Gypsum board wall surface seams shall be taped and sealed prior to application of wall texture.
2. Textured wall surfaces shall be primed prior to painting.
3. Apply two coats of paint to all surfaces. Apply paint so as to produce no visible streaks, drips and brush strokes. Where two coats of paint does not adequately cover primer undercoat from view, apply a third coat of paint until undercoat is no longer visible.
4. Use standard masking methods and materials to protect adjacent surfaces not to be textured and painted from overspray.
5. All work will be completed to industry standards in order to meet the intended purpose of wall partitions, restrooms, and network connections.

Site Preparation

1. NOLS shall provide Contractor reasonable access to job site during normal business hours. Contractor shall coordinate access at all other times with NOLS representatives.
2. Contractor shall coordinate storing materials on the job site with NOLS representatives.
3. Contractor shall provide and coordinate dust and noise control with the NOLS representatives.
4. Contractor shall protect carpeting, windows, ceiling, light fixtures, electrical outlets and service panels, and all other surfaces adjacent to construction work from texture overspray, paint drips and construction activities.
5. Contractor shall insure all work areas comply with OSHA/WISHA safety standards.

Submittals

1. Contractor will receive NOLS' approval for all paint color selections prior to applying paint to building.
2. All finish materials will be approved by NOLS prior to installation, including; wall base, paint, windows, doors, door trim and jambs.
3. All plumbing, electrical and network devices and fixtures including sinks, toilets, light switches, and exit signs shall be approved by NOLS prior to installation.

Terms and Conditions

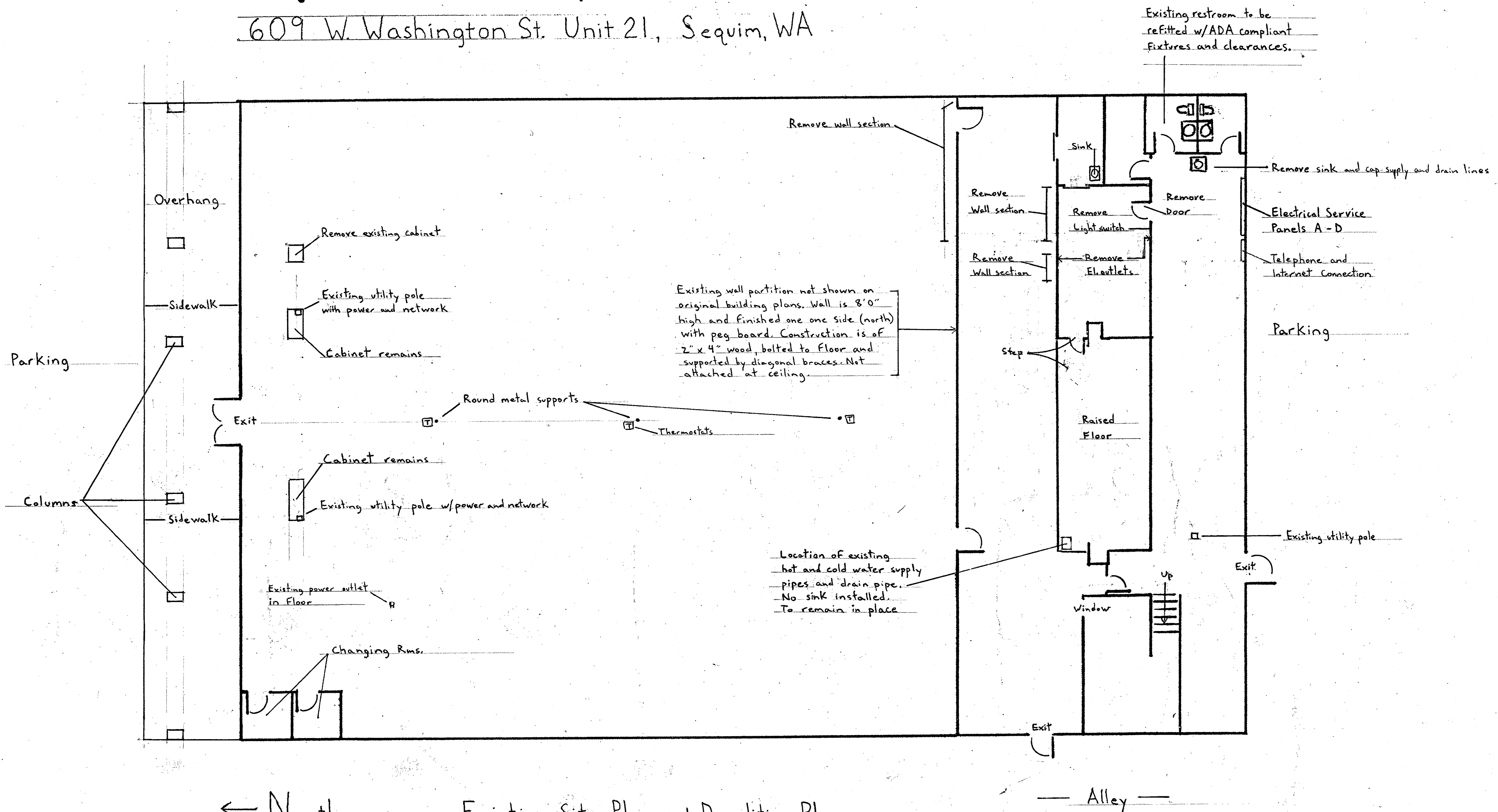
1. Bidder must be licensed, insured and bonded to perform the specified type of work in Washington State.
2. Bidder must sign an affidavit in accordance with RCW 39.04.350 (1 and 2), before award of a public works contract. A Bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The Bidder must:
 - a. At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
 - b. Have a current state unified business identifier (UBI) number;
 - c. If applicable, have:
 - ☐ Industrial insurance coverage for the Bidder's employees working in Washington as required in Title 51 RCW;
 - ☐ An employment security department number as required in Title 50 RCW;
 - ☐ A Washington State Department of Revenue excise tax registration number as required in Title 82 RCW;
 - d. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
 - e. For public works projects subject to the apprenticeship utilization requirements of RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under RCW 49.04 for the one-year period immediately preceding the first date of advertising for the project;
 - f. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW 49.46, 49.48, or 49.52;

- g. In accordance with RCW 39.06, a public works contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria and possesses an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.
- h. Providing the following information is MANDATORY in order to meet “Responsible Bidder” requirements. Failure to provide this information may disqualify your bid as being “Non-Responsive”. If your business is not required to have one of the following numbers, provide an explanation.
- ☐ State of Washington Contractor Registration No. UBI No.
 - ☐ Employment Security Department No.
 - ☐ State Excise Tax Registration No.
 - ☐ Is the payment of Worker’s Comp (Industrial Insurance) Premiums current? If your business does not have a Worker’s Comp account with the WA State Dept. of L&I, please explain why. [] Yes [] No (If No, you are not eligible to bid on this project) [] No Account – Explain why: Are you disqualified from bidding on public works projects in the State of Washington? [] Yes (If Yes, you are not eligible to bid on this project) [] No
3. Bidder must pay employees the current prevailing wage rate in Washington State for the type of work specified. At the Bidder’s expense, the Bidder must file with the State of Washington intent to pay prevailing wages prior to start of work and an affidavit of wages paid upon completion of work.
4. Bidder must include three references of comparable work with their bid. (Bidders who have performed comparable work for NOLS in the past three years may have this requirement waived by NOLS).

Contact Brian Phillips at bphillips@nols.org or 360-417-8500 x7743, with any questions.

Sequim Library: Temporary Location

609 W. Washington St. Unit 21, Sequim, WA



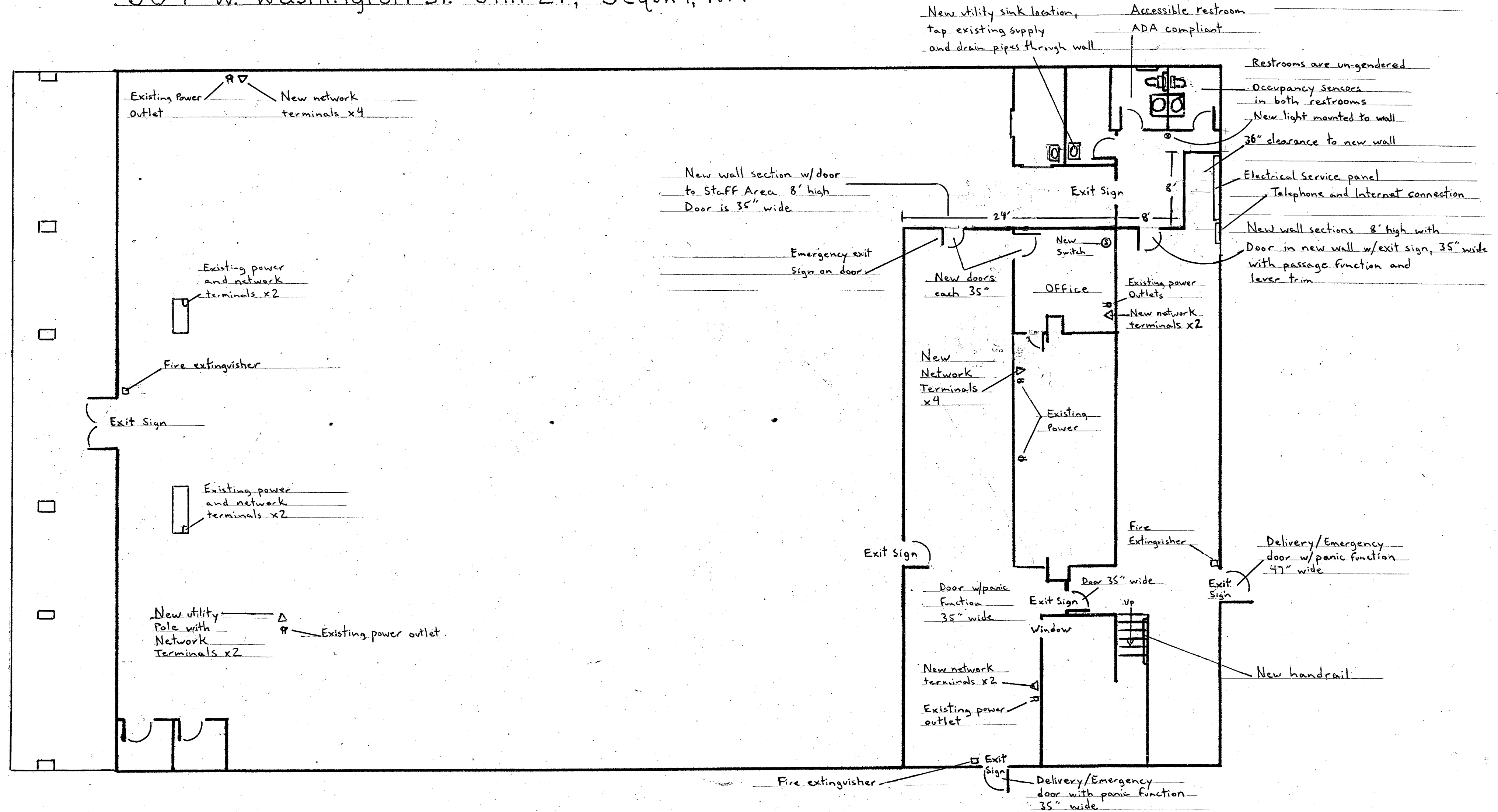
North Olympic Library System
 Brian Phillips Bphillips@nols.org
 360-417-8500 ex. 7743
 2210 Peabody St. Port Angeles, WA

Sheet
 1

Sequim Library: Temporary Location

609 W. Washington St. Unit 21, Sequim, WA

- Note: Accessible restroom to conform to ICCA117.1 code For:
- front and open-side clearance from water closet
 - accessible sink and faucet
 - grab bars (horizontal and vertical)
 - water closet seat height and lever
 - mirror height
 - dispenser locations
 - door handles (levers)
 - door width 36"



← North

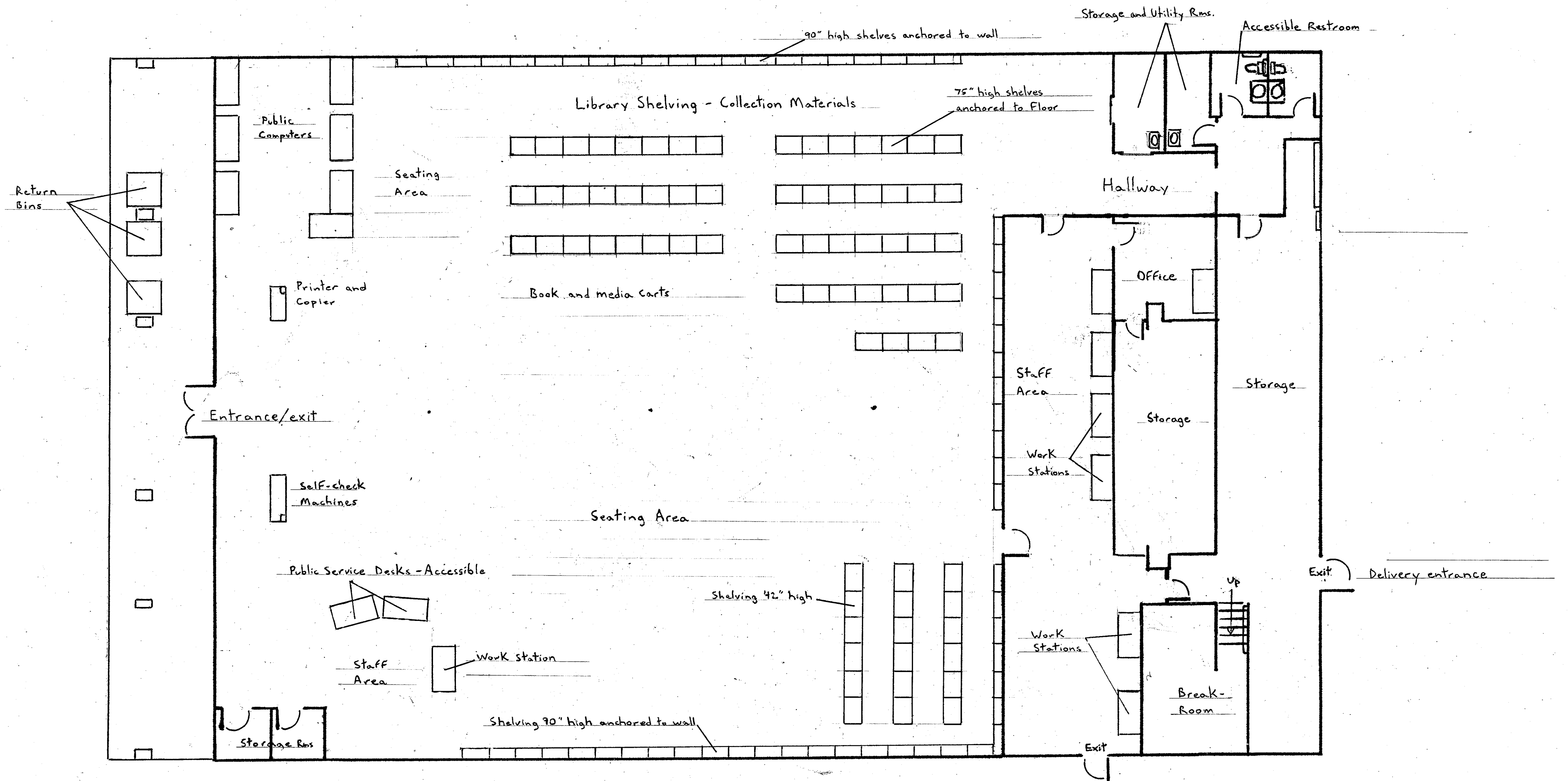
Plan - New walls, doors, network, plumbing and electrical improvements
Scale: 1/8" = 1'0"

North Olympic Library System
Brian Phillips Bphillips@nols.org
360-417-8500 ext. 7743
2210 S. Peabody St. Port Angeles, WA

Sheet
2

Sequim Library: Temporary Location

609 W. Washington St. Unit 21, Sequim, WA

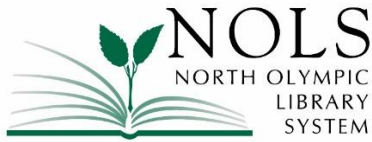


← North

Floor Plan - Furniture and Shelving
Scale: $\frac{1}{8}" = 1'0"$

North Olympic Library System
Brian Phillips Bphillips@nols.org
360-417-8500 ext. 7743
2210 S. Peabody St. Port Angeles, WA

Sheet
3



Sequim Library Temporary Location – Alterations and Improvements Project

Addendum 1

November 16, 2023

The following items are changes or clarifications to the Scope of Work issued November 2, 2023.

1. New wall sections may be finished with wall board or paneling instead of gypsum board. Wall finish substitutes must be used as intended by the manufacturer, meet all applicable code requirements and be approved by NOLS for use on the new wall.
2. Vinyl wainscoting or paneling may be used to repair the wall behind the sink and toilet in the ADA restroom once the original sink and toilet are removed.
3. Add a power outlet to the interior north east corner of the site to provide power to the public computers along the north wall. Power is available within approximately 10' of where it is needed on the north wall for computers.
4. The location of the new light switch for the office light is shown in the wrong location on the Plan. The location of the new switch is to the west of the office door.
5. Relocate ceiling mounted light in the Hallway to center of Hallway to make space for the top of the new Office/Hallway wall.
6. Exit signs – There are five existing exit signs. To the best of our knowledge at this time, one more is needed in the new Hallway for a total of six exit signs. The new sign in the Hallway will require power. Of the five existing exit signs, two need to be replaced (north entry into staff area and west emergency door). The remaining three do not require replacement or further work.
7. In the scope of work where it says to remove the existing carpet in the Hallway and Office (Construction Phase 1a), disregard the term "polish". The floor simply needs to be scraped and cleaned after carpet removal so that no adhesive residue remains which may cause a tripping hazard.

