



July 15, 2016

Mr. Gerald Elrod, Contracting Officer
Office of Management and Enterprise Services
Central Purchasing
5005 N. Lincoln Blvd, - Ste. 300
Oklahoma City, OK 73105

**RE: Request For Proposal
Solicitation # SW 16012, Statewide Contract for Books**

DUE: July 19, 2016 at 3:00 PM

Dear Mr. Elrod:

Thank you for allowing Baker & Taylor the opportunity to bid on subject solicitation. We have reviewed the requirements in detail and are confident we can satisfy the specifications of the State of Oklahoma. Please accept this letter as part of Baker & Taylor's comprehensive bid proposal; any required responses or items of clarification are itemized following the format of the RFP.

Should you have any questions, please contact me as listed below.

Thank you for your consideration. We look forward to your response to our proposal.

Sincerely,

A handwritten signature in cursive script that reads "Lee Ann Queen".

Lee Ann Queen
Director – Pricing Services

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

Telephone: 800-775-7930, ext. 3245
E-Mail: bids@baker-taylor.com

GENERAL PROVISIONS

A. 10. Pricing

A. 10.1 Proposal will remain firm for 60 days from the date of bid opening.

A.15. Award of Contract

If notification of bid award is by purchase order only, please send the first purchase order to the following address so that we may correctly adjust the discounts according to the terms of this bid:

Baker & Taylor
Attn: Pricing Services
2550 West Tyvola Road, Suite 300
Charlotte, NC 28217
Fax: 704-998-3260
bids@baker-taylor.com

A. 17. Delivery, Inspection and Acceptance

A. 17.1 Baker & Taylor will deliver all material F.O.B. Destination, with **free shipping** from your primary service center.

State Departments/Agencies
Public Libraries

Momence, IL
Commerce, GA

Baker & Taylor will accept the authorized return of items that are damaged, defective (i.e. publisher's defects), or incorrectly shipped. Please refer to the attached **Baker & Taylor Return Policies (Exhibit D)** for detailed information on credits and returns. To make a return, simply contact the appropriate Customer Service Representative. Your Customer Service Representatives will assist you with any returns. Please see **Exhibit E** for a list of Customer Service Representatives.

A. 17.2

In-stock items will be delivered within 3-4 business days after receipt of order, or, within 7-10 days if processing is required. Any items that must be backordered with publishers will be consolidated and shipped with 7 days of receipt from the publisher, or within 10 days if processing is required. Our backorder delivery timeframes are dependent upon publisher availability and printing schedules, but are typically satisfied within 45 days.

A.18. Invoicing and Payments

A.17.1 Invoices are issued at the point of shipment and delivery of product. Payment terms are Net 30 days from date of invoice.

Remittance Address:

Baker & Taylor
P.O. Box 277930
Atlanta, GA 30384-7930

A.26. Insurance

Per your request, please refer to the enclosed requested insurance document **Exhibit F**.

B. SPECIAL PROVISIONS

B.4 Authorized Users

Baker & Taylor is pleased to offer proposal for the State of Oklahoma, State agencies, and Public Libraries/Public Library Districts. The contract offer does not cover K-12 school districts or institutions of Higher Learning.

B.6 Ordering

Product orders may be placed with Baker & Taylor by mail, phone, fax, e-mail, or electronically. Please see Exhibit E for ordering information.

C. SOLICITATION SPECIFICATIONS

C.1. Introduction

Understood.

C.2. Categories

C.2.1 to C.2.11

Baker & Taylor provides print material in a variety of binding types. Please see the notes on Attachment C for additional information on binding and material types included within the State's categories.

C.3. Account Management

C.3.1/C.3.2/C.3.3

Your Sales Consultant (Tammy Roberts) is available for demonstrations and for local site visits as needed. Contractual issues, information requests, or liaison duties should be directed to our Contract Department (Pricing Services-Lee Ann Queen, Director).

Tammy Roberts
Sales Support
800-775-7930, ext 1270
Tammy.Roberts@baker-taylor.com

Lee Ann Queen
Contract Support
800-775-7930, ext 3245
queenL@baker-taylor.com

C.4 Purchasing Process and Pricing

C.4.1. Please see Exhibit E for a listing of Customer Service representatives, available to assist with daily order and delivery needs. Please see item C.3 above for information regarding assistance with contract support.

C.4.2 Baker & Taylor is pleased to offer to the **State of Oklahoma** discounts from the current publisher's list price.

Exhibit A provides an outline of available discount terms. Additionally, please find enclosed a brief description of Baker & Taylor's category types and their definitions (**Exhibit B**). This will clarify to the State the criteria used to classify a particular binding category.

Baker & Taylor's Enhanced Services Program (**Exhibit C**) describes in detail a valuable service that will save time and money when procuring book/spoken word audio titles from small and hard to find publishers. By utilizing B&T's vast publisher and title database, the State can purchase a wide variety of low demand and small print run titles from associations and limited edition, prepayment, and non-returnable publishers. These titles will be invoiced at list price.

C.5 Service Level Requirements and Expectations

C.5.1. Mandatory Service Level Requirements

- C.5.1.1** Comply. Baker & Taylor has been in business for over 187 years and is an awarded vendor for the State's current Statewide Contract for Books.
- C.5.1.2** Comply. Baker & Taylor is a wholesaler (distributor) of book, DVD, and music CD products.
- C.5.1.3** Comply. Baker & Taylor will accept the authorized return of items that are damaged, defective, or incorrectly shipped. Please see the enclosed Return Policies (**Exhibit D**) for further details on credits and returns. Please contact the appropriate Customer Service Representative (**Exhibit E**) for assistance with any product or invoice discrepancy.
- C.5.1.4** Comply.
- C.5.1.5** Comply.

C.5.2 Desirable Service Levels and Expectations

- C.5.2.1** Comply.
- C.5.2.2** Overall fill rate will meet or exceed 98% (including initial shipment and any backorder shipments) within 60 days after receipt of order, for in-print and available material. Items produced by smaller publishing houses may require additional time for fill.

We respectfully request that any fill rate calculation be adjusted to eliminate from the order count those items ordered which are not available from publishers.
- C.5.2.3** Comply. Please contact the appropriate Customer Service Representative (**Exhibit E**) for assistance with any questions regarding pricing or invoices.
- C.5.2.4** Shipments will be delivered by our standard commercial carrier, Monday-Friday. We endeavor to deliver items as soon as they are available, however, should a customer require a weekly or monthly delivery schedule, we will be pleased to deliver at the requested intervals.
- C.5.2.5** Comply. Please contact your Customer Service Representative for assistance with cancellations (Exhibit E).
- C.5.2.6.** We will be pleased to develop a brief survey covering the topics requested. Responses to questions may be Very Satisfied, Satisfied, Not Satisfied, or Very Dissatisfied.

The Contracting Office (Oklahoma Central Purchasing) will identify to our staff a list of 20 users each quarter (or on the interval required), to comprise the survey group. We will forward a survey to these users and will collect and summarize any results returned to us.

- C.5.2.7.** Product orders may be placed with Baker & Taylor by mail, phone, fax, e-mail, or electronically via our website or the Library ILS. Please see Exhibit E for ordering information.

Please see Exhibit G for screen shots of our selection and ordering website. Product pricing displayed on the website is customized to the State's accounts, and so will reflect the discount structure associated with the contract. Please see C.5.2.22 for a description of this web service.

- C.5.2.8.** All payment options are available.

- C.5.2.9.** Baker & Taylor will deliver all books F.O.B. Destination, with **free shipping** from your primary service center location (State Agency = Momence, IL / Public Library = Commerce, GA). Please contact your Customer Service Representative for assistance with any shortage or damage claims; damaged or missing product will be replaced at no charge.

- C.5.2.10.** Rush delivery may be specified on a per order basis. Please note this request on the order or contact Customer Service for assistance with expediting your order. Should the Agency/Library request overnight delivery service, any associated carrier fees will be invoiced.

- C.5.2.11.** Baker & Taylor uses SmartKarton for packing and shipping product. SmartKarton is a one piece composite pack made of corrugated cardboard and an inner protective film to hold items in place during shipping. As the film surrounds and protects the product, no additional void-fill material is required. SmartKarton is a green solution to packing /shipping, as the carton components are 100 % recyclable.

To facilitate ease of check-in, a packing list is enclosed within each carton shipped. Baker & Taylor's detailed packing list enables the library to check in the order title by title, noting the price and quantity. The packing list is arranged alphabetically by title and includes purchase order number, title, author, publisher, cost, quantity, ISBN, billing and shipping information.

- C.5.2.12.** Baker & Taylor will accept the authorized return of items that are damaged, defective, or incorrectly shipped. Any freight costs associated with an authorized return will be reimbursed in the form of account credit. Please see the enclosed Return Policies (Exhibit D) for further details on credits and returns. Please contact the appropriate Customer Service Representative (Exhibit E) for assistance with any product or invoice discrepancy.

- C.5.2.13.** We will be pleased to review any instance of receipt of unwanted material due to Agency/Library ordering error and, if possible, will accept the return of the material. Items accepted for return will not incur service charges or restocking fees.

- C.5.2.14.** Please see **Exhibit E** for a list of our Customer Service Representatives and hours of availability. To better assist our customers, we have assigned different representatives for different product areas (print/spoken word audio or Music CD/DVD). These representatives are dedicated to your accounts. In the event that the assigned representative is not immediately available, a staff of 5 other representatives will be able to assist you.

Order status information also may be accessed on-line, via our On-Line Customer Support website. **Online Customer Support (OCS)** is available to customers via our website at www.baker-taylor.com. OCS is Baker & Taylor's **free** web-based account management system. OCS's sophisticated search options include the ability to query orders by Purchase Order Number, B&T Number, ISBN, and Order Date Range. You can also view detailed information, including order and account status, warehouse location, quantities and prices, and shipping details. There's even an option that helps you print invoices and order details for your records.