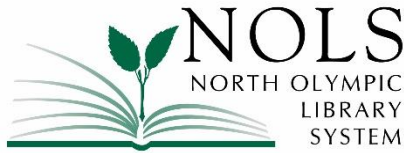
8. On the Plans, the term “network terminals” is used, though they are more correctly called data ports.
9. Any doors removed during demolition may be reused if they meet the code for accessibility where they are placed.
10. The utility sink removed during demolition may be reused if it fits the new utility sink location.
11. Fire extinguishers do NOT need to be provided by the contractor – NOLS will provide extinguishers.

Also Note:

- No further clarification is available at this time regarding the exact type of lock function needed for each door. Please make bid calculations based on items described in scope of work.

Please direct questions to:

Brian Phillips
Facilities Manager
bphillips@nols.org
360-670-2232
2210 S. Peabody St.
Port Angeles, WA 98362



Staff Report

Meeting Date: December 12, 2023
To: Library Board of Trustees
From: Noah Glaude, Executive Director
Subject: Approval of Olympic Moving & Storage Proposal to Relocate the Sequim Library

Attachments: Olympic Moving & Storage Proposal to Relocate the Sequim Library
Olympic Moving & Storage WA DES Master Contract
Olympic Moving & Storage WA DES Master Contract Price Chart

Topic/Issue:

Approval of a proposal from Olympic Moving & Storage to relocate materials, equipment and furniture from the current Sequim Library site to the temporary library location.

Background:

NOLS continues to move forward with the [Sequim Expansion and Renovation Project](#).

Based on the latest project timeline, construction bidding will start in mid-January 2024, allowing construction to start as early as late March 2024. During construction, the Sequim Branch Library will operate out of a temporary space at 609 West Washington Street in Sequim.

NOLS plans to start relocating the Sequim Library the week of March 11 and complete the relocation the week of March 25. The temporary Sequim Library location should be open to the public by April 1, 2024.

Discussion:

In order to minimize service disruptions to the public, NOLS wants to complete the relocation of the Sequim Library as quickly as possible. The Sequim Library Expansion and Renovation Project Team has determined that the most efficient way to achieve this goal is by hiring a professional company to move all materials (including the collection), equipment and furniture, and disassemble and reinstall all of the shelving units in the temporary space. Professional moving companies have the skilled staffing and specialized equipment to complete a relocation of the Sequim Library much more efficiently than what NOLS could achieve if tried to complete the project internally.

The Washington State Department of Enterprise Services has a statewide contract, [#01920](#), for intrastate office relocation services which may include the packaging and moving of complex furniture systems.

All of the vendors who are able to serve the Olympic Region under the Department of Enterprise Services contract were contacted about the Sequim Library relocation. Facilities Manager Brian Phillips, Sequim Branch Manager Emily Sly, and Executive Director Noah Glaude met with several vendors about the job selected Olympic Moving & Storage as the vendor that was the best fit for this job.

Olympic Moving & Storage has provided the attached proposal/quote to complete the Sequim Library relocation. NOLS needs to sign the proposal in order to book Olympic Moving & Storage services during the planned move dates in late March, 2024. Olympic Moving & Storage has notified NOLS that it has booked a large job with King County the month before the Sequim Library move, so they cannot start any earlier, and residential moves start to increase in the spring, so booking them sooner than later is in the Library's best interest.

Policy Considerations:

NOLS [Policy: 5.5 Purchasing Policy](#) states that approval of all contracts valued at \$25,000 or more must be approved by the Library Board of Trustees.

NOLS has had a Master Contract Usage Agreement (#K1592) with the Washington Department of Enterprise Services since 2013.

Fiscal Considerations:

Olympic Moving & Storage's estimate to relocate the Sequim Library is \$38,976. Actual cost will be based on actual about of labor, time and equipment needed to complete the relocation and the rates agreed to in the Department of Enterprise Services contract with Olympic Moving & Storage.

Funds from the Sequim Capital Project account will be used to pay for cost of temporarily relocated the Sequim Library, but the current estimated total project cost does not include the relocation costs. The Sequim Expansion and Renovation total project cost estimate will be updated once the Olympic Moving & Storage proposal is signed.

The Sequim Expansion and Renovation Project total project cost, including construction, furniture and equipment, permitting and taxes, architecture and engineering services, contingency, and additional consulting, is currently estimated to be \$9,319,530. As of November 2023, NOLS has raised \$5,530,572 for the project.

As discussed at the April 2023 Board of Trustees meeting, NOLS will pursue non-voted general tax obligation bonds to cover the remaining costs of the project, after a request for construction bids is complete.

In an effort to minimize the amount of debt NOLS takes on through general obligation bonds, the Library is continuing to work with community partners to conduct additional fundraising efforts to cover the additional costs of the Sequim Library Expansion and Renovation Project. Library staff are seeking additional grant opportunities and will continue to do so through construction of the project.

Recommendation:

That the Library Board of Trustees approve the proposal from Olympic Moving & Storage to relocate the Sequim Branch Library.



Proposal for Move Services

Professional Moving, Storage and Logistics Services

Date: August 6, 2023	Move Date: March 15-24 9AM ONSITE MOVE START TIMES
Olympic Moving and Storage	Name: Noah Glaude(253)732-3324 nglaude@nols.org
7010 150th St Sw #102	Company: North Olympic Library System - Sequim Library
Tacoma, WA 98439 (253)582-4656	Address: 630 N Sequim Ave Sequim, WA 98382
www.olympicmovers.net	Destination: 609 W Washington St #21 Sequim, WA 98382

SCOPE OF WORK:

Relocation of all FF&E from origin to destination, including knockdown & installation of all library shelving. Client will disconnect all IT and electrical, they will also pack all items into ecrates and load/unload all library contents onto library carts. Customer will also unmount all items from walls with the exception of shelving for books. Then they will label all items for move.

BINDING ESTIMATED COST

Description of Service	Count	U/M	Rate
North Olympic Library System - Sequim Library Relocation (see timeline/scope breakdown listed below for detail of move)	Please refer to the DES contract #01920		
IF PAID WITH CREDIT CARD - ADD 2.5% PROCESSING FEE (ESTIMATED \$ _974.40_ BASED ON ABOVE ESTIMATE)			Total: \$38,976.00

MOVE DETAILS - Origin & Destination are tractor trailer accessible they both are ground level (ALL TRUCKS NEED TO BE LIFTGATE/RAIL LIFT 24" WITH THE EXCEPTION OF THE 48' TRACTOR TRAILER). Move crew (12 men, 4 trucks - 3 days & 4 men, 2 trucks - 2 days) bring out 1-curb plate for destination, 6 door wedges, 4 sets of tools that include socket sets and drills. Move crew bring out 40-panel carts, 4-machine carts, 8-speed packs, 30-four wheelers, 4-rolls of shrink wrap, 1-50" tv carton, 50-parts bags, all new installation hardware for shelving at destination. Equipment delivery/pickup crew (2 men, 2 trucks - 2 days) bring out 28-computer bags, 28-monitor hoods, 4-rolls of same color labels, 110-library carts, 60-ecrates. When you pickup it will be 110- library carts & 60 ecrates. **Primary point of contact for move is Brian Phillips (360)670-2232, Alternate contact for the move is Emily Sly (360)775-6060**

Client responsible for packing of all contents into ecrates & boxes, clearly labeling all pieces for destination floor plans.

Full value coverage is included in this quote at a rate of \$12 per \$1000 in declared value.

Any damage claim must be filed the claims department within 60 days of delivery

Terms are net 30 with billing preapproval otherwise cash or check can be used on move day. Credit Card 7 days prior to move.

An informed client representative must be available at all times to answer questions and direct placement at origin & destination

Estimate based on unimpeded access to closest parking for loading/unloading

Pricing provided exclusively for this project including all applicable taxes and fees

Rental equipment is based on a weekly period, additional weeks may be added at the rate provided

There is a 1 hour minimum charge and there is a 4 hour minimum charge after 5 pm and on weekends

Quoted By:

David Qualls
davidq@olympicmovers.net
360-628-2452

SIGNATURE / Billing Authorization

DATE

Timeline / Scope Breakdown (Library downtime 1 week)

Friday 3/15 - 2 men, 2 trucks (1-53' tractor trailer & 1-24' truck) equipment delivery & drop 53' trailer at origin

Saturday thru Monday 3/16 thru 3/18 - client to load library carts & ecrates with content and library books, label items for destination, disconnect all IT & electrical and unmount all items from walls with the exception of library book shelving.

Monday 3/18 9AM- 4 men, 2 trucks - load trailer with full library carts & start knockdown of shelving

Tues thru Thursday 3/19 thru 3/21 9AM - 12 men, 4 trucks transportation of all Furniture, Fixtures & Equipment along with full knockdown/installation of library shelving

Friday 3/22 9AM- 4 men, 2 trucks - load trailer with empty carts and make any last minute move adjustments

Friday thru Sunday 3/22 thru 3/24 - client to unload library contents from ecrates & library carts, reconnect all IT & electrical & mount all items back to walls as necessary.

Sunday 3/24 9am - 2 men, 2 trucks (1- tractor & 1-24' truck) equipment pickup & pickup of 53' trailer



CUSTOMER RESPONSIBILITIES

Upon awarding the move, please contact your Relocation Consultant so scheduling may begin. Your representative will set up a meeting with you to discuss/confirm the following: Valuation coverage needs, Move pre-planning and scheduling, etc.

Payment Options

The two payment options available are 1) Billed charges after completion of the move this requires a (Credit Application and must be received and approved 7 business days prior to the move) and/or 2) Pre-payment of move quote via check or credit card and have that at least 7 business days prior to move date. Final charges will be based on the quote and any additional charges or refunds will be processed accordingly after the project is completed. Credit card charges will incur a 2.5% processing fee based on total bill.

 **Int.**

Notification of Changes

We do understand that last minute changes happen. We do ask for five working days notification if your move date needs to be changed/canceled due to us having reserved the manpower for your move once it has been booked. If changes need to be made closer than five working days from your move date, a cancellation fee up to the 50% of the original estimate could be imposed if we cannot fill the slot currently reserved with another move. If there is additional scope of work that needs to be completed from the original quote, there will be an addendum presented to you with that additional cost for time and materials.

 **Int.**

Packing & Preparation

Complete all packing including desks, credenzas, bookcases, supplies etc., except file rooms, libraries and artwork. Arrange with your vendors to have them prepare all copiers, computers, and other electronic equipment for moving. Make all necessary arrangements with buildings for elevator reservations, pass-down forms, keycards, loading dock reservation, etc.

 **Int.**

Labeling

Label all furniture, equipment, and cartons prior to the moving date.

Int.

New Space Floor Plans & Certificates of Insurance

Please provide us with up-to-date space floor plans. If it is required please present us with all the information needed to present you with a Certificate of Insurance of the building and or facility that you are moving into or out of.

Int.

Representative from Company

A representative from your company must be present during the entire move for liability reasons and to answer any questions or concerns.

Int.

Please sign below:

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Date _____



MASTER CONTRACT

No. 01920

OFFICE RELOCATION SERVICES

**REGION 4
CATEGORY A**

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

OLYMPIC MOVING AND STORAGE, INC

Dated March 31, 2021

MASTER CONTRACT

No. 01920

OFFICE RELOCATION SERVICES

REGION 4

CATEGORY A

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Olympic Moving and Storage, Inc, a Washington Profit Corporation ("Contractor") and is dated and effective as of March 31, 2021.

RECITALS

- A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for Office Relocation Services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. Pursuant to its statutory authority, Enterprise Services is establishing a Master Contract for Office Relocation Services that is designed to enable eligible purchasers to procure specified office relocation services from the awarded Contractor in a cost-effective, efficient manner using the terms and conditions of the Master Contract.
- C. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 01920 dated January 6, 2021.
- D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder.
- E. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- F. The purpose of this Master Contract is to enable eligible purchasers to purchase Office Relocation Services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. TERM.** The term of this Master Contract shall be March 31, 2021 and ending February 28, 2027.
- 2. ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities ("Purchaser"):
 - 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.

- 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education in Washington:
- State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
- 2.3. MCUA PARTIES. Any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to provide only those Office Relocation Services set forth herein for the prices set forth in *Exhibit A – Prices*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any Office Relocation Services beyond those set forth in *Exhibit A – Prices*.
- 3.2. STATE'S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Office Relocation Services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.
- 3.3. ECONOMIC ADJUSTMENT. The Contract Prices set forth herein are firm and fixed for two (2) years from the effective date of this Master Contract. Beginning twenty four (24) months after the effective date of this Master Contract and for every biennial anniversary thereafter, Contractor may request a biennial price adjustment. Requests for price adjustments must be made in writing and be received at least thirty (30) days prior to the adjustment date (the annual anniversary of the effective date of the Master Contract). In the event Contractor fails to timely request a price adjustment, Enterprise Services, at its sole discretion, may allow an untimely adjustment; *Provided*, however, that such adjustment will not be effective for any time prior to Enterprise Services' price adjustment. Price adjustments will be made in accordance with the percentage change in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Produce Price Index (PPI), Commodity Group Commercial and Other Goods Moving Services Item Code PCU48421048421022 for Used household and office goods moving. The percentage difference between the PPI issued at the effective date of the Master Contract, and the PPI issued on March 1, 2023 will determine the maximum allowable adjustment of original contract prices. Thereafter the percentage difference between the PPI

issued on March 1, 2023 and the PPI issued on March 1, 2025 will determine the maximum allowable adjustment of contract prices. No retroactive contract price adjustments will be allowed. The economic adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$

Only final PPI data will be used to adjust contract pricing. This Master Contract will use seasonally unadjusted indexes. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used.

- 3.4. **PRICE CEILING.** Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Office Relocation Services at no greater than the prices set forth in *Exhibit A – Prices* (subject to economic adjustment as set forth herein).
- 3.5. **MASTER CONTRACT INFORMATION.** Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.
- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
 - 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
 - 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
 - 4.3. **PERFORMANCE & DELIVERY OF SERVICES.** Contractor represents and warrants that in performing this Master Contract, Contractor shall:
 - (a) Perform its obligations in a timely, professional, and workmanlike manner consistent with standards in the profession;
 - (b) Meet or exceed the performance and operational standards and specifications in this Master Contract;
 - (c) Provide all contractual requirements in good quality with no material defects;
 - (d) Not interfere with the State's operations;
 - (e) Obtain and maintain all necessary licenses, permits, or other authorizations necessary for the performance of the Master Contract;
 - (f) Cooperate with the State and any third party to achieve the objectives of the Master Contract;

- (g) Return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Master Contract;
- (h) Comply with all State physical and IT security policies and standards which will be made available upon request;
- (i) Comply with all State fire, access, safety, and other security requirements while on State premises; and
- (j) Provide the State priority in performance of this Master Contract except as mandated by federal disaster response requirements.

Notwithstanding any provision to the contrary, any breach under this paragraph is considered a material breach.

- 4.4. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- 4.5. PAY EQUALITY. Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Master Contract.
- 4.6. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

- 4.7. SMALL BUSINESS. Contractor represents and warrants, as previously certified in Contractor's Bidder Certification, that Contractor qualifies as a Washington Small Business pursuant to RCW 39.26.010.
- 4.8. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 4.9. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.10. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.11. MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Office Relocation Services or suggesting that such Office Relocation Services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.12. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Office Relocation Services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchase Order"). All order documents must reference the Master Contract number. The terms of this Master Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Master Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Master Contract.
- 5.2. PLANNING. Contractor will accept full responsibility for all planning, implementation, control, and completed performance for any and all moves requested by the Purchaser under the Purchase Order. This requires that the Contractor reserve and hold in readiness, sufficient personnel and equipment to perform each segment of an entire move on dates scheduled. Contractor must notify the Purchaser if they intend to utilize a subcontractor prior to the

execution of each move. Contractor may only utilize subcontractors for Furniture Technician, Carpenter and Electrician labor categories as identified on the list maintained on Enterprise Services' Master Contract webpage. Contractor shall cause any such subcontractor to comply with all applicable requirements set forth herein. Contractor must perform an on-site project assessment at Purchaser's request. Contractor will respond within two (2) business days to schedule the site visit. There will be no charge for conducting a site visit. Contractor must provide a written cost estimate within two (2) business days following the site visit. There will be no charge for providing a cost estimate. Cost estimates sheet must include at minimum, number and type of crew members required to complete the project, hourly wage, cost for any additional equipment/tools/materials if needed, truck size/rate, and estimated time.

- 5.3. EQUIPMENT AND MATERIALS. Contractor must provide any special equipment and tools required to conduct the move according to the prices and rates identified in *Exhibit A – Prices*. Contractor must provide the following materials necessary to perform the Office Relocation Services at no extra charge:

- Tags, seals, diagrams or any items associated with move identification coding
- Dollies (hard rubber wheels maintained free of grease and dirt)
- Rolling Racks/Bins
- Personal Computer transporters
- Rigging equipment
- Ramps of various sizes
- Wall/corner protective materials/pads

- 5.4. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Office Relocation Services purchased under this Master Contract are subject to Purchaser's reasonable inspection and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of Office Relocation Services that are not in accordance with this Master Contract and Purchaser's Purchase Order. If there are any apparent defects in the goods or services at the time of delivery, Purchaser promptly will notify Contractor.

- 5.5. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, and other security requirements. Contractor's representatives are required to check with the Purchaser's designated representative for permission and/or direction to accomplish all work.

- 5.6. CONTRACTOR'S PERSONNEL. Contractor's personnel providing services under this Master Contract shall be in permanent employment status. Upon Purchaser's request, Contractor's personnel assigned to a move must be listed on a roster by name and submitted to respective Purchaser's representative prior to the beginning of each move. Purchaser representative reserves the right to reject and bar from the facility any Contractor's employee. Contractor's employees might have to pass a security background check before providing Office Relocation Services for certain Purchasers and provide results of the background check upon Purchaser's request. All Contractor's employees who provide such services at Department of Corrections (DOC) facilities must pass a security background check to be cleared for access to a DOC facility. Contractor shall submit required personnel information with adequate time for completion of a security background clearance, generally five (5) business days ahead of a scheduled site visit. Some DOC facilities may require security clearance to be updated every

90 days. Contractors' employees who provide service at a DOC facility may be required to attend a security briefing before working inside a facility for the first time. The briefing will cover tool control, key control, association with offenders, staff escorts, use of cell phones, pagers, cameras, tobacco products, alcohol, and weapons.