- C.5.2.15.** Our website (which may be accessed free of charge, at any time) provides the latest list price information per title, as provided by the publisher. All title information, including list price, is updated daily; most updates are provided via electronic feed from our publisher sources.

Should you have any questions regarding the list price of a work, please contact your Customer Service Representative; we will be pleased to investigate any question.

- C.5.2.16.** Discounts proposed will be applied to the publisher list price. In most instances, special consumer or commercial offers are not available to us, as we are purchasing as a wholesaling firm.

- C.5.2.17.** Baker & Taylor will accept the authorized return of items that are damaged, defective, or incorrectly shipped. Any freight costs associated with an authorized return will be reimbursed in the form of account credit. Please see the enclosed Return Policies (Exhibit D) for further details on credits and returns. Please contact the appropriate Customer Service Representative (Exhibit E) for assistance with any product or invoice discrepancy.

- C.5.2.18.** Any titles ordered which are not immediately available from our title stock will be promptly backordered. Backorder timeframes are established per account, as directed by the account owner.

Backordered items appear on status reports (enclosed with shipment) and on-line, via our On-Line Customer Support website. Status of backordered titles is updated daily and is reflected on the website.

- C.5.2.19.** To facilitate ease of check-in, a packing list is enclosed within each carton shipped. Baker & Taylor's detailed packing list enables the Agency/Library to check in the order title by title, noting the price and quantity. The packing list is arranged alphabetically by title and includes purchase order number, title, author, publisher, cost, quantity, ISBN, billing and shipping information.

Baker & Taylor will accept the authorized return of items that are damaged, defective, or incorrectly shipped. Any freight costs associated with an authorized return will be reimbursed in the form of account credit. Any items missing from shipment will be replaced at no charge. Please see the enclosed Return Policies (Exhibit D) for further details on credits and returns. Please contact the appropriate Customer Service Representative (Exhibit E) for assistance with any product or invoice discrepancy.

C.5.2.20. Invoices may contain all of the requested items. In order to display Purchaser Name and Order Date, that information must be provided by the ordering party, included within the individual purchase order information.

C.5.2.21. Customer satisfaction is our ultimate goal. In the event that a product or service does not live up to your expectation, please contact your Customer Service Representative for assistance. Our staff will work diligently to correct any errors and to assure a satisfactory resolution to any issue. (personnel are listed in Exhibit E).

If an issue is not resolved to your satisfaction, please feel free to escalate your concern by contacting additional members of our B&T staff:

Karen Gragg
Customer Service Supervisor
800-775-7930, ext. 2205
Karen.gragg@baker-taylor.com

David Hargrave
Director-Library Sales Division
800-775-7930, ext. 1390
David.hargrave@baker-taylor.com

C.5.2.22. Baker & Taylor is pleased to offer access to our on-line acquisition website, updated daily. Title Source (basic service) is the most extensive database of bibliographic acquisitions information for U.S. publications. This database includes book, e-book, spoken word audio, DVD, and music CD titles. The database may be searched by keyword, title, author, ISBN, Dewey or LC classification, Library subjects or series product. Searches may be further narrowed by considering binding, language, stock status, publication date, audience, rating (DVD product), and customer demand. Each record gives current print status (i.e. Not-Yet-Published, Out-of-Print), in-stock availability, review citations, and latest list price. Title information is updated daily.

Our proprietary database contains detailed, comprehensive, up-to-date information on over 8 million book titles, 265,000 video titles, and 723,000 music titles. In addition, it contains over

5.6 million annotations
5.3 million book covers in full color

Title detail is available in expanded record view. Available information may include: ISBN/UPC/LCCN, Publisher/Producer, Edition/Volume, Audience, Publication Status, Publication Date, Street Date, Dewey, Inventory Status, Demand, Series, Merchandise Category, Language, Approval ID, Pre-Order Date, Physical Format, Number of Pages, product dimensions (height, length, depth, weight), First Receipt Date, Initial Print Run, Advertising Budget, Library Subjects, General Subjects, Academic Subjects, BISAC Subjects, Lexile Scale, Accelerated Reader Information, and Reading Counts Information.

Users may create and transfer multiple carts under the same administrative umbrella. Additionally, duplicate checking by ISBN is available within and across carts and across user ids.

Orders may be placed directly from Title Source or brief MARC records, derived from titles captured in carts, may be uploaded to the Library's ILS as acquisition level records. Electronic order confirmation (Confirmed/Backordered/Cancelled) is provided for either order method. B&T systems support electronic ordering, acknowledgement, and invoicing with Library ILS systems, depending upon the capabilities of the ILS.

Selection Lists

Popular title and topic lists, created by our Collection Development staff, are available for your access, in cart form. These lists are part of our Selection List Services.

OnLine Selection Lists (Free of Charge)

Baker & Taylor's on-line selection lists are developed by our professional staff to help save you time and effort in searching for titles of interest. Utilizing Title Source, 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.

- Academia
- Adult Fiction and Non-Fiction
- Children's Fiction and Non-Fiction
- Spanish Language Fiction and Non-Fiction
- Spoken Word Audio Fiction and Non-Fiction
- Music and Video
- Computer Titles
- Scientific, Technical, and Medical
- University Press
- UK Adult Titles
- Audio & Video Bestsellers
- Audio & Video New Releases
- Book Leasing (prepublication list of new releases)
- Booking Ahead
- Children's & Teen (CATS)
- Critic's Choice (award winners)
- Critic's Picks (book clubs, reviews)
- Curriculum Support
- Fast Facts
- Librarian Selections
- Monthly Stars
- Spanish & Hispanic Titles
- State Book Awards

Catalog Listings (free of charge; available on-line and in Title Source cart format)

These catalogs are available in print and electronically via our website WWW.BAKER-TAYLOR.COM. From the top horizontal bar, select "Libraries"; then "Public Libraries". From the left side bar, select "Publications".

Forecast –Adult new release

CATS Series – Children's and Teens Series new release

Graphic Novels – Graphic Novel new release

Growing Minds – Children's and Teens new release

Scope – Science, technical, medical, and academic bestsellers

Spirit – Religious, inspirational, and motivational titles

Alert – DVD and Music titles, new release and retrospective

Please see E.4.3.2 for information on access to our selection/ordering website.

E.4. SOLICITATION SUBMISSION

E.4.1 Past Performance Information

E.4.1.1

Please see the enclosed references, Exhibit H.

E.4.2 Organizational Capacity

E.4.2.1

Please see Exhibit I for company information. Please see C.5.2.22 for information on our products and our title and selection ordering site and E.4.3.2 for information on access to this site.

E.4.3 Technical Proposal

E.4.3.1

Please see our itemized response to Section C.

E.4.3.2

Listing of Products Offered

Title Source is our on-line bibliographic database. Per your request, Baker & Taylor has established a Title Source account for your use and review. Please see below for an ID and password for the website.

LOGIN ID: SOK421OK
PASSWORD: LINCOLN35

Title Source on the web can be accessed from the following URL:

<http://publiclibrary.btol.com>

If you require assistance with the site, please contact Donna Slater by calling 800-775-1200, ext. 2288.

E.4.4 Price Response

E.4.4.1

Please see Attachment C enclosed.

Baker & Taylor Exhibits

Baker & Taylor
Discount Terms and Conditions of Sale (Print Book)
State of Oklahoma, SW16012

Baker & Taylor is pleased to offer the discount terms and conditions contained in this Exhibit A. The pricing grid below provides discounts for each product category offered by Baker & Taylor.

Product Category	Category Definition (a)	Price Indicator	Discount	
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction, and may include some spoken word audio)	0 - (zero) (Hardcover Trade Editions) C - (Hardcover Computer Books)	45.0%	
II.	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction)	J	45.0%	
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	B - (Paperback Trade Editions) C - (Paperback Computer Books)	35.0%	
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	G	35.0%	
V.	Mass Market Paperback Editions	P	35.0%	
VI.	Single Edition Reinforced (Juvenile)	R	18.0%	
VII.	Publisher's Library Edition (Juvenile)	Z	18.0%	
VIII.	University Press Trade Editions (may be of any binding and include some spoken word audio)	A	10.0 %	
IX.	Text, Technical, Reference, Professional Medical, Small Press, some University Press titles (excluding University Press Trade Editions) and/or Titles of Limited Demand (may be of any binding and include some spoken word audio)	S/X/N - (Text, Technical, or Reference Editions) L - (Hardcover Editions from Small Press and Hardcover Titles of Limited Demand—primarily Adult) 7 - (Hardcover Titles of Limited Demand—primarily Juvenile) M - (Paperback Editions from Small Press and Paperback Titles of Limited Demand—primarily Adult) 1 - (Paperback Titles of Limited Demand—primarily Juvenile) T/U/V/W/4/Letter O - (Specialty Textbooks) 5/6/8 - (Professional Medical Titles)	S = 10.0 % X = 10.0 % N = 0.0 % (b) L = 10.0% (c)(d) 7 = 18.0% (d) M = 10.0% (c)(d) 1 = 18.0% (d) T = 0.0 % U = 0.0 % V = 0.0 % W = 0.0 %	4 = 10.0% Letter O = 10.0 % 5 = 0.0 % 6 = 0.0 % 8 = 0.0 %
X.	Imported English and Non-English Language Editions	F/K/3	0.0 %	
XI.	Enhanced Service Program	Y / Q	0.0 % (e)	
XII.	Spoken Word Audio	H	45.0%	
XIII.	Board Books	I	18.0 %	
XIV.	Novelty Items/Activity Books	I	18.0 %	
XV.	Special Programs, such as: - PawPrints Editions - Turtleback Editions - Playaway Audio Editions	D E All Playaway Audio editions	D = 0.0 % E = 0.0 % 20.0 %	

- (a) Please see Exhibit B for full category definitions, which are attached hereto and incorporated herein by reference. Materials produced for TextStream print-on-demand services may fall into any category.
- (b) Titles which receive minimal publisher discount will be invoiced at publisher's list price.
- (c) Represents publishers with limited sales volume, based upon a semi-annual review. These titles may be of any binding type or publisher of origin.
- (d) Represents individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). These titles may be of any binding type or publisher of origin.
- (e) Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price.