- 5.7. TREATMENT OF ASSETS. All furniture, equipment and records must be protected against theft, loss, or damage, including inclement weather conditions, during loading and unloading. As applicable, Contractor will take appropriate measures to protect the entranceways, corners, walls, stairwells, elevators and grounds. Select equipment and records may be designated "security items" by the Purchaser. Contractor must specifically identify such designated items and take appropriate measures to protect and preserve such property to comply with the reasonable requests of the Purchaser. If any Purchaser property is lost, destroyed, or damaged, Contractor immediately shall notify Purchaser and shall take all reasonable steps to protect the property from further damage. Contractor shall be responsible for damages as a result of any loss or damage to property of Purchaser which results through no fault of the Purchaser, and the Purchaser has the right to withhold monies from the Contractor equivalent to the costs of the loss or damage sustained until the damaged property is restored, at Contractor's expense, to its pre-move condition either by repair or replacement. Any damaged or lost property will be at current replacement value. The Purchaser will not be liable for any deductible through any claim.
- 5.8. SERVICES PERFORMANCE. Contractor shall:
- (a) Provide sufficient staff of supervisory and labor personnel required to perform all phases of the move in and orderly, timely, and efficient manner. The supervisor shall remain onsite during the entire duration of the move and will be answerable to the Purchaser for all facets of job progression.
 - (b) Ensure drivers are licensed to operate the class, weight and size of vehicle to which the driver is assigned.
 - (c) Ensure trucks used to transfer furniture, equipment, and records are enclosed and labeled with the Contractor's logo.
- 5.9. OVERNIGHT STORAGE. CONTRACTOR WILL PROVIDE THE OPTION FOR OVERNIGHT STORAGE ON THE TRUCK UP TO A maximum of three (3) nights. At Purchaser's request, Contractor will provide a secured location to park the truck for overnight storage. Purchaser may elect to have the truck parked overnight on-site at Purchaser's location. Contractor will ensure the truck is in the condition to protect contents being stored from inclement weather conditions.

6. INVOICING & PAYMENT.

- 6.1. CONTRACTOR INVOICE. Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
- (a) Master Contract No. 01920
 - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
 - (c) Contractor's Federal Tax Identification Number
 - (d) Date(s) of delivery
 - (e) Invoice amount; and

- (f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein. Contractor will only be paid for hours actually worked. Purchaser's representative must be provided with work logs and certified payroll records for all Contractor's personnel engaged in any move upon request by the Purchaser. Contractor shall provide Purchaser with invoices for the Office Relocation Services that breakdown the total cost into the number of hours per labor element, number of crew members, and charges for materials and equipment in accordance with the rates as set forth in *Exhibit A – Prices*. Upon Purchaser's request Contractor has to provide its supplier invoices to verify cost and/or rental fees paid for supplies and equipment rentals.

- 6.2. **PAYMENT.** Hourly rate will be paid to the Contractor from the time of check-in to the Purchaser's location and end at Purchaser's final destination at completion and acceptance of services rendered. Contractors may charge Purchasers up to 1 hour of Driver Labor Rate plus Truck Hourly Rate for travel time from Contractor's site to Purchaser's site. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 6.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 6.4. **NO ADVANCE PAYMENT.** No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.
- 6.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, payment processing.
- 6.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Office Relocation Services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

- 7.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Danny Pratt
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-8135
Email: Danny.Pratt@des.wa.gov

Contractor

Attn: JILL IHLY
OLYMPIC MOVING + STG
935 POPLAR ST SE
OLYMPIA, WA 98501
Tel: (360) 701-5234
Email: jilli@olympicmovers.net

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 7.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.
- 7.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: JILL IHLY
935 POPLAR ST SE
OLYMPIA, WA 98501
Email: jilli@olympicmovers.net

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

- 8.1. MASTER CONTRACT SALES REPORTING. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.
- (a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
 - (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact

information for all authorized Purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.

- (c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

- 8.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .015.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract suspension or termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and

reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

- 8.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by Microsoft (MS) Excel.

9. RECORDS RETENTION & AUDITS.

- 9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable vendor management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

10. INSURANCE.

- 10.1. REQUIRED INSURANCE. During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit B – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for goods/services and no additional payment shall be made.

- 10.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. CLAIMS.

- 11.1. **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
- 11.2. **THIRD-PARTY CLAIMS; INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

- 12. DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

13. SUSPENSION & TERMINATION; REMEDIES.

- 13.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers

survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

13.2. DEFAULT. Each of the following events shall constitute default of this Master Contract by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay vendor management fees when due;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

13.3. REMEDIES FOR DEFAULT.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Office Relocation Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

13.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.

13.5. GOVERNMENTAL TERMINATION.

- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for Office Relocation Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- (b) Termination for Public Convenience. Enterprise Services, for public convenience, may terminate this Master Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Office Relocation Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such

termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

- 13.6. **TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Office Relocation Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

14. GENERAL PROVISIONS.

- 14.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Master Contract.
- 14.2. **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable law.
- 14.3. **INTEGRATED AGREEMENT.** This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 14.4. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 14.5. **AUTHORITY.** Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 14.6. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 14.7. **ASSIGNMENT.** Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 14.8. **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

- 14.9. PUBLIC INFORMATION. This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.
- 14.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Office Relocation Services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 14.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Office Relocation Services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 14.12. SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 14.13. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 14.14. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 14.15. GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 14.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 14.17. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and

costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.


- 14.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 14.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 14.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 14.21. **CAPTIONS & HEADINGS.** The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 14.22. **ELECTRONIC SIGNATURES.** A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
- 14.23. **COUNTERPARTS.** This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: Elena McGrew
Elena McGrew
Its: Acting Enterprise Procurement Manager

OLYMPIC MOVING AND STORAGE, INC.,
a Washington Profit Corporation

By: 
Type Name
Title JULIAN IHLY
EXECUTIVE VICE PRESIDENT

PRICES FOR GOODS/SERVICES

Category A – All-inclusive moving services to include overnight storage and services required for the assembling/disassembling of complex furniture and office systems.

Region 4 Olympic	(Kitsap, Clallam, Jefferson, Grays Harbor, Mason)
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Permanent Employee: refers to an employee who works for and paid directly by the company, including any benefits provided by the company. Permanent employees do not have a predetermined end date to employment.

Medium Truck: refers to any truck with a box length of 14-17 feet (650-850 cubic feet)

Large Truck: refers to any truck with a box length of 18-24 feet (900-1400 cubic feet)

Overnight storage rate must include up to a 24 hour maximum.

Prevailing wage is only applicable to Category A. If cost indicates 150% markup over the prevailing wage, and the current prevailing wage is \$20/hr, the Contractor will be able to charge no more than \$50/hr for services under the resulting contract. All labor categories are for journey level workers.

Contractors may charge Purchasers up to 1 hour of Driver Labor Rate plus Truck Hourly Rate for travel time from Contractor's site to Purchaser's site per section 6.2. Any incurred travel related expenses such as parking fees, tolls, ferry fares, or similar, are to be reimbursed by Purchaser at the direct cost incurred by Contractor. Contractors will be required to provide all the receipts for such incurred expenses in order to get reimbursed.

CATEGORY A - RELOCATION SERVICES	PERMANENT EMPLOYEE LABOR HOURLY RATES (During Business Hours)					PERMANENT EMPLOYEE LABOR HOURLY RATES (After Hours/Weekends)					TRUCK HOURLY RATES (not including driver)		TRUCK OVERNIGHT STORAGE		PREVAILING WAGE LABOR RATES	
	Helper (Mover) Hourly Rate	Packer Hourly Rate	Furniture Technician Hourly Rate	Supervisor Hourly Rate	Driver Hourly Rate	Helper (Mover) Hourly Rate	Packer Hourly Rate	Furniture Technician Hourly Rate	Supervisor Hourly Rate	Driver Hourly Rate	Medium Capacity Truck Hourly Rate	Large Capacity Truck Hourly Rate	Medium Capacity Truck 24 hr. Rate	Large Capacity Truck 24 hr. Rate	Carpenter Prevailing Wage Percent Markup	Electrician Prevailing Wage Percent Markup
Region #4 - Olympic (Vash, Clallam, Jefferson, Grays Harbor, Mason)	\$65.00	\$65.00	\$70.00	\$75.00	\$85.00	\$80.00	\$80.00	\$85.00	\$95.00	\$95.00	\$30.00	\$30.00	\$125.00	\$125.00	50.0%	60.0%

Packing Material and Supply Price List		
Item Description	UOM	Price
1.5 Cubic Foot Carton	Each	\$ 1.75
3.0 Cubic Foot Carton	Each	\$ 2.50
4.5 Cubic Foot Carton	Each	\$ 3.25
Bubble Wrap	Foot	\$ 1.00
Shrink Wrap	Roll	\$ 25.00

Additional Items/Equipment Percent Markup	
	% Markup
Additional Packing Material/Supplies (items not included above)	35%
Specialty Equipment/Tools	20%

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - d. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** 'Symbol 1' commercial automobile liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per accident shall not be less than \$1,000,000.
 - e. **CRIME INSURANCE/EMPLOYEE DISHONESTY.** Employee dishonesty and (when applicable) inside/outside money and securities, including computer fraud coverages for State of Washington and/or Purchaser-owned property in the care, custody, and control of Contractor. Coverage limits shall not be less than \$250,000 per occurrence and \$1,000,000 general aggregate.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

3. **ADDITIONAL INSURED.** Commercial General Liability and Commercial Automobile Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Master Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Master Contract Insurance Certificate
Master Contract No. 01920 – Office Relocation Services
Attn: Danny Pratt
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-141

Email: Danny.Pratt@des.wa.gov

Note: For Email notice, the Email Subject line must state:

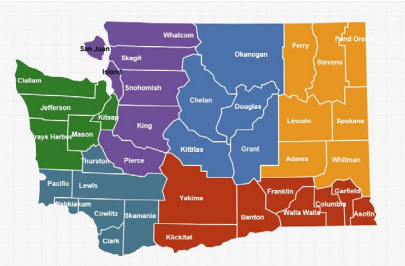
**Master Contract Insurance Certificate – Master Contract No. 01920 –
Office Relocation Services**

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.
9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Master Contract.

Category A – All-inclusive moving services to include overnight storage and services required for the assembling/disassembling of complex furniture and office systems.

Region 1 Eastern	Ferry, Stevens, Pend Oreille, Lincoln, Spokane, Adams, Whitman
Region 2 North Central	Okanogan, Chelan, Douglas, Kittitas, Grant
Region 3 Northwest	Pierce, King, San Juan, Skagit, Snohomish, Whatcom, Island counties
Region 4 Olympic	Kitsap, Clallam, Jefferson, Grays Harbor, Mason
Region 5 South Central	Yakima, Klickitat, Benton, Franklin, Walla Walla, Columbia, Garfield, Asotin
Region 6 Southwest	Thurston, Lewis, Pacific, Wahkiakum, Cowlitz, Clark, Skamania



Permanent Employee Labor Hourly Rates:
Permanent Employee: refers to an employee who works for and paid directly by the company, including any benefits provided by the company. Permanent employees do not have a predetermined end date to employment.

Truck Hourly Rates:
Medium Truck: refers to any truck with a box length of 14-17 feet (650-850 cubic feet)
Large Truck: refers to any truck with a box length of 18-24 feet (900-1400 cubic feet)

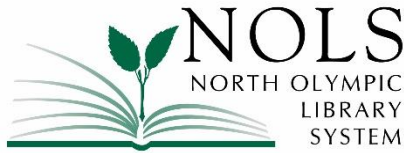
Travel Time and Expenses:
Contractors may charge Purchasers up to 1 hour of Driver Labor Rate plus Truck Hourly Rate for travel time from Contractor's site to Purchaser's site. Any incurred travel related expenses such as parking fees, tolls, ferry fares, or similar, are to be reimbursed by Purchaser at the direct cost incurred by Contractor. Contractors will be required to provide all the receipts for such incurred expenses in order to get reimbursed.

CATEGORY A - RELOCATION SERVICES	PERMANENT EMPLOYEE LABOR HOURLY RATES (During Business Hours)					PERMANENT EMPLOYEE LABOR HOURLY RATES (After-Hours/Weekends)					TRUCK HOURLY RATES (not including driver)		TRUCK OVERNIGHT STORAGE		PREVAILING WAGE LABOR RATES	
	Helper (Mover) Hourly Rate	Packer Hourly Rate	Furniture Technician Hourly Rate	Supervisor Hourly Rate	Driver Hourly Rate	Helper (Mover) Hourly Rate	Packer Hourly Rate	Furniture Technician Hourly Rate	Supervisor Hourly Rate	Driver Hourly Rate	Medium Capacity Truck Hourly Rate	Large Capacity Truck Hourly Rate	Medium Capacity Truck 24 hr. Rate	Large Capacity Truck 24 hr. Rate	Carpenter Prevailing Wage Percent Markup	Electrician Prevailing Wage Percent Markup
Region #4 - Olympic (Kitsap, Clallam, Jefferson, Grays Harbor, Mason)	\$65.00	\$65.00	\$70.00	\$75.00	\$85.00	\$80.00	\$80.00	\$85.00	\$95.00	\$95.00	\$30.00	\$30.00	\$125.00	\$125.00	50.0%	50.0%

CATEGORY B - MOVING SERVICES ONLY	PERMANENT EMPLOYEE LABOR HOURLY RATES (During Business Hours)				PERMANENT EMPLOYEE LABOR HOURLY RATES (After-Hours/Weekends)				TRUCK HOURLY RATES (not including driver)		TRUCK OVERNIGHT STORAGE	
	Helper (Mover) Hourly Rate	Packer Hourly Rate	Supervisor Hourly Rate	Driver Hourly Rate	Helper (Mover) Hourly Rate	Packer Hourly Rate	Supervisor Hourly Rate	Driver Hourly Rate	Medium Capacity Truck Hourly Rate	Large Capacity Truck Hourly Rate	Medium Capacity Truck 24 hr. Rate	Large Capacity Truck 24 hr. Rate
Region #4 - Olympic (Kitsap, Clallam, Jefferson, Grays Harbor, Mason)	\$65.00	\$65.00	\$75.00	\$85.00	\$80.00	\$80.00	\$95.00	\$95.00	\$30.00	\$30.00	\$125.00	\$125.00

Packing Material and Supply Price List		
Item Description	UOM	Price
1.5 Cubic Foot Carton	Each	\$ 1.75
3.0 Cubic Foot Carton	Each	\$ 2.50
4.5 Cubic Foot Carton	Each	\$ 3.25
Bubble Wrap	Foot	\$ 1.00
Shrink Wrap	Roll	\$ 25.00

Additional Items/Equipment Percent Markup	
	% Markup
Additional Packing Material/Supplies (items not included above)	35%
Specialty Equipment/Tools	20%



Staff Report

Meeting Date: December 12, 2023
To: Library Board of Trustees
From: Noah Glaude, Executive Director
Subject: Approval of Resolutions Authorizing the Recognition of Gifts and Naming of Spaces in the Expanded and Renovated Sequim Library

Attachments: Resolution 23-12-05
Resolution 23-12-06
Resolution 23-12-07

Topic/Issue:

Approval of Resolutions 23-12-05, 23-12-06 and 23-12-07, Authorizing the Recognition of Gifts and Naming of Spaces in the Expanded and Renovated Sequim Library.

Background:

NOLS is currently working to complete the [Sequim Library Expansion and Renovation Project](#).

NOLS wishes to recognize and encourage contributions to the Sequim Library Expansion and Renovation Project. In addition to listing donors on-site, rooms, spaces and features at the Sequim Library can be named for individuals making significant contributions to the renovation project. Based on estimated room/space/feature sizes, the amount of use expected, and how often the name of that room/space/feature would likely be used publically, the NOLS Board of Trustees approved the following plan in June 2022:

All gifts that total \$250 or more will be recognized on a custom-designed donor wall near the entrance of the library. Donors who pledge at least \$25/month for one year will be designated as a "sustaining donor." Larger donations will be further distinguished by the following levels:

\$250	Lavender
\$1,000	Salmon
\$2,500	Elk
\$5,000	Cedar
\$10,000	Eagle
\$25,000+	Olympic

Certain areas inside and outside the Sequim Branch Library are also available as named gift opportunities. These will be designated with special plaques near the areas themselves. They are:

- Activity & Meeting Room - \$500,000
- Children's Area - \$200,000
- Outdoor Stage - \$200,000
- Outdoor Play Area - \$150,000
- Conference Room - \$150,000
- Reading Area - \$100,000
- LEED Silver Certification - \$75,000
- Teen Area - \$75,000
- Study Room - \$50,000

Discussion:

In January 2023, the Benjamin N. Phillips Memorial Fund awarded NOLS an \$80,000 grant for the Sequim Library Expansion and Renovation Project. The Fund's administrator at that time, Claire Bishop, recommended that the grant be associated with the Sequim Library's effort to become LEED Silver Certified. NOLS proposes placing a plaque outside the entrance of the new Sequim Library recognizing the Benjamin N. Phillips Memorial Fund for its support achieving LEED Silver Certification. The Seattle Foundation, who administers the Benjamin N. Phillips Fund, has approved of this plan.

When Dorothy Deland died in 2021, she named the Sequim Library as a beneficiary of her trust. In March 2022, NOLS received \$186,648 from the Deland Family Trust. In March 2023, NOLS received a final payment from the Deland Family Trust, \$25,349, bringing the total donated from the Deland Family Trust for the Sequim Library Expansion and Renovation Project to \$211,967.

Noah Glaude had discussions with Dorothy's family and the Trust's attorney about how to recognize Dorothy's generous support of the Sequim Library. Naming the Outdoor Play Area and planting a tree in the space in memory of Dorothy was a plan that all parties agreed would work well. Lorna Sisk (Dorothy's daughter) and Devon Kiker (Dorothy's granddaughter), who are the two Trustees of the Deland Family Trust, are especially excited about this plan. They shared that Dorothy Deland was a kindergarten teacher for over 30 years and an avid gardener. Devon Kiker has also shared a photo of Dorothy that can be used on a plaque dedicating the Outdoor Play Area to her.