Music Audio / Video Material

	<u>Discount from Manufacturer's Current List Price</u>
DVD / BluRay	28.0%
Music Compact Discs	26.0 %
Playaway View	10.0 %

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

Baker & Taylor Discount Terms and Conditions of Sale

Also, please note that:

- Publisher's list price is subject to change without notice.
- Except where otherwise noted, book discounts are applied to current publisher's list price at the time of shipment.
- Baker & Taylor reserves the sole right to be the final determinant of product categories, category definitions and price indicators. The discounts vary based on this determination.
- Titles are categorized by Baker & Taylor for pricing purposes by considering the binding, general marketing categories, demand for certain titles, preferred stock status, cost of acquisition, cost of distribution, and the size or type of publisher, as well as factors related to relationships with publishers such as shipping terms, payment terms, publisher's discount, returnability to publishers and other factors.
- Product categories, category definitions and price indicators are subject to change at Baker & Taylor's sole discretion, without notice, based upon the above-described factors for categorizing titles.
- For domestic titles where no publisher list price is assigned by the publisher, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For imported titles where no publisher list price is assigned by the publisher for the U.S. market, Baker & Taylor will assign such titles a U.S. dollar price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For 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.
- The discount terms and conditions in this Exhibit A do not apply to Baker & Taylor's Continuation Services or Approval Programs.
- Baker & Taylor provides an invoice that identifies the publisher's current list price, the discount offered, and the exact price charged for each title ordered.

Category Definitions

- I. **Adult Trade Hardcover Editions (O, C)** *(may include some spoken word audio materials)*
High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: 14th Deadly Sin by James Patterson, ISBN: 9780316404021.
- II. **Juvenile Trade Hardcover Editions (J)**
High demand, juvenile materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: Are You Ready to Play Outside by Mo Willems, ISBN: 9781423113478.
- III. **Adult Quality Paperback Editions (B, C)**
High demand paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: The Boys in the Boat by Daniel Brown, ISBN 9780143125471.
- IV. **Juvenile Quality Paperback Editions (G)**
High demand, juvenile paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: Tuck Everlasting by Natalie Babbitt, ISBN: 9780312369811.
- V. **Mass Market Paperback Editions (P)**
A standard rack size paperback typically found in bookstores or other retail outlets. An example of a mass market paperback would be: The City of Ember by Jeanne Duprau, ISBN: 9780375822742.
- VI. **Single Edition Reinforced (R)**
A high quality binding designed to provide a long shelf life in a heavy use environment. Although the binding is fanned and glued it may not be sewn, which is typically found in the publisher library edition. Subject content can include both fictional and non-fiction works appealing to juveniles as well as adults. These bindings are identified by the publisher to Baker & Taylor. An example of a single edition reinforced binding would be: Because of Winn Dixie by Kate DiCamillo, ISBN 9780763650070.
- VII. **Publisher Library Editions (Z)**
Fiction as well as non-fiction materials appealing to both juveniles and adults, designed with the rugged durability required of the environment typically found in a library setting. Publisher Library Editions are traditionally of the highest quality, usually fanned, sewn and glued to provide the greatest possible shelf life of any binding. These bindings are identified by the publisher to Baker & Taylor. An example of a publisher library edition would be: Curious George Visits the Library by Margaret Rey, ISBN: 9781599614199.
- VIII. **University Press Trade Editions (A)** *(may include some spoken word audio materials)*
This category would include any University Press Trade Editions, both adult and juvenile, and are subject to publisher reclassification. An example of a university press trade edition would be: Alexander McQueen: Savage Beauty by Andrew Bolton, ISBN: 9780300169782.
- IX. **Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (S, X, N, L, M, V, T, U, W, Letter O, 1, 4, 5, 6, 7, 8)**
Category of materials includes, but is not limited to, text, technical, reference, professional medical, small press, and some university press titles (excluding University Press Trade Editions). It includes titles purchased from publishers on a non-returnable basis, those publishers that extend little discount to Baker & Taylor, and publishers whose titles have limited sales volume based upon a semi-annual review.

It includes individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Additionally, any publisher which is not in compliance with some of Baker & Taylor's purchasing requirements could be in this category. Materials in this category are both adult and juvenile, may be of any binding and may include some spoken word audio materials.