In July 2023, the Friends of Sequim Library donated \$150,000 to the Sequim Library Expansion and Renovation Project. Additionally, the Friends of Sequim Library donated \$25,000 in 2022 and \$25,000 in 2023 to support programming at the Sequim Library. The Friends of Sequim Library have asked to have the Children's Area be named in their honor in recognition of their donation.

Policy Considerations:

[Policy 5.17 - Naming and Recognition](#) and Policy [5.13 – Gifts and Donations](#) must be followed.

The Board's Sequim Library Expansion and Renovation committee members, along with the NOLS staff project members approve of these naming and recognition recommendations. If the Board approves the resolutions, NOLS administration will send agreements to each individual or organization.

Recommendation: That the Library Board of Trustees:

- Approve Resolution 23-12-05 authorizing the Benjamin N. Phillips Memorial Fund be recognized for its donation in support of the Sequim Library's LEED Silver Certification;
- Approve Resolution 23-12-06 authorizing the Outdoor Play Area at the Sequim Library be named for Dorothy Deland;
- Approve Resolution 23-12-07 authorizing the Children's Area in the Sequim Library be named for the Friends of Sequim Library.



Resolution 23-12-05

Library Board of Trustees
North Olympic Library System

Authorizing the Recognition of the Benjamin N. Phillip Memorial Fund at the Sequim Branch Library

Whereas, the North Olympic Library System wishes to recognize contributions to the Sequim Library Expansion and Renovation Project; and

Whereas, in June 2022, the Board of Trustees developed naming opportunities in the expanded and renovated Sequim Library to recognize gifts at specific thresholds; and

Whereas, in January 2023, the Benjamin N. Phillips Memorial Fund awarded NOLS an \$80,000 for the Sequim Library Expansion and Renovation Project; and

Whereas, the administrator of the Benjamin N. Phillips Memorial Fund have asked that their funding support the Sequim Library's effort to become LEED Silver Certified;

Whereas, NOLS staff have recommended that recognition of the Benjamin N. Phillips Memorial Fund be placed near the Sequim Library's entrance, along with information about the building be LEED Silver Certification.

Now therefore be it resolved: The LEED Silver Certification at the renovated Sequim Branch Library will be recognized as being made possible thanks to the support of the Benjamin N. Phillips Memorial Fund.

Passed by the Board of Trustees of the North Olympic Library System at the special meeting held this day of December 12, 2023.

Chair

Trustee

Trustee

Trustee

Trustee

Attested by:

Secretary to the Board



Resolution 23-12-06

Library Board of Trustees
North Olympic Library System

Authorizing the Recognition of Dorothy Deland at the Sequim Branch Library

Whereas, the North Olympic Library System wishes to recognize contributions to the Sequim Library Expansion and Renovation Project; and

Whereas, in June 2022, the Board of Trustees developed naming opportunities in the expanded and renovated Sequim Library to recognize gifts at specific thresholds; and

Whereas, Dorothy Deland named the Sequim Library as a beneficiary of her trust before she passed away in 2021; and

Whereas, in 2022 and 2023, the Deland Family Trust gifted the Sequim Library a total of \$211,967 for the Sequim Library Expansion and Renovation Project; and

Whereas, the trustees of Deland Family Trust, Lorna Sisk and Devon Kiker, Dorothy's daughter and granddaughter, believe naming the Outdoor Play Area at the renovated Sequim Library after Dorothy Deland, and planting a tree in the space in her memory, would be a great way to honor her memory;

Now therefore be it resolved: The Outdoor Play Area at the renovated Sequim Branch Library will be named for Dorothy Deland and a tree will be planted on the Sequim Branch Library property in memory of Dorothy Deland.

Passed by the Board of Trustees of the North Olympic Library System at the special meeting held this day of December 12, 2023.

Chair

Trustee

Trustee

Trustee

Trustee

Attested by:

Secretary to the Board



Resolution 23-12-07

Library Board of Trustees
North Olympic Library System

Authorizing the Recognition of Dorothy Deland at the Sequim Branch Library

Whereas, the North Olympic Library System wishes to recognize contributions to the Sequim Library Expansion and Renovation Project; and

Whereas, in June 2022, the Board of Trustees developed naming opportunities in the expanded and renovated Sequim Library to recognize gifts at specific thresholds; and

Whereas, in July 2023, the Friends of Sequim Library donated \$150,000 to the Sequim Library Expansion and Renovation Project; and

Whereas, in 2022 and 2023, the Friends of Sequim Library donated \$50,000 towards programming and services at the Sequim Library, just as they have generously supported the Sequim Library for decades previously; and

Whereas, the Friends of Sequim Library Board has requested the Children's Area in the renovated Sequim Library be named in recognition of their donation.

Now therefore be it resolved: The Children's Area at the renovated Sequim Branch Library will be named for the Friends of Sequim Library.

Passed by the Board of Trustees of the North Olympic Library System at the special meeting held this day of December 12, 2023.

Chair

Trustee

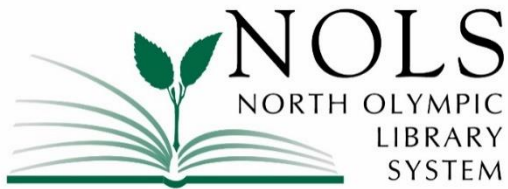
Trustee

Trustee

Trustee

Attested by:

Secretary to the Board



Staff Report

Meeting Date: December 12, 2023
To: Library Board of Trustees
From: Erin Shield, Collection Services Manager
Subject: Approval of Baker & Taylor Contract to be Primary Collection Materials Vendor

Attachments: Contract between Baker & Taylor and NOLS
Baker & Taylor Response to NOLS RFQ
Baker & Taylor Response to NOLS RFQ Attachments

Topic/Issue:

Approval of the Baker & Taylor contract stating the company will be NOLS' primary collection materials vendor from January 2024 through December 2026.

Background:

NOLS [Policy 5.5 – Purchasing](#) states that:

“The purchase of library materials is complex, involving not only negotiated discounts on purchase prices for different types of materials, but also the vendor's inventory, ability to satisfy orders in a timely manner, ability to accommodate NOLS' electronic ordering and database needs, etc. NOLS recognizes that it is not cost-effective, nor is it conducive to developing effective working relationships with vendors, to go through an annual RFP process. However, assure the prudent expenditure of NOLS' materials budget, an RFP process, as described above, will be conducted at least every three years.”

On November 1, 2023, NOLS issued a [Request for Qualifications](#) (RFQ) for a primary collection materials vendor.

Discussion:

NOLS received five bids from vendors in response to the issuance of the RFQ. Wendy Oak, Technical Services Lead, Sarah Morrison, Librarian 2, and Erin Shield, Collection Services Manager, reviewed all bids, compiled findings, and tabulated assigned points in a number of categories (discount, inventory, ease of ordering interface, etc.).

Two of the vendors who submitted bids only sell print materials, and one of the vendors only supply audiovisual materials. These vendors were not considered for primary materials vendor

based on specialized formats and other factors. These vendors will continue to be utilized by NOLS as alternate vendors when materials are not available via primary vendor.

Baker & Taylor received the most points and is currently NOLS' primary materials vendor. Several of the other vendors were very close in points allotted.

Baker & Taylor has issued the attached new contract for NOLS.

Policy Considerations:

NOLS [Policy: 5.5 Purchasing Policy](#) states that approval of all contracts valued at \$25,000 or more must be approved by the Library Board of Trustees.

Fiscal Considerations:

In 2023, over \$187,000 was spent on collection materials purchased through Baker & Taylor as the primary materials vendor. In 2024, the NOLS total collection materials budget will remain the same as it was in 2023, at \$480,000. It is expected the annual amount expended through Baker & Taylor in future years will remain similar to was expended in 2023.

Recommendation:

That the Library Board of Trustees approve the contract with Baker & Taylor to act as the Library's primary materials vendor.

MASTER AGREEMENT
LIBRARY MATERIALS VENDOR

This Master Agreement for purchase of goods and services as outlined in Exhibit A is entered into by and between the North Olympic Library System (NOLS), having offices located at 2210 S. Peabody Street, Port Angeles, WA 98362 and Baker & Taylor, LLC (B&T), with its principal office located at 2810 Coliseum Centre Drive, Suite 300, Charlotte, NC 28217.

Exhibit A is defined as the RFQ issued by NOLS and the associated response submitted by B&T (due November 22, 2023).

Contract Term

Term of service will begin upon receipt of a signed Agreement and will conclude December 31, 2026.

Each signing party warrants that he/she has the authority to enter into this binding agreement on behalf of his respective firm.

Baker & Taylor, LLC

Lee Ann Queen
Representative Signature
Lee Ann Queen Director Pricing
Printed Name and Title
12-11-2023
Date
Services

North Olympic Library System

Representative Signature

Printed Name and Title

Date



November 21, 2023

Ms. Wendy Oak, Technical Services Lead
North Olympic Library System
2210 South Peabody Street
Port Angeles, WA 98362

Via Email: WOak@NOLS.org

RE: Request for Qualifications for Library Vendor

DUE: November 22, 2022 at 4:00 pm

Dear Ms. Oak:

Thank you for allowing Baker & Taylor the opportunity to provide a response for the RFQ.

We are pleased to present our proposal, including a detailed description of our service capabilities, following this letter. Responses to items follow the associated RFQ item. Any clarifications to services requested appear within the response pages.

Should you have any questions regarding this proposal, please contact me as listed below. I will be happy to assist in any way.

Thank you for your consideration.

Sincerely,

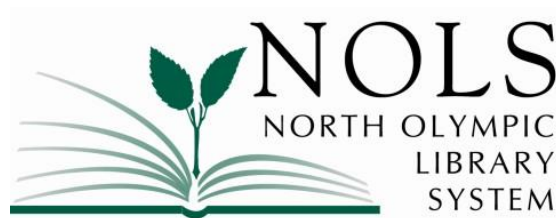
A handwritten signature in blue ink that reads "Lee Ann Queen".

Lee Ann Queen
Director-Pricing Services
Baker & Taylor, LLC
QueenL@baker-taylor.com
Cell: 704-219-4952

REQUEST FOR QUALIFICATIONS FOR LIBRARY MATERIALS VENDOR

**Released: November 1, 2023
Closes: November 22, 2023**

**Wendy Oak, Technical Services Lead
North Olympic Library System
2210 South Peabody Street
Port Angeles, WA 98362
360-417-8500, ext. 7728 • woak@nols.org**



I. INTRODUCTION AND GENERAL INSTRUCTIONS

- A. The North Olympic Library System (NOLS) announces this *Request for Qualifications (RFQ)* for library materials vendors.
- B. All qualified firms interested in providing these services to the Library are invited to respond to this Request for Qualifications.
- C. The Library reserves the right, without penalty, to add, remove, modify or otherwise update this RFQ, in any way the Library sees fit, provided that such modifications shall be submitted with due notice prior to the deadline for submission.
- D. This invitation does not commit the Library to pay any costs incurred in the preparation of proposals nor commit the Library to select any proposer that responds.
- E. The Library reserves the right to waive any irregularities or informalities in procedure, and to reject any or all proposals without penalty. Any and all submissions may be rejected for any cause. Further, the Library reserves the right to cancel this project with or without reason.
- F. Vendors shall comply with all management and administrative requirements established by the Washington Administrative Code (WAC), and the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to vendors licensed in the State of Washington.

2. HOW TO RESPOND TO THIS RFQ

- A. **Questions about this RFQ.** All questions should be directed to Wendy Oak, Technical Services Lead, at 360-417-8500, ext. 7728 or woak@nols.org. Questions must be submitted no later than November 15, 2023.
- B. **Proposal submission.** To be considered for selection, proposers must submit a complete response to the RFQ as defined in this section. Qualifications can be submitted by mail or email. If submitting in physical format, please avoid or limit bindings, glossy covers and other superfluous additions. Proposals must be received at the North Olympic Library System's Technical Services Department, 2210 South Peabody Street, Port Angeles, WA 98362 or email woak@nols.org on or before 4:00pm Pacific Standard Time on November 22, 2023. Confirmation of receipt of email submissions are the responsibility of the vendor.

*A and B
Understood*

C. Vendors that can demonstrate the ability to deliver the proposed services and can provide three references are asked to submit a proposal or detailed price quotation for complete service that includes the following:

- a. Provide a detailed price quotation for library materials, for both regular and standing orders, including the discount rate and any level of purchases required to achieve the discount rate. Indicate any additional charges such as shipping and handling and sales tax. Include differences in price, if any, between shipments from primary vs. secondary warehouses. Provide explanation of company's billing cycles, policies, and terms.

Provide a detailed price quotation for library materials, for both regular and standing orders, including the discount rate and any level of purchases required to achieve the discount rate.

Please see Appendix A and Baker & Taylor Attachments 1-4 for information on proposed product discounts and processing prices. There are no minimum purchase requirements; discounts are available for any purchase.

Indicate any additional charges such as shipping and handling and sales tax.

Products will be delivered FOB Destination with free shipping from your primary service center. A transportation surcharge of 1 % of the invoiced book and spoken word audio product amount (excluding cataloging and processing fees) will appear as a separate line item on each invoice. Please see below for information on secondary warehouse access.

Any sales tax associated with purchases appears as a separate line item on the invoice and is collected and remitted to taxing authorities. (As an alternative, the Library may choose to self-report and remit.) Processing service fees also appear as a separate line item on the invoice.

Include differences in price, if any, between shipments from primary vs. secondary warehouses.

Shipments issued from the primary service center are provided with free shipping. A transportation surcharge of 1 % of the invoiced book and spoken word audio product amount (excluding cataloging and processing fees) will appear as a separate line item on each invoice.

Should the Library choose to utilize a secondary service center, shipments issued from the secondary center will be invoiced freight charges, appearing on the invoice.

Primary Center Service

Orders for in-stock items are shipped with 1-2 days of receipt of order. Items ordered, but not available in immediate inventory, are backordered with the publisher. Publisher backorders with larger publisher sources are typically satisfied within 14-20 days. Backordered materials are consolidated and shipped within 6-10 days of receipt in our warehouse.

Primary/Secondary Center Service

If the Library so chooses, we will be pleased to provide access to a secondary warehouse. Using Primary/Secondary warehouse service: Orders for material will be filled from the primary service center (described above). Those items not filled from the primary center will then be sourced from the secondary center. If items are available in the secondary center, they will be shipped directly to the Library. As each order cascades

from the primary to the secondary center automatically, in-stock items will filled and released from both centers simultaneously. Freight charges associated with shipments from the secondary center will be invoiced to the Library.

Provide explanation of company's billing cycles, policies, and terms.

Invoices are generated as products are shipped for delivery. Payment terms are net 30 days from the date of invoice.

- b. The Library prefers a three-year contract although is open to alternatives. Prospective Vendors should be specific in their suggested alternatives to a three-year contract.

Upon award, Baker & Taylor will be pleased to participate in a 3-year agreement. Discounts for products will remain firm for the 3-year period. Prices associated with cataloging/processing components (listed in Attachment 4) are firm for the initial twelve (12) month period of the agreement and are, thereafter, subject to review on an annual basis. Any percentage increase in prices or rates after the initial term will be limited to the prior 12 month's increase in the Consumer Price Index. Proposed price increases will be discussed with the Library prior to implementation.

3. TIMELINE

The Library seeks to confirm its costs for the fiscal year with a three-year contract period beginning January 1, 2024. This RFQ may result in multiple contract awards based on type of material, format, or other considerations.

Please see item 2Cb above.

4. PAYMENT

The Vendor is asked to invoice the Library upon receipt of each shipment. The Library will submit payment within 30 days from date invoice is received.

Invoices are generated as products are shipped for delivery. Payment terms are net 30 days from the date of invoice.

5. SCOPE OF CONTRACT

- A. Background: The North Olympic Library System is a public library system providing services, programs and materials to the public at four locations. The system consists of the Main Library in Port Angeles and branches in Clallam Bay, Forks and Sequim, as well as outreach services for those who cannot travel to the library, and an array of web-based services at www.nols.org. The Library offers a collection of more than 200,000 books, DVDs, digital audio books, e-books and other materials which were checked out and renewed over 980,000 times in 2022.

Understood

- B. The primary goal of this Request for Qualifications is to establish purchase agreements for library materials and associated services that will streamline and improve the efficiency of NOLS' ordering and record-keeping processes. Such associated services include access to ordering systems, electronic ordering and invoicing and preprocessing of materials.

ordering systems

[Title Source 360](#)

[Title Source 360™](#) provides users with fast, accurate and personalized search results, and makes ordering easier than ever. Find the products you need and order them quickly and easily with a

streamlined checkout process all online at ts360.baker-taylor.com.

This website is the most extensive database of bibliographic acquisitions information for U.S. publications. This subscription database includes book, e-book, e-audio, spoken word audio, DVD, Blu-ray, music CD and vinyl LP music titles. Each record gives current print status (i.e., Not-Yet-Published, Out-of-Print), in-stock availability, latest list price, and the Library's estimated discounted price. Title and inventory information is updated multiple times throughout the day.

Title Source 360™ benefits include:

- Largest database of book titles and media products
- Fast, customized search results based on prior searches or user profile
- Intuitive interface
- Inventory view and title searching within cart
- Product release calendar
- Special offers and promotions
- Live customer support
- Customized profiles
- Streamlined order management
- Simple batch entry upload and ordering process

Title Source 360™ makes it faster and easier to order books, movies, or music products — now you can have millions of products at your fingertips with one easy-to-use ordering system.



Customized Search and Browse Capabilities


Title Source 360™ enhanced search capabilities include type-ahead and spell-checking to aid in your search.

Wealth of data at your fingertips through multiple title views

Multiple title views readily provide publisher/producer status, inventory level, estimated discounted price, cart and order duplicate status icons; the preferred title view can be saved for convenience as part of the user's custom profile. Select sample title views are provided directly below, which include key descriptive information, as well as inventory, net price, and duplicate status indicators.


Sample view of Stacked Multi-Title Format

2.)  **Black Ice**
 Thor, Brad
 ISBN: 9781982104122
 Product Lookup: [ISBN](#)
 Publish Status: Not Yet Published
 Publisher: Emily Bestler Books
 Edition/Volume:
 Audience: General Adult
 LCCN: bl2021012885
 Series Name:
 1st BISAC Subject: [FICTION / Thrillers / Political](#)
 In Stock 

P.O. Line #:
 Notes:


Publish Date: 07/20/2021
 Street Date: 07/20/2021
 Dewey: 813/.6
 L.C. Class: PS3620.H75 B53 2021

	Inventory	On Order
Central*	372	842
South**	753	410
30-Day Demand:		1225

Qty: [+ ADD](#) 

[Grid \(0\)](#) [Check ALT Formats](#)




Duplicate Status icons appear at every view




All Title Source 360 formats include ready access to key information and utility buttons, including duplicate status icons, as well as the Grid and Check ALT Formats tabs, enabling users one-click access to further review and title adding capabilities.




Sample View of Tiled Multi-Title Format

ADD SELECTED TO CART | ADD PAGE | ADD ALL

Sort By: Popularity | Results Per Page: 15 | Page 1 of 7 | Go to Page: 1 | GO



☐ 1.) **False Witness**

 Slaughter, Karin
 Published: 07/20/2021
 Not Yet Published
 Hardcover
 ISBN: 9780062858092
 Product Lookup: [ISBN](#)
 In Stock

 \$28.99
 Est. Net: \$14.78
 P.O. Line #:
 Notes:
 Qty: **+ ADD** ▼

 Grid (0) | Check ALT Formats

☐ 2.) **Black Ice**

 Thor, Brad
 Published: 07/20/2021
 Not Yet Published
 Hardcover
 ISBN: 9781982104122
 Product Lookup: [ISBN](#)
 In Stock

 \$28.99
 Est. Net: \$14.78
 P.O. Line #:
 Notes:
 Qty: **+ ADD** ▼

 Grid (0) | Check ALT Formats

☐ 3.) **The Man With the Silver Saab**

 Smith, Alexander McCall
 Published: 07/20/2021
 Not Yet Published
 Hardcover
 ISBN: 9780593316108
 Product Lookup: [ISBN](#)
 In Stock

 \$28.99
 Est. Net: \$14.78
 P.O. Line #:
 Notes:
 Qty: **+ ADD** ▼

 Grid (0) | Check ALT Formats


The Tiled View presents a more abridged display that facilitates multi-title scrolling, and includes all relevant price, status, and duplicate icons, as well as Grid and Check ALT Formats tabs at the bottom of the view.

Sample View of Table Multi-Title Format

☐ 
 2.) **Black Ice**
 Publisher: Emily Bestler Books
 Not Yet Published
 In Stock


	Inventory	On Order
Central*	372	842
South**	753	410
30-Day Demand:	1225	

 \$28.99
 Est. Net: \$14.78
 P.O. Line #:
 Notes:
 Grid (0) | Check ALT Formats

Thor, Brad
 9781982104122
 Product Lookup: [ISBN](#)
 Hardcover
 \$28.99
 Est. Net: \$14.78
 07/20/2021

 P.O. Line #:
 Notes:
 + ADD ▼

The Table View offers users yet a 3rd visual choice for presenting multiple title lists. Preferred views can be saved/revised via My Preferences

Enhanced MARC profiler

This feature makes integration with your ILS easy and efficient. Output customized, best available, MARC records with your required ILS data including, but not limited to, notes, location codes, fund codes, collection codes, item template names, etc. to create on-order records. On-order records are used in the acquisitions process and to enable patrons to place holds on pre-pub titles and order materials directly through EDI transmission.

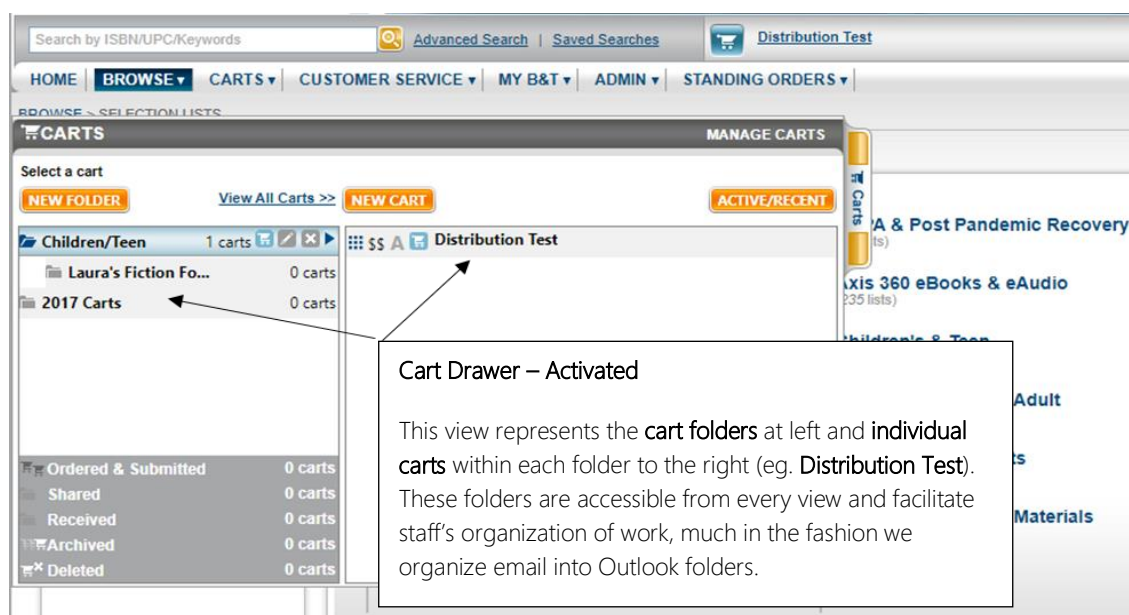
Self-management of MARC Profiles

Library staff may create multiple MARC Profiles for management of different formats; the MARC Profiler offers easy self-service features. B&T staff can also work with Library staff to refine and define additional profile parameters, "if-then" conditional statements, addition/deletion of selected tags, etc.

Easy Cart Management

The innovative cart drawer is easily accessible on every page, so you can keep your lists and carts organized. Carts are routinely managed and placed in user-defined Folders to facilitate organization and retrieval of "in-progress" carts. Additionally, choose from multiple batch entry options: basic data entry, copy and paste and file import—multiple formats are supported.

Sample View of the Cart Drawer "slide-out" feature



Shared Cart Workflow

Share carts with selected users and create select Share Groups to share carts in a collaborative fashion. The Shared Carts functionality enables cart owners to assign a range of cart privileges to users of the shared cart, as well as specific completion dates for each phase of the cart (selection, requisition, review, acquisition, etc.).

Sample View of a Shared Cart Workflow and User Profile

Workflow:

CONTRIBUTION

REQUISITION

REVIEW

ACQUISITION

☐ No Workflow Required
☒ Define Workflow

Select to remove workflow steps:

CONTRIBUTION

REQUISITION

REVIEW

ACQUISITION

End date

10/04/2013

(mm/dd/yyyy)

End time

9:00

PM

Time zone:

(UTC) Casablanca

SAVE

▼ Cart Members: (5)

--- Select Group ---

ADD ALL USERS

USER ID	
Select user(s)	<div>ADD</div> <div>CLEAR</div>
frank mcdonald	<div>DELETE</div>
fred harvey	<div>DELETE</div>
marne fellows	<div>DELETE</div>
marin foster	<div>DELETE</div>
Robert Daniels	<div>DELETE</div>

SAVE AS GROUP

SAVE PROFILE

CANCEL

Cart Owner: frank mcdonald

Shared Cart – with Workflows

This graphic depicts the users that have been included as part of the “share group” for this cart, along with date/time stamps for completion of the various tasks and phases of the cart. Each user can be assigned a range of privileges by the cart owner/ADMIN (see graphic example below)

USER ID	OWNER	CONTRIBUTION	REQUISITION	REVIEWER	ACQUISITION	
Select user(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<div>ADD</div> <div>CLEAR</div>
McDonald Training User 1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
McDonald Training User 2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Frank McDonald	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

SAVE AS GROUP

SAVE PROFILE

CANCEL


Shared Cart User Profiles

Tasks and privileges may be assigned to each user by the cart owner/ADMIN

The Title Source 360™ database contains detailed, comprehensive, up-to-date information on over 9 million book titles, 200,000 DVD titles, and 750,000 music titles. Data elements also include: 45 key search indices (including LC and Dewey classes), eleven filter criteria (including stock status, publication date, binding, format, and grade level), and duplicate checking between orders and selection carts. Additional Features of Title Source 360™ include:

- Updated multiple times daily to ensure accurate and current information, including in-stock titles, pre-publication, and new release titles
- Inventory Display – At multiple views, Title Source 360 displays updated inventory data (typically updated on the hour) for the customer's primary and secondary warehouses.

Uniquely available from Baker & Taylor, publisher inventory is also displayed via our Virtual Inventory Program (VIP). Through VIP, in addition to B&T inventory displays, you also may view inventory on the publishers' shelves. Title Source 360 customers are profiled to see VIP (Virtual Inventory Program) inventory levels from participating VIP Publishers. VIP publishers have committed to provide an expedited level of service for titles ordered under the VIP program.

<input type="checkbox"/>		6.) <u>Elsewhere</u> Publisher: Thomas & Mercer In Stock A R															
	<table> <tr> <th></th><th>Inventory</th><th>On Order</th></tr> <tr> <td>VIP***</td><td>200</td><td>0</td></tr> <tr> <td>Central*</td><td>843</td><td>0</td></tr> <tr> <td>South**</td><td>351</td><td>0</td></tr> <tr> <td>30-Day Demand:</td><td></td><td>10</td></tr> </table>		Inventory	On Order	VIP***	200	0	Central*	843	0	South**	351	0	30-Day Demand:		10	
	Inventory	On Order															
VIP***	200	0															
Central*	843	0															
South**	351	0															
30-Day Demand:		10															

Inventory Displays include multiple updates daily of inventory positions at the **Central** and **South** distribution facilities.

VIP Inventory positions are presented where available, and represent stock quantities available on publishers' shelves, and serve as one indicator of a title's availability.

- Real-Time Check – inventory totals may be instantly checked in “real-time” via a one click link to “Real Time Inventory”
- Discounted price and list price are automatically presented in all cart views, with no need for a price check.
- Rich bibliographic information, including over 5.2 million jacket images in full color, first chapters, annotations, tables of contents, as well as standard bibliographic data such as author, ISBN, price, publisher/producer, and publication
- Fully searchable Tables of Contents (1,000,000) and Annotations (5.5 Million). Approximately 1.2 million full-text reviews, including Kirkus, Library Journal, Publishers Weekly, School Library Journal, Horn Book, Choice, VOYA, BookPage, BookList, Foreword, AudioFile and E-Streams
- Automatically access titles by review publication date
- Over 45 search indices, including BISAC, LC and Dewey classes
- User-specific preferences manage both the format (book/movie/music and digital content) as well as the Audience Level (selectors may select specific Audience levels to further refine initial views, search results, etc.)
- With one click, a user may remove any preset filters and quickly display a broader set of search results
- Create, merge, copy, export, and transfer selection carts. Carts can even be emailed to other users
- Download MARC records into your ILS system with 9XX tags

- Duplicate checking between orders and selection carts:

Titles in carts are instantly duplicate checked by ISBN across currently held and previously ordered carts or within a workgroup, and across multiple User IDs.



C – Indicates the ISBN/title is present in another cart, typically an Open cart in progress

S – Indicates the ISBN/title is part of a profiled series that the library has on an existing autoship plan and/or title notification plan


O – Indicates the ISBN/title is present in a cart that has been ordered previously (additional graphics for the "O" icon have been provided).

Title Source 360 is unique in providing dynamic tracking of ordered titles as they move through our fulfillment process. Graphic icons "O" at every view can be clicked to reveal a current status of the item (BACKORDERED, RESERVED, CANCELED, SHIPPED, INVOICE #, ATS #) at that time. This tracking is also available for orders transmitted through the EDI process.

ORDER DATE	PURCHASE ORDER #	ACCOUNT #	TOTAL ORDERED	SHIPPED	INVOICE	ATS	CANCELLED	BACKORDERED	IN PROCESS
02/04/2021	CSH21FEB4	213156L0206442000000	15	15	2036068131	MOM9550135	0	0	0

CART NAME	TITLE QUANTITY	OWNER/USER ID	PURCHASE ORDER #	ACCOUNT #	CART STATUS	LAST UPDATED
CSH NEW 2 3 2115		Chrissie Harris/charis		213156L5072772000000	Downloaded	02/04/2021

Branch	Material	Item Templates	Fund	Quantity
C-OUT	8	MYSOUTX	CML-AFICCUST	1
C-SOE	8	MYSSOEX	CML-AFICCUST	1
C-REY	8	MYSREYX	CML-AFICCUST	1
C-ARD	8	MYSARDX	CML-AFICCUST	1
C-DUB	8	MYSDUBX	CML-AFICCUST	1
C-MAN	8	MYSMANX	CML-AFICCUST	3
C-SHP	8	MYSSHPX	CML-AFICCUST	1
C-CAN	8	MYSCANX	CML-AFICCUST	1
C-MAR	8	MYSMARX	CML-AFICCUST	1
C-WHI	8	MYSWHIX	CML-AFICCUST	1
C-BNT	8	MYSLIVX	CML-AFICCUST	1
C-GAH	8	MYSGAHX	CML-AFICCUST	1
C-KAR	8	MYSKARX	CML-AFICCUST	1

 Click on the "ordered" duplicate icon to quickly reveal all previous orders for that ISBN. Key grid data is included in the view, as is a dynamic tracking of the status of the title. In this instance, the user can easily see that 15 copies were shipped under the noted Invoice and ATS numbers.

- Duplicate Data for alternate formats of a work may be viewed with one-click access. This feature provides the user with information on any alternate format of the work being searched and also provides a quick summary to identify if any of the alternate formats are currently contained in another cart, in another order, or within Library Holdings.

Sample view of one-click Alternate Formats Duplicate Check

False Witness
by Slaughter, Karin

\$28.99
Est. Net: \$14.78

Product Lookup: ISBN

GENERAL TITLE INFORMATION

ISBN:	9780062858092	Publish Status:	Not Yet Published
Publisher:	William Morrow & Co	Publish Date:	07/20/2021
Edition/Volume:		Street Date:	07/20/2021
Audience:	General Adult	Dewey:	813/.54
LCCN:	2021010510	L.C. Class:	PS3569.L275 F38 2021
Series Name:			
1st BISAC Subject:	FICTION / Mystery & Detective / Police Procedural		

30-Day Demand: 1578

Grid (0)

DETAIL	ADD'T'L CONTENT	ALT FORMATS	REVIEWS	DEMAND
<p>1 </p> <p>False Witness Slaughter, Karin ISBN: 9780063090330</p> <p>QTY <input type="text"/> + ADD</p> <p>Grid (0)</p>	<p>Available to Preorder \$30.99 Est. Net: \$17.66</p> <p>Paperback</p> <p>COLOS</p>	<p>Publisher: Harperlux Published: 08/03/2021 Edition: Large Print Not Yet Published Product Lookup</p>	<p>Add Notes Character Limit 250</p> <p>P.O. Line #: <input type="text"/></p> <p>Bib #: <input type="text"/></p>	

- Digital catalogs and title listings viewed in TS360 also instantly reflect any duplicate order or cart activity.
- Grid Ordering capabilities for the library to track multiple branch distribution of title copies as well as three other user defined fields
- Grid Order information may be downloaded to the library's ILS system for ordering and/or transmitted in the electronic order file sent from Title Source 360™
- Access to Book Lease Pre-publication lists and Quick Call Bestseller Book Lease lists
- Access to lookup ISBNs in library OPAC with one click
- Administrator determines levels of access for user IDs

- An Inline Grid Distribution Table is incorporated within the Detailed Title Display to give users the ability to enter multiple rows without having to go to a separate grid screen. It is also available as a popup read-only window for shared grid carts.
- A Requisition Table for shared non-grid carts displays the requisition information supplied by all users and is viewable within the Detailed Title Display or from a popup window when using the Multiple Title Display. Information collected and displayed for each user includes quantity, notes, and any Grid entries.
- Administrators and Cart Owners can find and replace Grid entries that may be obsolete.

Title Source 360™ is designed to support library workflows and is integrated with Baker & Taylor's collection development services and your integrated library system (ILS).