Examples within this category would be: The Merck Index, ISBN: 9781849736701, Strategies That Work, ISBN: 9781571104816, Beauty and the Beast ISBN: 9781566563871, Generals of the Bulge: Leadership in the U.S. Army's Greatest Battle ISBN 9780811711999, Frankie Works the Night Shift, ISBN 9780060090951, and Floods, ISBN 9781624030031
- X. **Imported English and Non-English Language Editions (F,K,3)**
Titles produced and distributed outside of the domestic US. These titles may be of any binding type and represent various publishers. An example would be El Angel Caido by Nalini Singh, ISBN 9788490625224.
- XI. **Enhanced Service Program Titles (Y/Q)**
This category includes materials where Baker & Taylor receives no discount from the publisher, or prepayment is required by the publisher, or publishers which have restrictions on returns, or books of small or non-commercial publishers with limited sales volume based upon a semi-annual review. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will receive no discount and are subject to a service charge. An example within this category would be: Business Income Coverage Guide, ISBN: 9781941627532.
- XII. **Spoken Word Audio (H)**
Materials designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles can be either fiction or current non-fiction. An example of a spoken word audio edition would be: The Complete Sherlock Holmes by Sir Arthur Conan Doyle, ISBN: 9781491542286.
- XIII. **Board Books (I)**
Durable materials from widely distributed domestic publishers designed for young children; pages are manufactured of heavy gauge cardboard to prevent tearing. These editions typically feature few pages, simple themes and colorful illustrations or photographs. An example of a board book would be: Runaway Bunny by Margaret Wise Brown, ISBN: 9780061074295.
- XIV. **Novelty Items/Activity Books (3)**
Specially packaged gift set or novelty item related to a book product or attached as an accessory to a book product. These items would include a book with toy, rag books, washable cloth books, books with accessories or kits, electronic sound books, sticker books, tracing books or coloring books. This category also includes any non-book merchandise such as model kits, hobby kits, flash cards or jigsaw puzzles. An example of an item in this category would be: Very Hungry Caterpillar Cookbook & Cookie Cutters Kit by Lara Starr, ISBN 9781452125527.
- XV. **Special Programs (D and E as indicated in Exhibit A)**
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. Examples of items in this category would be: Clifford's Valentines Day by Norman Bridwell, ISBN 9781435201736 (PawPrints prebound edition) and Junie B. Jones is Captain Field Day by Barbara Park, ISBN 9780613337670 (Turtleback prebound edition)

Exhibit C

Enhanced Services Program *(book and spoken word audio material – optional program)*

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.

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 publishers whose titles have limited demand, and/or non-commercial publishers will be invoiced at list price. For Libraries concerned about purchasing these types of titles, B&T's Title Source 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 inquire about these 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.

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**



Exhibit D

(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**

TOLL-FREE NUMBERS AND ADDRESSES OF BAKER & TAYLOR CONTACTS**State Agency / Public Library Account Manager**

Tammy Roberts
(800) 775-7930 extension 1270
Email: tammy.roberts@baker-taylor.com

Customer Service**State Agency /Public Library Book and Spoken Word**

Wendy Hardy
Customer Service Representative
(800) 775-1200 extension 2732
Email: Wendy.Hardy@baker-taylor.com
Available M-F 8:00 am to 5:00 (EST)

Music CDs & DVDs (all customers)

Dan Metro
Customer Service Representative
(800) 775-2600 extension 2097
Email: Dan.Metro@baker-taylor.com
Available M-F 8:00 am to 5:00 pm (EST)

Ordering Information**Firm Orders (Book and Spoken Word):**

Baker & Taylor
Attn: Ordering Department
Commerce Service Center
3584 Old Maysville Rd
Commerce, GA 30529

Toll-Free Phone 800-775-1100
Toll-Free Fax 800-775-7480
Email: orders@baker-taylor.com
On-Line Ordering www.baker-taylor.com

Music CD / DVD

Baker & Taylor
Attn: Library Services
875 Greentree Road
Building 7, Suite 678
Pittsburgh, PA 15220

Toll-Free Phone: 800-775-2600, extension 2097
Toll-Free Fax: 888-285-8922
Email: Dan.Metro@baker-taylor.com
On-Line Ordering www.baker-taylor.com

Exhibit F



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
05/11/2016

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:																						
INSURED BTAC Acquisition Holdings, LLC and Baker & Taylor, LLC a wholly owned subsidiary of Follett Corporation 3 Westbrook Corporate Center, Suite 200 Westchester IL 60154 USA		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Lloyd's Syndicate No. 2623</td> <td>AA1128623</td> </tr> <tr> <td>INSURER B:</td> <td>Hartford Fire Insurance Co.</td> <td>19682</td> </tr> <tr> <td>INSURER C:</td> <td>Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER D:</td> <td>Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER E:</td> <td>ACE Property & Casualty Insurance Co.</td> <td>20699</td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Lloyd's Syndicate No. 2623	AA1128623	INSURER B:	Hartford Fire Insurance Co.	19682	INSURER C:	Trumbull Insurance Company	27120	INSURER D:	Twin City Fire Insurance Company	29459	INSURER E:	ACE Property & Casualty Insurance Co.	20699	INSURER F:		
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INSURER D:	Twin City Fire Insurance Company	29459																						
INSURER E:	ACE Property & Casualty Insurance Co.	20699																						
INSURER F:																								

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570062066536 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Gen Agg Cap Limit \$25M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			83CSES26402	04/01/2016	04/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			83 CSE 526403	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$30,000			XOOG2796736A001	04/01/2016	04/01/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			83WNS26400 AOS	04/01/2016	04/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D				83WBRS26401 WI & ND	04/01/2016	04/01/2017	
A	Cyber Liability			W1AA17160101 SIR applies per policy terms & conditions	02/01/2016	02/01/2017	Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability coverage is included in the cyber policy referenced above.