Selection Services

A description of Baker & Taylor selection resources is listed below categorized by type:

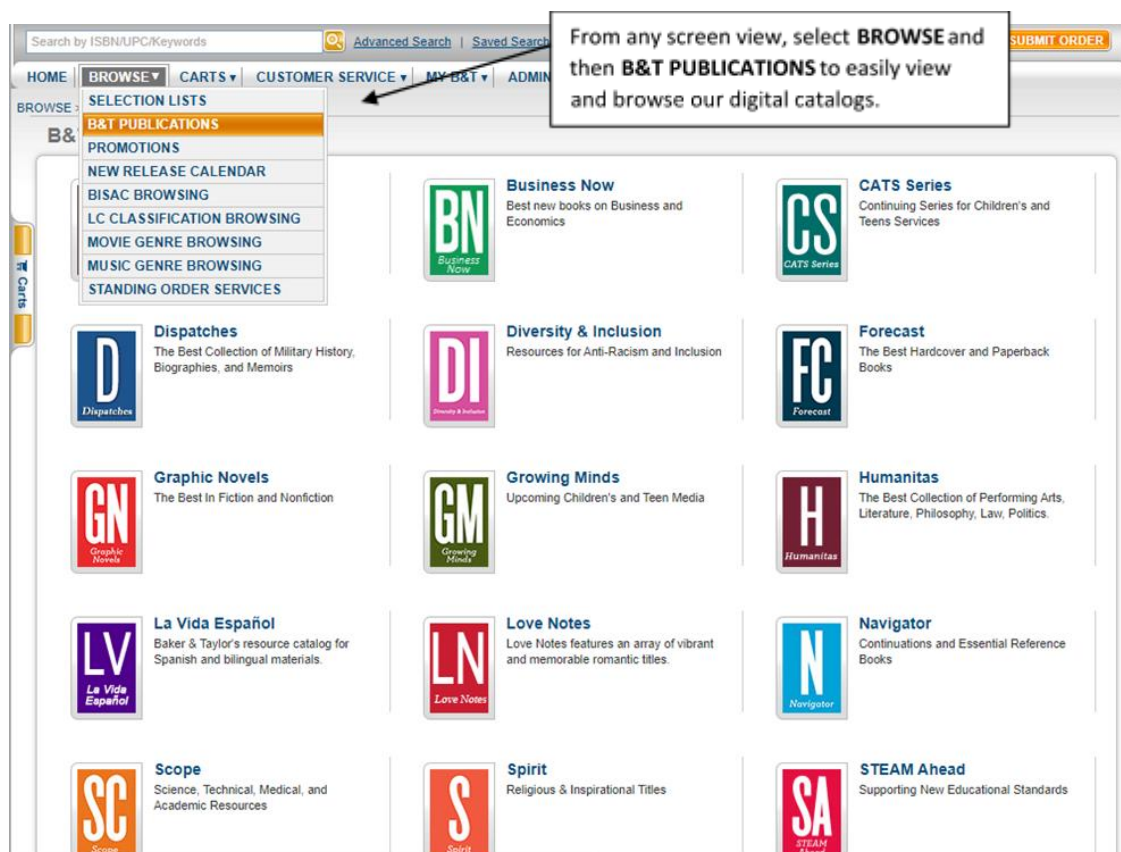
Search for Titles/View Inventory/Receive Selection Lists in Cart Format/Place Orders

Title Source 360

Baker & Taylor's Title Source 360 is our primary collection development and selection resource for customers.

Catalogs/Publications

Baker & Taylor's Online Catalogs are readily available through Title Source 360 and include an ability to browse and click on specific links in the Table of Contents or click to view the entire title listing. The screen excerpt below is representative of the listing of publications. Listings also appear as prepared carts and in a digital magazine format within our Title Source 360 website, for a convenient and simple way to review and order titles.



Forecast

Our most extensive publication, Forecast is a monthly magazine promoting soon to be published hardcover, paperback, and spoken word audio titles. Forecast speaks to librarians about future bestsellers and noteworthy mid list titles so they can make well informed buying decisions. Features include monthly subject collections as well as publicity news on upcoming author tours, media tie-ins, and serial and book club rights.

Graphic Novels

Graphic Novels is the Baker & Taylor catalog dedicated to graphic novels, one of the fastest growing genres in books. Graphic Novels, a full-color publication, offers many pages of title lists and insight into the unique "language" of this specialty category. Sections include:

- Graphic Novels Top 25 Bestsellers
 - Graphic Novels Front List (New Titles)
 - Graphic Novels Core Lists - Series & Manga Titles, Stand Alone Titles, and Drawing Techniques Titles
 - Exclusive Interviews with Authors and Illustrators
 - Award-winning Titles (including Eisner Awards and Harvey Awards)
- Graphic Novels is published quarterly.

La Vida Espanol

Baker & Taylor's quarterly e-publication, highlighting a great collection of recent releases and bestselling books in Spanish, including a wide selection of children's books, YA books and books for adult readers. Look for four issues each year, delivered via e-mail in February, May, August and November. La Vida Español is only available in English-language.

Growing Minds

This publication is a comprehensive guide to Baker & Taylor's juvenile selections featuring titles appropriate for all interest levels from toddlers through young adults. Each issue of Growing Minds contains special theme collections that cover a variety of subjects of interest.

Contents of Growing Minds include:

- Board Books
- Babies & Toddlers
- Preschool
- Picture Books
- Early Readers
- Middle Readers
- Young Adult
- Featured Series
- Selected Series
- Graphic Novels Series

Spirit

Spirit is Baker & Taylor's quarterly preview of notable religious, inspirational, motivational, and spiritual titles. In these trying times, these titles will always be popular with your patrons. Featuring more than 200 fiction and nonfiction titles, Spirit promotes both book and spoken-word audio editions. This publication also provides annotated title listings for topics that range from world religion and family relationships to scripture and home lifestyle, from spiritual healing to dealing with grief. Contents of Spirit include:

Adult Books
Children's Books
Audio Books

Online Selection Lists / Custom Selection List Services selectionHQ

selectionHQ Collection Development Services

B&T can provide standard or customized / profiled selection lists, delivered as carts on our Title Source site.

Standard lists, posted regularly to our Title Source website, are available free of charge (selectionHQ Essential).

Some custom list services as provided by our Collection Development group also are available free of charge. Other profiled services are available for a fee, depending upon the complexity of the request and the frequency of list production. Please see Attachment 11 for a description of the various levels of service available through selectionHQ. Our staff will be pleased to provide pricing for the service level that best meets the Library's needs.

Selection List Services

Baker & Taylor's online selection lists are developed by our professional staff to help save you time and effort in searching for titles of interest. Utilizing Title Source 360, you can browse our comprehensive list of Title Lists, developed exclusively for you.

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

The screenshot shows the Title Source 360 website interface. At the top, the logo "titlesource360" is displayed with the tagline "your library services from Baker & Taylor". Below the logo is a search bar labeled "Search by ISBN/UPC/Keywords". A navigation menu includes "HOME", "BROWSE", "CARTS", and "CUSTOMER SERVICE". The "BROWSE" menu is expanded, showing "BROWSE > SELECTION LISTS".

A callout box with a white background and a black border contains the following text: "To browse **Selection Lists**, click on **BROWSE** and then **SELECTION LISTS** to advance to the screen excerpt depicted below. Click on any of the main topics below to begin your review of selection lists under that topic (ie. *Adult, Awards & Honors, Bestsellers*, etc.)".

The main content area is titled "Selection Lists" and is divided into three columns. The left column, labeled "FEATURED LISTS", contains two sections: "MOST RECENT LISTS" and "MOST POPULAR LISTS". The "MOST RECENT LISTS" section lists: "Black (complete- physical)", "YALSA Great Graphic Novels For Teens - 2021", "Texas Maverick GN Reading List - 2021", "Boston Globe Horn Book Honors - 2021", and "Boston Globe Horn Book Winners - 2021". The "MOST POPULAR LISTS" section lists: "Monthly Stars- CATS", "Monthly Stars- Adults", "CATS Booking Ahead- Fiction", "CATS Booking Ahead- Nonfiction", and "CATS Booking Ahead- Picture & Easy".

The middle column lists various categories with the number of lists in parentheses: "Adult (59 lists)", "Awards & Honors (392 lists)", "Bestsellers (16 lists)", "Fast Facts & Current Topics (45 lists)", "Kirkus Collections - Children's/YA (258 lists)", "Music & Video (62 lists)", and "Book Clubs with Baker & Taylor (8 lists)".

The right column lists additional categories with the number of lists in parentheses: "ARPA & Post Pandemic Recovery (18 lists)", "Axis 360 eBooks & eAudio (235 lists)", "Children's & Teen (82 lists)", "Kirkus Collections - Adult (83 lists)", "Makerspace Products (13 lists)", and "Spanish & Bilingual Materials (8 lists)".

In addition to the standard selection lists outlined above, additional selection list services also are available.

Baker & Taylor offers a wide array of customized selection services. Profile driven selection list services are available for print as well as audio-visual material. Profiles may be based on any number of selection criteria, including subject keywords, author profiles, award-citation, Dewey Call Number and/or call number ranges, review publications, starred review citations, and many other criteria. Lists can be prepared and delivered on a scheduled basis (monthly, bi-monthly, or even weekly), based on customer requirements. Notification lists can be delivered directly to specific Title Source users and can be duplicate managed by B&T to exclude titles that have appeared on previous lists and/or titles that have been previously ordered by the Library.

Baker & Taylor's Collection Management has one of the most extensive databases in the industry to support ongoing selection as well as opening day collection projects. Our core selection application can access millions of book, audio and video titles.

Data can be accessed and output by using an extensive range of access points including but not limited to:

- Dewey Classification
- Library of Congress Classification
- Library of Congress Subject Headings
- Fiction Genres
- Juvenile Material Type, i.e. Picture Book, Easy Readers
- Subject Thesauri such as BISAC Subject Classifications
- Non-book Material Genres
- Key Word that can be applied to subject access points, full text annotations, and/or tables of contents

In addition to these subject/content descriptions, data can be accessed and output by non-subject descriptive data elements including but not limited to:

- Review Citation
- Citation in Industry Standard Bibliographies such as Public Library Catalog or Best Books for Children
- Series
- Level of Readership/Intended Audience
- Physical Format/Material Type
- Availability Status
- Stock Status
- Price

Staff Collection Management librarians also maintain bibliographies that can be used to support library collection development projects. Examples include and are not limited to interdisciplinary multicultural collections that have African American, Hispanic/Latino, and/or Asian oriented content.

Data availability includes, but is not limited to the following:

- ISBN/ISSN
- Binding/Format
- List Price
- Delivered Price
- Holdings
- Class Number (s)
- Author/Editor
- Title
- Edition Statement
- Publisher
- Date of Publication/Copyright
- Series
- Brief Annotation
- Interest Level
- Indication of Status
- Subject Classification

In addition, B&T can include almost any data element that is included in the structure of a MARC record in our hard copy or electronic formats of selection lists. We can include data that indicates:

- Juvenile Material Type, i.e. Picture Book, Easy Readers
- Subject Thesauri Elements such as BISAC Subject Classifications
- Non-book Material Genres
- Review Citation indications
- Citation in Industry Standard Bibliographies such as Public Library Catalog or Best Books for Children
- Physical Format/Material Type
- Availability Status
- Stock Status
- Regional and National Demand accumulated from all B&T customers

Reviews

Baker & Taylor can provide access to full-text review citations from the following major review sources: AudioFile, Booklist, BookPage, Choice, Doody's, E-Streams, ForeWord, Clarion Reviews, Horn Book Guide,

electronic ordering and invoicing

Baker & Taylor systems are compatible with all major ILS systems and, depending upon the ILS, support electronic order, acknowledgement, and invoicing functions.

Additionally, the Library may output customized, best available, MARC records with your required ILS data including, but not limited to, notes, location codes, fund codes, collection codes, item template names, etc. to create on-order records. On-order records are used in the acquisitions process and to enable patrons to place holds on pre-pub titles and order materials directly through EDI transmission.

preprocessing of materials

Baker & Taylor can provide a full range of processing services, including mylar jackets, plastic cover lamination for paperback materials, spine labels, barcodes, and ownership labels. Circulation-ready cases with digitally scanned artwork are available for spoken word audio CD, music CD, and DVD product.

Please see Attachment 4 for prices for processing components utilized by the Library today. We will be pleased to provide pricing for additional components upon request.

- C. Type of library materials offered – The majority of materials ordered by NOLS consists of general interest materials that are appropriate for public library collections. A variety of bindings should be available such as board books, paperbacks, readalong books with CDs, etc. Types of material include:
- a. Adult print fiction and nonfiction
 - b. Teen print fiction and nonfiction
 - c. Children's print fiction and nonfiction
 - d. Standing orders for print titles and series – all age levels
 - e. Unabridged audio book titles on CD – all age levels
 - f. DVDs – all age levels

Baker & Taylor supplies all of the material types requested in a-f.

6. PROPOSAL CONTENT

Proposals should be brief, concise and responsive to the specific requests in this section.

- A. Include a brief discussion of your company's reputation and examples of successful provision of similar services to other clients.

Baker & Taylor is a leading full-line distributor of books, eBooks, spoken word audio CD, DVD and music CD products to library facilities, with annual sales of more than 55 million units from over 75,000 publishers and imprints. The oldest book distributor in the United States, B&T has provided economical pricing and excellent services for over 190 years.

Our contacts and experience in the library marketplace have enabled us to establish the most comprehensive coverage of materials and range of services in the industry. Currently, we maintain a national inventory of over 4.5 million items representing approximately 400,000 unique media and book titles. We supply all categories of materials for all levels of

library patrons, including general adult readers, researchers, professionals, and Children and Teens. In addition to items that are stocked in our distribution centers, we maintain a product database that contains over 9 million items.

We partner with libraries to deliver more than products and services: we empower public libraries to make positive change in their communities. With a focus on improving community outcomes, we support public libraries in delivering literacy, learning, and skills development to patrons through exclusive partnerships and technology.

Our work goes far beyond product distribution. As a fully independent, minority-owned business, we are wholly committed to partnering with our library customers to improve community outcomes.

Every day, our team of over 1,100 library and literacy champions work with purpose, developing innovative solutions to address the challenges libraries face. From improving representation with our Diversity, Equity and Inclusion module to creating a pathway to sustainability with our book recycling program, our team works tirelessly to support our customers. We look forward to providing our dedicated solutions and services to you.

B&T is headquartered in Charlotte, North Carolina, and operates distribution, technical support, and sales centers in Commerce, GA and Mokena, IL. Data support and support for automatic shipment and series services is maintained from Bridgewater, NJ.

Please see item C below for client references.

- B. Responders should fill out **Appendix A – BIDDER RESPONSE FORM** and fully address all items indicated.

Please see Appendix A.

- C. Provide the names and contact information for at least three clients receiving services similar to those requested in this RFQ.

Bellingham Public Library

*210 Central AV
Bellingham, WA 98225*

*Bethany Hoglund, Assistant Director
360-778-7263
bhoglund@cob.org*

Puyallup Public Library

*324 S Meridian
Puyallup, WA 98371*

*Patty Ayala Ross, Director
253-841-5452
pross@ci.puyallup.wa.us*

Tacoma Public Library

*1102 Tacoma Avenue South
Tacoma, WA 98402*

*Lesley Caldwell, Collections and Technical Services Manager
253-280-2869
LCaldwell@tacomalibrary.org*

7. SELECTION CRITERIA AND PROCESS

Proposals will be evaluated by a committee consisting of the Executive Director, Collection Services Manager, and Technical Services Lead. Proposals will be evaluated on the following basis:

- A. Discounts - 35 points
- B. Online ordering system (including cost to NOLS and ease of use) - 25 points
- C. Length of standard order service period – 15 points
- D. Size of inventory– 10 points
- E. Formats offered – 10 points
- F. Experience/References - 3 points
- G. Conformity of proposal to RFQ - 2 points

-and any other factors deemed relevant and in the best interests of the Library.

Final selections will be based on the evaluation of proposals, and vendors may be requested to provide additional information after submitting proposals and prior to selection.

The proposal(s) with the highest number of assigned points will be selected for the contract(s). Please express how you propose to meet the specifications in your proposal.

In the event of a tie the tie breaker will be:

A. Discounts;

A second tie breaker will be:

B. Online ordering system.

All vendors submitting proposals will be notified of contract selection by December 30.

(END)

APPENDIX A BIDDER RESPONSE FORM

Instructions to bidders: Please complete this form and return it with your proposal.

A. Type of Library Materials Offered

For each material type, please indicate discount to be offered, for both regular and standing orders, and any minimum level of purchases required to achieve the discount rate. Describe any additional benefits, such as free shipping, and any minimum level of purchases required to receive the benefits. Include differences in price, if any, between shipments from primary vs. secondary warehouses, or other anticipated factors that would influence price differentials

Please see Attachment 1 for a complete schedule of discount terms. Please see Attachment 2 for Material Category definitions.

Material Type	Format offered? Yes/No	Discount rate for regular purchases	Discount rate for standing orders <i>Note 3</i>	Minimum purchase required	Additional benefits
Adult Print Fiction/Nonfiction <i>Hardcover – Att. 2, Category I Paperback – Att. 2, Category III Note 1</i>	Yes	<i>Hardcover = 44.5% Paperback = 40.0%</i>	<i>Hardcover = 44.5% Paperback = 40.0%</i>	<i>None</i>	<i>Please see Attachment 6</i>
Teen Print Fiction/Nonfiction <i>Hardcover – Att. 2, Category II Paperback – Att. 2, Category IV Note 1</i>	Yes	<i>Hardcover = 44.5% Paperback = 40.0%</i>	<i>Hardcover = 44.5% Paperback = 40.0%</i>	<i>None</i>	<i>Please see Attachment 6</i>
Children's Print Fiction/Nonfiction <i>Hardcover – Att. 2, Category II Paperback – Att. 2, Category IV Note 1</i>	Yes	<i>Hardcover = 44.5% Paperback = 40.0%</i>	<i>Hardcover = 44.5% Paperback = 40.0%</i>	<i>None</i>	<i>Please see Attachment 6</i>
Unabridged Audio Book Titles on CD – All Age Levels <i>Att. 2, Category XII Note 2</i>	Yes	<i>44.5%</i>	<i>44.5%</i>	<i>None</i>	<i>Please see Attachment 6</i>
Documentary and “nonfiction” DVDs – All Age Levels	Yes	<i>29.0%</i>	<i>29.0%</i>	<i>None</i>	<i>Please see Attachment 6</i>
Entertainment DVDs – All Age Levels	Yes	<i>29.0%</i>	<i>29.0%</i>	<i>None</i>	<i>Please see Attachment 6</i>
<i>Note 1: The discount shown is applicable for trade editions defined by the Categories noted. Discount will vary based upon the binding or content type of the work as defined by the material categories on Attachment 2. Please see Attachments 1 and 2 for a complete outline of all available discount terms.</i>					
<i>Note 2: The discount shown is applicable to popular, recent-release titles issued by widely distributed publishers. Not all spoken word audio CD titles meet these criteria. Other editions will be discounted as outlined in Categories I, II, VII, VIII, IX, X, or XI (Attachment 1).</i>					
<i>Note 3: Standing Order services (traditional reference material and Popular Author/Series Profiles) will receive the same discounts as firm order material (Attachment 1). Please see Attachment 10 for a description of these programs.</i>					

B. Services

Indicate which of the services below are offered as part of the standard service. If any are not part of the standard service, indicate whether they can be provided, and any additional associated charges.