Certificate No : 570062066536

CERTIFICATE HOLDER

CANCELLATION

Baker & Taylor, LLC 2550 West Tyvola Road Charlotte NC 28217-0000 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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ACORD 25 (2016/03)

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Exhibit G

Screen Shots of Website

[illegible]

Logout You are logged in as **Selector - Thronsdon** **Articles** **Preferences** **Grid Template** **Admin** **Help** **Contact Us**

Library edition

ISBN/UPC/Keywords... **Search**

story

43 Multiple Cart Functions: **Select Function...** **Go**

Delete multiple carts at once. Select checkboxes and "delete" multiple cart function

Cart Listing Summary

Cart Group: **All Cart Groups** | Number of Carts: **43**
 Cart Type: **All Carts**
 Cart Status: **All Status**

Back **Next Page** 1 of 1 **Go to:** **Go**

Cart Functions	Cart Description	Group	Owner	Updated	Contribution	Reduction	Date Updated
#1 Select Function... Go	<input type="checkbox"/> Thursday 2 Status: Build Grid: N PO#: Account: SAMPLE ACCOUNT						
#2 Select Function... Go	<input type="checkbox"/> Coming Attractions March 2006 Status: Build Grid: N PO#: Account: SAMPLE ACCOUNT System Notes: Cart sent from JULIE DYSON						
#3 Select Function... Go	<input type="checkbox"/> Thursday 1 Status: Build Grid: N PO#: Account: SAMPLE ACCOUNT						
#4 Select Function... Go							

Sort carts using drop-down or click on column headers

Cart name, total titles, quantity and price. Click on Cart Name to see titles in cart

Use Function drop-down to change details about the cart or to transfer, change status, merge, or print reports.

Title Source 3 – Create Cart

Create New Cart – Quick Setup
Use the form below for a quick setup of a New Cart, or go to **Create New Cart – Full Setup**.

My New Cart
SAMPLE ACCOUNT(1ZZZZZZ) ▼

Grid Enabled Cart...
☒ Non-Grid Cart
☐ Grid Cart

Fill with...
☒ Blank
☐ Default

Select Fund
Select Location

☐ Template
Select a Grid Template...

Create Cart

Creating a cart is easy as 1-2-3.
1) Enter Cart name.
2) Choose Account
3) Click "Create Cart"

Title Source 3 – Selection Lists

Logout You are logged in as **son**

title source 3

[Home](#) [Search](#) [E-Lists](#) [Indices](#) [Reviews](#) [Batch Entry](#) [Batch Import](#) [Publisher Search](#) [Search History](#)

[Articles](#) [Preferences](#) [Grid Template](#) [Admin](#) [Help](#) [Contact Us](#)

Library edition

ISBN/UPC/Keywords... [Search](#)

[Baker & Taylor E-Lists](#)

Category	Description	List
Awards	Award winners and nominees	74
Book Leasing	Books: selected book titles available for leasing	87
CATS (Children's and Teen Services)	From our CATS program, selected titles can be found in CATS	403
CD Hot List	Music: noteworthy new music releases	22
Core Collection	Books: selected titles for new acquisitions	101
Curriculum / National	Books: titles that relate to the national curriculum requirements	10
Curriculum / State	Books: titles that relate to state school curriculum requirements	33
Fast Facts	Books: weekly best sellers, new releases, and popular book titles	10
Focus on Books	Books: new releases, best sellers, and special sales programs for books	13
Focus on Music	Music: new releases, best sellers, and special sales programs for music	15
Librarian Selections	Books: selected titles from our professional staff, including new and noteworthy titles	35
Monthly Stars	Books: selected book titles that have earned starred reviews from major journals and publications	19
Pub / Growing Minds	Publication: children's book titles appropriate for all interest levels from toddlers through young adults	122
Pub / Bookings Ahead	Publication: selected forthcoming book titles to preorder	23
Pub / Espanol	Publication: collection of recent releases and bestsellers for books, music, and video titles in Spanish	43
Pub / Forecast	Publication: recent releases and bestsellers for books, music, and video titles in Spanish	50
Pub / Imagery	Publication: graphic books and anime video	14
Pub / Now Hear This	Publication: cassette and CD titles for both adults and children	5
Pub / Paper Clips	Publication: mass-market backlist titles that publishers are promoting	81
Pub / Scope	Publication: paperback titles covering the science, technical, medical and academic genres	20
Pub / Spirit	Publication: as spoken-word audio titles	19
Pub / Vistas	Publication: regional titles in hardcover, paperback and spoken word audio with the focus on local interest categories	8
Publisher Presentations	Books: upcoming children's book titles presented directly by publishers	92
Video New Releases	Video: new, forthcoming, and reissued DVD and VHS titles in a variety of popular categories	15
YBP's Academia	Books: from the "Academia" magazine, selected titles for academic libraries	36

Click on "E-Lists" to access selection lists.