- ☒ 9xx ordering *Yes, with compatible ILS (free of charge)*
- ☒ EDI ordering *Yes, with compatible ILS (free of charge)*
- ☒ EDI invoicing *Yes, with compatible ILS (free of charge)*
- ☒ Preprocessing of materials *Yes, please see Attachment 4 for additional information*

C. Online Ordering System

- ☒ Cost to NOLS for interface.

Indicate annual charge: *Title Source website (Admin, MARC Profiler, Grid Ordering, Full Text Reviews, Unlimited User IDs) = free of charge*

- ☒ Describe user interface and ease of use. *Please see our response to 5B.*

D. Stock/Inventory

- a. How many titles do you typically have in stock? You may state a range (e.g., 10,000 – 20,000).

National Inventory = 400,000 + (including print on demand, 900,000+)

- b. For most titles, how many copies of titles do you typically have in stock?

Stock levels per title are determined by demand and anticipated demand. Bestseller material (recent release) is maintained, on average, at 80-300 units. Titles of highly anticipated demand (new release) may be stocked at 500-3000 units. Backlist titles in demand will average 12-24 units.

- c. What is your standard order service period (from date of order to receipt by Library)? Please indicate how service period may be impacted by any preprocessing add-ons or other factors.

☒ 5 business days *(orders for in-stock items with minimal or no processing service requirements)*

☒ 6 - 10 business days *(orders for in-stock items with standard processing service requirements, including printed labels)*

☐ 11 - 20 business days

☐ over 20 business days

- d. Describe warehouse situation – if not in stock at primary warehouse, will items be backordered even if available at secondary warehouse? How will shipping time be impacted if items are not in stock at primary warehouse at time of ordering?

Primary Center Service

Orders for in-stock items are shipped with 1-2 days of receipt of order. Items ordered, but not available in immediate inventory, are backordered with the publisher. Publisher backorders with larger publisher sources are typically satisfied within 14-20 days. Backordered materials are consolidated and shipped within 6-10 days of receipt in our warehouse.

Primary/Secondary Center Service

If the Library so chooses, we will be pleased to provide access to a secondary warehouse. Using Primary/Secondary warehouse service: Orders for material will be filled from the primary service center. Those items not filled from the primary center will then be sourced from the secondary center. If items are available in the secondary center, they will be shipped directly to the Library. As each order cascades from the primary to the secondary center automatically, in-stock items will be filled and released from both centers simultaneously. Freight charges associated with shipments from the secondary center will be invoiced to the Library.

Any items not available in the secondary center will be backordered with the publisher, to be filled from the primary service center location.

E. Ordering and Order Fulfillment

(Generally orders do not have to be complete before the first shipment is made to the Library)

a. The Library prefers to place orders electronically. Can you accept orders:

- ☒ By Email
- ☒ By EDIFACT
- ☒ Through a website (*Title Source 360*)
- ☒ Other, please specify *Toll Free Telephone / Toll Free Fax -Please see Attachment 7*

b. What is your usual first-fill rate

- ☐ 91-100%
- ☒ 76-90% (*for in-print and publisher available material*)
- ☐ 50-75%
- ☐ Less than 50%

F. Customer Services

a. Identify the name, title and qualifications of the designated customer service representative(s) and/or sales representative(s) to serve as the vendor's representatives to the Library. Please include contact information.

Name: *David Hargrave*

Title: *Vice President of Sales – Western Region*

Qualifications: *Please see Attachment 8.*

Additionally, we are pleased to announce a new member joining our B&T family, Joel Holland. Joel, based in Seattle, will serve as our Northwest Area Sales Consultant beginning January 2024.

Contact information:

Phone: *800-775-7930, ext. 1390*

Email: *David.Hargrave@baker-taylor.com*

- b. Describe your firm's policy on responding to customer phone calls, emails, or online troubleshooting submissions. Is customer support available during evening and weekend hours?

Customer Service

Telephone calls and emails will receive a response within one business day. Service staff is available Monday-Friday, 8:00 am to 6:00 pm EST.

Donna Elam

800-775-1200, ext. 2746

Donna.Elam@baker-taylor.com

Technical Support (troubleshooting B&T Systems / Title Source / OnLine Customer Support)

Telephone calls and emails will receive a response within one business day. Assistance with B&T online systems is available through our Tech Support group. Service staff is available Monday-Friday, 8:00 am to 6:00 pm EST.

800-775-3700

Tech.Support@baker-taylor.com

- c. Describe your procedure for handling problem resolution (for example, missing titles, wrong book shipped, no charge replacements for defective or damaged items).

For any question or request involving an item missing from shipment, wrong book shipped, or the return of damaged or defective material, please contact your Customer Service Representative for assistance.

Regarding returned items:

Baker & Taylor will accept the authorized return of items that are damaged, defective, or incorrectly shipped. Any authorized return will be returned via a call tag pick up, initiated by Baker & Taylor. Any freight charges associated with the delivery of the replacement item are the responsibility of Baker & Taylor. Please see the enclosed Return Policies, Attachment 5, for further details on credits and returns.

To make a return, simply contact your Customer Service Representative within the time period specified to obtain an authorization number for your return. Once the authorization has been obtained, the library may either have replacement product shipped to the library, or may have a full credit applied for the item to the invoice in question.

- d. Describe your return policy, including how you address issues with product that is shipped out with defects (shoddy bindings, missing pages, etc.), whether the replacements are checked for same issue before shipping, and which party is responsible for shipping costs related to faulty materials.

Please see item c. above for information on authorized returns and our return policy. Any authorized return will be returned via a call tag pick up, initiated by Baker & Taylor. Any freight charges associated with the delivery of the replacement item also are the responsibility of Baker & Taylor.

Regarding replacement material:

Baker & Taylor is a wholesale firm and so must rely on the originating publisher sources to produce printed material. Our goal, as always, is to provide product free from any defect. If a defective copy is sold, we will provide a proper replacement or credit to your account.

In many instances, a defective copy within a publisher title shipment is an anomaly. However, on occasion, a lot shipment may contain an identical defect across multiple copies. Our Inventory Control staff does spot check incoming shipments, but, because of the volume of material moving into our warehouses, not every book unit is inspected.

Under normal circumstances, an ordinary replacement copy requested for a title would be pulled from our inventory shelves and shipped, with regular inspection (no additional or special process). If we have received multiple returns or comments against a particular title, however, our control staff is alerted, and they filter through copies on the shelf to determine if the defect appears in other copies. If we discover that we have a defective lot of material, it is immediately pulled from our warehouse shelves, and we contact the publisher to arrange for a new shipment.

e. Describe status reports available, and provide examples of them.

Please see Attachment 9 for sample status reports. A description of the reports appears below.

Book Materials/Spoken Word Audio CD

Items ordered, but not immediately available (first shipment), will be listed on our status report. This report will accompany your invoice. Status reports will include all backordered items, as well as explanations for cancelled items. Status reports are generated with each shipment and are also available upon request.

DVD/Music CD

Backorder reports are available upon request. These may be requested on a regular basis (produced monthly, quarterly, semi-annually, or annually) or on demand.

The status of any order may be viewed online, at any time, via our Online Customer Support (OCS) website.

The Library can track order history and view shipments online, free of charge, through our Online Customer Support tool, OCS. OCS is Baker & Taylor's web-based account management system, available to the Library via our website at <http://www.baker-taylor.com>.

Access to the OCS system via your web browser is available 24 hours a day, 7 days a week to search and view account information, orders, and invoices.

OCS' sophisticated search options include the ability to query orders by Purchase Order, B&T Order Number, Order Date Range, and more. The OCS data is updated to reflect the latest order and invoice status, as well as up to six months of history.

The Library can also view detailed information on order and account status, warehouse location, quantities and prices, and shipping details. If a shipping carrier such as UPS, has external tracking capabilities, a link in the OCS system will take the Library directly to the carrier's website where additional information on your shipment's status is available. There is also an option that helps the Library to print invoices and order details for record keeping.

f. Provide explanation of company's billing cycles and policies and indicate whether sales tax is included on invoice.

Invoices are generated as products are shipped for delivery. Payment terms are net 30 days from the date of invoice.

Any sales tax associated with purchases appears as a separate line item on the invoice and is collected and remitted to taxing authorities. As an alternative, the Library may choose to self-report and remit.

REQUEST FOR QUALIFICATIONS
FOR

Library Materials Vendor

NON-COLLUSION AFFIDAVIT

State of ~~Washington~~ South Carolina

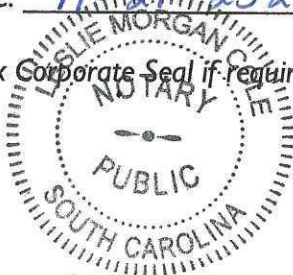
County of Cherokee, being first duly sworn, deposes and says:

That he/she is Director-Pricing Services of Baker & Taylor, LLC
(a partner or officer of the firm of, etc.) the party making the foregoing proposal, certifies that such proposal is genuine and not collusive or sham; that said Proposer/Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Proposer/Bidder or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the proposal price of affiant or of any other Proposer/Bidder, or to fix any overhead, profit or cost element of said price, or of that of any other Proposer/Bidder, or to secure an advantage against the North Olympic Library System or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

By: Lee Ann Queen Lee Ann Queen
Title: Director-Pricing Services
Date: 11/21/2023

(Affix Corporate Seal if required)

NONE



Leslie Morgan Cole

Notary Public

My Commission Expires 04/25/2032

My commission expires _____

REQUEST FOR QUALIFICATIONS
FOR

Library Materials Vendor

LEGAL STATUS OF BIDDER

The Proposer/Bidder declares the following legal status:
(Complete one)

A ~~Corporation~~ Limited Liability Company organized and existing under the laws of the State of Delaware

A Partnership consisting of the following partners: _____

An individual doing business as: _____

AUTHORIZED SIGNATURE OF PROPOSER/BIDDER

Firm Name: Baker & Taylor, LLC

Signed By: Lee Ann Queen Lee Ann Queen

Title: Director-Pricing Services

Business Address:

2810 Coliseum Centre Drive – Ste. 300

Charlotte, NC 28217

Date: November 21, 2023

Baker & Taylor Attachments

Baker & Taylor
Discount Terms and Conditions of Sale (Firm Order and Standing Order Print)
North Olympic Library System (WA)

Baker & Taylor is pleased to offer the discount terms and conditions contained in this Attachment 1. 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 = 44.5 % C = 44.5 %	
II.	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction; see also Product Category IX for exceptions)	J1	J1 = 44.5 %	
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 = 10.0 % X = 10.0 % N = 0.0 % (b) L = 10.0 % (c)(d) 7 = 20.0 % (d) M = 10.0 % (c)(d) 1 = 20.0 % (d) T = 0.0 % U = 0.0 % V = 0.0 % W = 0.0 %	4 = 0.0% Letter O = 0.0 % 5 = 0.0 % 6 = 0.0 % 8 = 0.0 % 02 = 44.5 % J2 = 44.5 %
X.	Imported English and Non-English Language Editions; see also Product Category IX for exceptions	F/K/3	0.0%	
XI.	Enhanced Service Program	Y / Q	0.0 % + \$ 4.95/unit (e)	

XII.	Spoken Word Audio; see also Product Category IX for exceptions	H	H = 44.5 %
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 2 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 plus \$4.95/unit.
- (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 1 do not apply to Baker & Taylor's 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
Terms and Conditions of Sale
(DVD / Blu-ray / Music CD Products, Firm Order and Automatically Yours Programs)
North Olympic Library System

Price Indicator	Definition	Discount
2	Music Compact Disc	15.0%
9	DVD / Blu-ray *	29.0%

List prices are manufacturer's suggested list prices, where available. In instances where no list price is supplied by the manufacturer, a list price will be assigned by Baker & Taylor.

*

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

Category Definitions

(Please see Attachment 1 for discount terms and conditions of sale, discount pricing grid and Price Indicators.)

- I. Adult Trade Hardcover Editions (Price Indicators 01, 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.
- XVI. DVD (9)**
Materials designed for the general consumer, often having broad mass appeal. Producers of these materials provide the products with standard supplier discount and with no supplier restrictions.
- XVII. Music CD (2)**
Materials designed for the general consumer, often having broad mass appeal. Producers of these materials provide the products with standard supplier discount and with no supplier restrictions.

Attachment 3

Enhanced Services Program

(optional program for print and spoken word audio CD)

Baker & Taylor is pleased to provide a service that will save your library time and money when procuring titles from small and hard to find publishers. By utilizing B&T's vast publisher and title database, the library can purchase a wide variety of low demand and small print run titles from associations and limited edition, prepayment, and non-returnable publishers.

Baker & Taylor's Enhanced Services Program (ESP) provides the library with access millions of active book titles representing over 75,000 imprints. This breadth of coverage is greater than that of any other book industry wholesaler.

The ESP program builds on Baker & Taylor's already outstanding publisher relations by:

- Expanding our vendor relations team responsible for the follow-up of all publisher orders, improving the speed of delivery of all titles to the library;
- Widening our publisher base to include hundreds of small non-commercial publishers formerly considered apply direct by the book industry; and
- Increasing our reporting capabilities by providing order status reports for 100% of all titles not yet published, and by supplying anticipated publication release dates for all out-of-stock items.

Material where Baker & Taylor receives no discount from the publisher, or where prepayment is required by the publisher, or books of small, limited in-demand and/or non-commercial publishers will be invoiced at list price plus a service charge of \$4.95/unit. For libraries concerned about purchasing these types of titles, B&T's Title Source website can assist the librarian in researching a particular item's category and format. These titles will appear with a Y or Q in the discount code field. Additionally, you may contact your Customer Service representative or Information Services via phone, fax, or e-mail (btinfo@baker-taylor.com) to determine titles before placing an order.

As a convenience to the library, B&T can exclude these titles from all orders by adjusting the library's account profile setup. Please contact your Customer Service Representative for additional information.

CATALOGING/PROCESSING SERVICES-TechXpress Services
(Book/Spoken Word Audio Editions)

Components currently utilized by the Library are listed below. Many other options are available for the preparation of book, spoken word audio CD, and DVD product; please contact your Sales Consultant for assistance.

BOOK MATERIALS

Mylar Jacket\$1.19/unit

Plastic Poly Laminate for Paperback Cover Reinforcement

7 mil \$2.05/unit
10 mil \$2.15/unit

Baker & Taylor offers libraries around the world a full range of cataloging and processing options and services. We know every library has different needs — so our approach is personal. We will work with you to fully understand and meet your requirements. We can deliver all your materials cataloged and processed — and get them into your hands quickly — improving circulation and easing staff workloads.



TechXpress Benefits

- Fast delivery of cataloged and processed materials
- Not-yet-published titles delivered by street date fully cataloged and processed
- Cost-effective approach
- Improved workflow efficiencies
- Satisfied patrons

PROCESSING SERVICES

Baker & Taylor delivers books, music and movies faster than ever. Our top-of-the-line processing services include a wealth of options so you can get titles how and when you need them.

Options include:

Mylar Jackets

Protective jackets which enhance durability and extend the circulation life of your hardcovers.

Laminated Covers

Clear plastic sheet laminated directly onto original paperback cover, extending the life of higher circulation paperbacks.

Spine Label

Formatted and customized to your cataloging specifications.

Barcode

Linking your materials to your catalog.

Stamping

Personalize your materials with custom address information.

Ownership and Custom labels

Customized to include your location, website address and bibliographic information.

Theft Detection

Variety of devices available for books, movies and music products.

Date Due Slip & Pocket

Can be attached to the inside front or back cover for ease of use.



Institutional Returns Policy
(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.btol.com/international_libraries_details.cfm?sideMenu=Contact%20Us&home=home_help_details.cfm&ctx=1

All returns should be sent to:

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

1 of 3 (continued on the next page)



Continuation Services Return Policy

STANDING-ORDER CANCELLATION AND RETURN POLICY

Baker & Taylor Continuation Services is a customized standing-order program designed for public, academic and school libraries. Customers may sign up for series on a standing-order basis, and will automatically receive every publication as they become available from publishers. Due to the nature of this program, only the exact amount of required books is ordered from each publisher on behalf of profiled customers. It is therefore necessary to adhere to a firm cancellation/return policy.

CANCELLATION POLICY

The customer must notify Continuation Services at 800-775-3600 at least 30 DAYS PRIOR TO PUBLICATION DATE to request the cancellation of a title or the deletion of a series from their profile.

To keep customers informed of their backordered titles, Continuation Services shipments include a Backorder Status Report. This report lists titles which a customer can expect to receive within the next three months. NOTE: Backorder Status Reports should be reviewed immediately upon receipt of shipment. Also, Master Profile Reports, a listing of all series on a customer's standing-order profile, are available upon request. Registered users may also view/maintain their standing order profiles and backordered titles via <http://compass.btol.com>.

RETURN POLICY

The following guidelines are required to ensure prompt handling of your return. All Continuation Services product returns require authorization from your Continuation Services Customer Account Representative in Bridgewater, New Jersey.

- 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 or property stamped by your library, are considered non-returnable.
- A title, which is ordered and received through Baker & Taylor Continuation Services, cannot be returned if a duplicate is received from another source. These books should be returned to the other supplier.

HOW TO OBTAIN RETURN AUTHORIZATION

Please use the Return Authorization Form from your shipment's packing list to make all returns. Contact your Continuation Services Customer Account Representative at 800-775-3600 for return authorization. All claims for damages and shortages 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 – attached to the carton packing list
 - b. Your Continuation Services "C" account number, invoice and/or ATS# from the shipment's packing list
 - c. Reason for claim/return
 - d. Action being requested:
 - i. Replacement of product
 - ii. Credit to your account; no replacement product necessary
2. Your Customer Account Representative will assign your return an authorization number (RTA#). To expedite the process, please clearly mark the RTA number on the Return Authorization Form and on the outside of the carton in the upper right corner of the shipping label. **Ship returns to: Baker & Taylor; Attn: Dept. R; Commerce Service Center; 251 Mt. Olive Church Road; Commerce, GA 30599-1100.**
3. Make your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.

DAMAGED SHIPMENTS

If you receive a damaged carton(s), which resulted in a 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 Continuation Services Customer Account Representative via the toll-free number listed below.

CLAIMING SHORTAGES

Please check your packing list or invoice before claiming shortages. All shortage 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.



SCENE & HEARD A/V

(Updated July 2015)

Library & Education Account Audio/Video Product Returns Policy

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

How to Obtain Return Authorization

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

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

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

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

All returns with RA# should be sent promptly to:

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

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

Email via AVInfo@Baker-Taylor.com or
LibraryA/Vcustomerservice@baker-taylor.com

Attachment 6

Additional Benefits

Baker & Taylor understands that the Library System seeks a vendor for the supply of book and DVD materials, with supporting services for electronic order, confirmation, and invoicing. Collection development services also will be provided as requested. Please see our response for details on our

- Title Source selection and ordering website
- Selection Lists and Collection Development Services
- Dedicated Customer Service Staff
- Standing Order/Automatic Shipment/Automatic Notification Services

In our proposal, we have outlined our capabilities and our proven commitment to service. These qualities, coupled with our 194-year history and our breadth of title and publisher coverage, make Baker & Taylor the best choice for a material vendor partner.

We offer:

- *experience; B&T is pleased to provide services to the library community ranging from book-only to fully customized services and solutions*
- *a team of dedicated account specialists, to monitor both standard orders and specialized projects*
- *an area field sales representative to offer on-site assistance and training as needed*
- *full-service service centers, for fast and efficient delivery*
- *quality title selections geared toward the support of all patron needs*
- *a variety of cataloging/processing services to provide quick and efficient delivery to the shelf*
- *electronic selection tools to assist with title searches, collection development, and ordering functions*
- *a Collection Development staff with the knowledge and experience to benefit your staff and your patrons*

Baker & Taylor is a leading full-line distributor of books, eBooks, spoken word audio CD, DVD and music CD products to library facilities, with annual sales of more than 55 million units from over 75,000 publishers and imprints. The oldest book distributor in the United States, B&T has provided economical pricing and excellent services for over 194 years.

Our contacts and experience in the library marketplace have enabled us to establish the most comprehensive coverage of materials and range of services in the industry. Currently, we maintain a national inventory of over 4.5 million items representing approximately 400,000 unique media and book titles. We supply all categories of materials for all levels of library patrons, including general adult readers, researchers, professionals, and Children and Teens. In addition to items that are stocked in our distribution centers, we maintain a product database that contains over 9 million items.

We partner with libraries to deliver more than products and services: we empower public libraries to make positive change in their communities. With a focus on improving community outcomes, we support public libraries in delivering literacy, learning, and skills development to patrons through exclusive partnerships and technology.

Our work goes far beyond product distribution. As a fully independent, minority-owned business, we are wholly committed to partnering with our library customers to improve community outcomes.

Every day, our team of over 1,100 library and literacy champions work with purpose, developing innovative solutions to address the challenges libraries face. From improving representation with our Diversity, Equity and Inclusion module to creating a pathway to sustainability with our book recycling program, our team works tirelessly to support our customers. We look forward to providing our dedicated solutions and services to you.

TOLL-FREE NUMBERS AND ADDRESSES OF BAKER & TAYLOR CONTACTS**For Placing Orders****Firm Orders (Print Book/Spoken Word)****Boundless E-Content**

Baker & Taylor
 Attn: Ordering Department
 Commerce Service Center
 3584 Old Maysville Rd
 Commerce, GA 30529
 Toll-Free Telephone 800-775-1100
 Toll-Free Fax 800-775-7480
 Email: orders@baker-taylor.com

Gale E-Book Services

Ms. Jennifer Russo
 Support Center Representative
 Baker & Taylor
 501 US Route 22
 Bridgewater, NJ 08807
 Toll-Free Telephone 800 775-3600 x7288
 Email: Jennifer.Russo@baker-taylor.com

Continuation Service Materials

Baker & Taylor
 Attn: Continuation Services
 501 US Route 22
 Bridgewater, NJ 08807-0885
 Toll-Free Telephone (800) 775-3600
 Toll-Free Fax (800) 775-1600
 Email: btcontinuations@baker-taylor.com

DVD/Blu-ray/Music CD

Baker & Taylor
 Attn: Library Services
 2810 Coliseum Centre Dr.-Ste 300
 Charlotte, NC 28217

 Toll-Free Telephone: 800-775-2600, x2026
 Toll-Free Fax: 888-285-8922
 Email: avinfo@baker-taylor.com

Customer Service / Account Support**Book / Spoken Word CD / DVD**

Ms. Donna Elam
 Customer Service Representative
 (800) 775-1200 x2746
 Email: Donna.Elam@baker-taylor.com

Continuation Service

Ms. Jennifer Russo
 Continuation Service Account Representative
 (800) 775-3600 x7288
 Email: jennifer.russo@baker-taylor.com

Sales Consultant

Mr. David Hargrave
 Vice President of Sales – Western Region
 (800) 775-7930 x1390
 Email: David.Hargrave@baker-taylor.com

REMIT ADDRESS (Lockbox)

Baker & Taylor
 PO Box 277930
 Atlanta, GA 30384-7930

CUSTOMER FINANCIAL SERVICES:

Baker & Taylor
 2810 Coliseum Centre Drive; Suite 300
 Charlotte, NC 28217
 Phone: 800-340-5370
 Accts. Receivable Fax: 704-998-3314
 Email: dl-arsupport@baker-taylor.com

Attachment 8

RESUMÉ

Name: David Hargrave

Job title: Vice President of Sales – Public Libraries – Western Region

Years of experience in this position: 6 years

Years of library experience: 34 years

Years of experience with Baker & Taylor: 34 years

Experience:

1989 – Present Baker & Taylor Various Positions

- 1/2023 – Present: Vice President of Sales, Academic and Public Libraries
- 12/2017 – 1/2023: Vice President of Sales, Public Libraries – Western Region
- 7/2003 – 12/2017: Director of Sales Public Libraries, Western Region
- 11/1997 – 12/2003: Western Regional Sales Manager
- 8/1993 – 11/1997: Sales Manager – California and Hawaii
- 11/1989 – 8/1993 – Sales Representative

1985-1989 Vice President – Reel Time Corporation

Educational Background:

- 1989-1993 M.B.A, University of Colorado
- 1975-1979 B.S., Southern Illinois University

Other:

Vice President Paso Robles Library Foundation Board

Attachment 9

Sample Standard Book/Spoken Word Status Report



INVOICE # 5000815499
 INVOICE DATE 01/26/21
 ACCOUNT # XXXXXX Lxxxxxx 3 000000
 ATS # MOM0000000
 PAGE 001

STATUS

THE FOLLOWING ITEMS WERE NOT IN STOCK AT THE TIME OF YOUR ORDER. STATUS REPORTS INDICATED ARE BASED ON PUBLISHER SUPPLIED INFORMATION. IF YOU BACKORDERED, THE REMAINING ITEMS WILL BE SHIPPED AS RECEIVED FROM THE PUBLISHER UNTIL YOUR CANCELLATION DATE IS REACHED. INVOICES REPRESENT ITEMS SHIPPED.

QTY	TITLE	AUTHOR	Type	ISBN	PUBLISHER	LIST PRICE			STATUS	DISPOSITION	DUE DATE
	BT ORDER #	CUSTOMER PO #	FUND #	CUST REF #	ISBN-10						
1	BODIES LEFT BEHIND 00000001 SAMPLE BID	DEAVER, JEFFERY 222222	HRD		9781439101872 1439101876	SIMON	xx.xx		AD	CANCELLED	
1	I REMEMBER PETE MARAVICH : 00000001 SAMPLE BID	TOWLE, MIKE. 222222	HRD		9781581821482 1581821484	TURNL	xx.xx		BP	BACK ORDERED	
1	MEDITATIONS WITH TEILHARD DE CHARDIN 00000001 SAMPLE BID	TEILHARD DE CHARDI 222222	PAP		9780939680474 0939680475	INNET	xx.xx		BP	BACK ORDERED	
1	PRESERVING MEMORIES : 00000001 SAMPLE BID	GLATTSTEIN, JUDY, 222222	PAP		9781555914738 155591473X	CNSRB	xx.xx		BP	BACK ORDERED	



Sample DVD/BluRay/Music Status and Backorder Report

PRE / BACKORDER REPORT

SHIP TO: SAMPLE

ORDER POINT: PGH HOLD STATUS **SAMPLE**
ATTN:
PHONE:

ITEM	NUMBER	DESCRIPTION ARTIST	P.O. #	PRICE NET	PRICE	QUANTITY	EXTENSION	ORDER DATE	RELEASE DATE	TYPE	SHIP WHS
DDWD	3965100	GREATEST GAME EVER PLAYED DILLANE, STEPHEN	222222	xx.xx	xx.xx	1	xx.xx			B	MOM
DDBBCV	1000094679	TOP GEAR 10 CLARKSON, JEREMY	222222	xx.xx	xx.xx	1	xx.xx			B	MOM

STANDING ORDER PROGRAMS

Traditional Print Reference Material

Our Continuation Services database includes 40,000+ Series representing in excess of 250,000 individual titles. These include numbered and unnumbered monographic series, proceedings, non-subscription serials, sets in progress, selected U.S. government documents, and publications of the United Nations and other international agencies, as distributed in the U.S. Some of our best-selling series include: World Almanac and Book of Facts, Writer's Market, Rand McNally Road Atlas, Physician's Desk Reference, Scott Standard Postage Catalogue, Peterson's Guides and Who's Who Directories.

Unlike other vendors in the industry, B&T **does not** limit your selection of series and titles to a closed listing. B&T offers a wide variety of publishers and has an extensive offering in text, technical and reference series collections. If you are interested in receiving a series which is not in our database, we will contact the appropriate Publisher to determine its availability and establish it for you.

Title Source

The Library may access and work with standing order titles/series within our Title Source 360 website. Librarians can reduce time consuming phone calls and paperwork by modifying profiles, creating bibliographic searches, submitting claims, and developing management reports on-line, 24-hours a day. The benefits of this system include:

- View/modify your CS profile on-line. Subscribers can make title changes, add series, or review pending shipments at their convenience.
- Access to Enriched Series/title database containing over 250,000+ series titles. Search options include: ISBN, title, publisher, author, editor, subject categories, and more.
- On-line claims and new series request service – now, claiming a specific issue or requesting new series is only a mouse-click away. Our program specialists will constantly monitor submitted claims and provide daily updates, so subscribers can make informed decisions.

The "point and click" interface means that information is never more than a text box away, with no complex commands to remember or difficult menus to navigate.

Baker & Taylor's Continuation Services program also offers the following additional features:

Publisher Flyer Program

Promotional flyers from our vendor partners announcing "new & noteworthy" series, published 4-6 times per year (**free of charge**).

The Navigator

Quarterly publication of forthcoming titles, **free of charge**. The Core List, published annually, contains more than 1,500 titles covering a variety of subject areas, including: Business, Travel & Tourism, Bibliographies, Computer Technology, Economics, Education, Occupations & Careers, and much more. Libraries of all types can rely on this authoritative list to build or enhance their standing order collection. Each Core List entry includes series ID, title, publisher, last title published, last date published, list price, frequency and special notes. Additional information, such as subtitle, title changes, and main series can be found in the "notes" column for selected entries.

Free Price Quotation Service

Submit a list of titles to our Continuations staff and they will provide a price quotation with the most recent issues available (**free of charge**).

Free Account Transfer Service

Baker & Taylor can handle all of the time-consuming account transfer tasks for the Library, **free of charge**. Simply follow two easy steps:

- 1) Forward a notification letter requesting an account transfer with a supply of your Library's letterhead and envelopes.
- 2) Include your current standing order titles listing including the publisher/vendor name and address for each title and the last issue received by the library.

Baker & Taylor will take care of the rest including:

- Forwarding cancellation notices to the applicable publisher/vendor
- Periodic updates of pending titles, including additional requests to publisher/vendor
- Confirmation of your current Baker & Taylor series profile to ensure all titles have been added.

Comprehensive Management Reports

Master profile reports, status reports, shipping & invoice histories, and individual title reports are available in Excel and Word format.

For additional information, please contact Baker & Taylor's Continuation Services Department at (800) 775-3600.

Processing for Continuation Titles

Baker & Taylor will be pleased to provide processing services for your Continuation titles. We will work with the library to meet processing requirements such as mylar jackets for hardcover materials or cover lamination for paperbacks. Please contact your Customer Service Representative for further information.

How to Order

B&T can accept CS orders via phone toll-free, by fax, mail, e-mail, or electronically on-line via Title Source. Once the orders are received, your account representative will immediately update the individual library's customized account profile(s). Weekly account profile confirmations will be forwarded directly to the individual library address as necessary.

Telephone: (800) 775-3600

Fax: (800) 775-1600

btcontinuations@baker-taylor.com.

Automatically Yours (Popular Author/Series Profiles)

Baker & Taylor's *Automatically Yours* program delivers the latest publications from popular authors right to your door. Select your favorite authors—Baker & Taylor will send the latest titles as soon as they are released. Firm Order discounts (**Attachment 1**) will apply.

Automatically Yours has 8 different programs from which to choose:

- **Popular Adult Fiction Authors** – featuring over 1000 fiction authors
- **CATS Authors & Illustrators** – featuring over 600 of the most popular children and young adult authors, fiction and non-fiction.
- **CATS Awards** – featuring more than 80 professionally selected national and international children's and teens awards.
- **Spoken Word Audio**
- **Large Print Popular Adult Fiction Authors**
- **Book Club Plans** - Baker & Taylor offers 4 different Book Club Plans to help meet your patrons' demands:
 - "Today" Show Book Club
 - Reading with Ripa Book Club
 - "Good Morning America" Book Club
 - "Oprah's" Book Club
 - (Although Oprah has discontinued her book club, she will occasionally recommend titles. We will continue to automatically ship these titles.)*
- **Inspirational Authors** – Offers over 250 authors to from which to choose
- **Graphic Novels** - Available for Adult and Teen titles. Choose from 500 series.

CATS Series (Children's and Teens)

Our CATS Series includes the newest and most popular continuing series for public libraries, including picture books, easy-to-read, juvenile fiction and nonfiction, graphic novels/Manga/comic strip books, teen fiction and nonfiction, and Spanish/bilingual titles. New titles are shipped to you automatically upon publication when you request the series appropriate for your children's and teen collections.

Additionally, we provide confirmation reports on forthcoming titles including information such as ISBN, publisher, and order status.

**Automatic Shipment Services – DVD
Box Office (DVD-Demand Driven)**

With the dramatic rise in DVD demand, we understand the difficulty in keeping up with ordering all of the box office hits. Baker & Taylor can help with our Box Office Hits on DVD Standing Order Program. Simply choose the quantity you would like to receive, based on the millions sold at theatres, and we will ship the product to you. Each week, by email, we will send you the latest list of titles to hit the charts. For more information, please contact us at 800-775-2600 x2079.

TV and Movie Standing Order Plans (DVD-Series Driven)

Many libraries are experiencing tremendous growth in their circulation of AV titles; selecting and maintaining an adequate collection of popular DVDs can be a challenge. Our plans allow you to have all of the most popular DVD series titles, shipped automatically as they are produced and released.

Automatic Shipment Services - Music
Hot Hits – Standing Order Program (Music CD-Demand Driven)

Each week you will receive a list of New Release music titles, based on your profiled Music Genre selections. This will allow you to make changes to the list before the titles are ordered and shipped to your account.

Benefits of the Hot Hits program include:

- Never receive the same title twice
- Convenient delivery of lists (Title Source cart or EXCEL spreadsheet)
- Flexibility to adjust your order quantities at any time
- Weekly e-mail updates of new titles
- Choose to receive Parental Advisory or Edited versions of titles

The program is simple – just tell us how many copies of a title you would like to receive, based upon the following Music genres:

Quantity	
_____	Dance
_____	Country
_____	World
_____	Soundtrack
_____	Jazz
_____	Rock
_____	Latin
_____	Rap
_____	New Age
_____	Blues
_____	Classical
_____	Pop
_____	R & B
_____	Reggae
_____	Parental Advisory
_____	Clean Version Only

Each time a New Release is announced, we will send to you the titles that are in the Genres that you've selected.

Attachment 11

Introducing selectionHQ

from Baker & Taylor

selectionHQ Essential

selectionHQ Essential is a set of free, self-service selection lists on Title Source 360 (TS 360). Includes B&T programs and publications as well as special collection areas such as Travel and Test Prep. Covers multiple book formats along with music, video, and spoken word.

selectionHQ Notify & selectionHQ Plus

selectionHQ Notify and selectionHQ Plus are notification services where new and forthcoming titles (print and spoken word CD) are sent as TS 360 carts. Customers may choose from a set list of carts (genres, Dewey centuries, etc.). Titles are split into these common collection areas using indexed data points. Items will only be listed once; ISBNs that appeared in previous notification carts will not be listed again.

Customers have the option of receiving carts monthly on the 5th or every other Thursday.

selectionHQ Notify

- High-range popularity titles
- Starred Titles
- Optional Top Authors carts grouped by audience

selectionHQ Plus

- Mid to high-range popularity titles
- Reviewed (including Kirkus Collections)
- Optional Top Authors carts grouped by common collection areas
- Option to apply grid templates at the cart level
- Option to duplicate check against B&T order history (using ISBN)

selectionHQ Professional Services

selectionHQ Professional Services provides a custom solution to support ongoing collection development and management. Dedicated professional staff will work with the library to assess needs and create a custom workflow.

- Flexibility in cart structure and criteria
- Monthly TS 360 carts with flexibility in timing (i.e. staggered collection areas)
- Grid templates applied at the cart level
- All titles are ESP-ranked using customer cHQ data and distributed using ESP Recommended or custom ESP Profiles
- Option to select a format preference (only the preferred format will be shown)
- Duplicate management options including previous carts and B&T order history
- Occasional one-time or supplemental carts included

**selectionHQ Professional Services requires an annual contract. Customers must also subscribe to collectionHQ/ cHQLite and ESP Professional.*