Each section is loaded with category lists. For instance, State reading lists can be found in CATS

Electronic versions of B&T's catalogs are listed as "Pub / ..."




Cart details (# items, total copies, List and Discount Price, as well as menus for Display Sequence and the type of View (Brief, Extended, Detail) can be selected from the drop-down menus.

Brief View display includes a + icon which reveals further details for a title, including general product information as well as inventory positions for product “on hand” (ie. in stock), “on order” (on order with the publisher), 30 Day Demand (what the demand on this title has been in the past month).

Note: AtoBO means “Available to Backorder”; we may not have copies on the shelf at this time, but the title should be readily available to backorder.

Quick Search — hold down the ALT Key and hit the letter S from anywhere in Title Source 3 to direct your cursor into the Quick Search field, where you can search on title, author, subject, ISBN, etc. **ALT+S advances you to the Quick Search box**

Title Source 3 – Extended Display

 El Codigo Da Vinci by Brown, Dan / Estrella, Juanjo		ISBN: 8495618818 PO Per Line: <input type="text"/>		\$39.95 USD Est Disc \$ 21.65	
General Title Info Publish Status: Binding: HARDCOVER Publish Date: 2004/12/17 Publisher: Umbriel Editores Dewey: 813/.54 Edition/Vol: ILLUSTRATE Grade/Rating:		Qty: <input type="text"/> <input type="button" value="Add"/> Note:		ISBN Lookup Duplicate Check Real-time Inventory 3 3 4	
 The Da Vinci Code: Special Illustrated by Brown, Dan		ISBN: 0385513755 PO Per Line: <input type="text"/>		\$35.00 USD Est Disc \$ 18.97	
General Title Info Publish Status: Binding: HARDCOVER Publish Date: 2004/11/02 Publisher: Doubleday Dewey: 813/.54 Edition/Vol: COLLECTORS Grade/Rating:		Qty: <input type="text"/> <input type="button" value="Add"/> Note:		ISBN Lookup Duplicate Check Real-time Inventory 907 0 55 Partners Michigan 411 0 0	
 The Da Vinci Code: The Illustrated by Brown, Dan		ISBN: 0593 PO Per Line: <input type="text"/>		\$14.00 USD Est Disc \$ 7.00	
General Title Info Publish Status: Binding: HARDCOVER Publish Date: 2004/10/02 Publisher: Transworld Pub		Qty: <input type="text"/> <input type="button" value="Add"/> Note:		ISBN Lookup Duplicate Check Real-time Inventory 0 0 0	

The Title Source 3 has hundreds of thousands of Spanish language material, both imported and domestic

Icons indicate additional features such as Annotations, full-text reviews, excerpts, jacket images and tables of contents

The British "Union Jack" indicates this item is imported from the UK.

"Duplicate" looks for this item in any other cart in any user in the library. "ISBN Lookup" checks the library's OPAC of this ISBN.

The Da Vinci Code: Special Illustrated
by Brown, Dan

General Title Info

ISBN:	0385513755	B&T East / YBP	907	0	55	Partners Michigan	196	0	0
Publish Status:	HARDCOVER	Partners West	411	0	0				
Binding:	2004/11/02								
Publish Date:	Doubleday								
Publisher:	813/54								
Dewey:									
Returnable:									

Inventory (On Hand/On Order/30 Day Demand)

Real-time Inventory	196	0	0
---------------------	-----	---	---

Product Overview

Detailed Product Description:

Product Type:
Source:
UPC:
Volumes:
ISSN:
Edition/Vol:

Ordering Info

Note:

Click on thumbnail to see large jacket image

Click on tabs to control the information displayed in the lower portion of the screen

Return to the search results screen

Click on ISBN to view book details

Click on tabs to control the information displayed in the lower portion of the screen

ISBN Lookup | Duplicate Check

\$35.00 USD
Est Disc \$ 18.97

Quick Cart Controls: Add Title

Back-to List **Detail View** **Print**

Items: 0 **List \$:** 0.00
Quantity: 0 **Disc \$:** 0.00

ISBN/UPC Keywords... **Search**

Main **E-Lists** **Indices** **Reviews** **Batch Entry** **Batch Import** **Publisher Search** **Search History**

Active Cart: My New Cart [Non-grid Open] **Go**

Results: **Referrals**

Next Time 14 of 18 - Go to **Go** **Adjust TOP** **Go to HOME** **Go to BOTTOM**

Logout **Admin** **Help** **Contact Us**

Grid Template **Preferences** **Articles**

Library Edition

Leonardo, da Vinci, 1452-1519; Appreciation; Fiction.; Art museum curators; Crimes against; Fiction.; Secret societies; Fiction.; Cryptographers; Fiction.; Graft; Fiction.; Paris (France); Fiction.; Mystery fiction.

General Subjects:

COLLECTORS **Fiction**

Information about Active Cart and running totals of contents.

● **The Boy Who Fell Out of The Sky: A True Story by Ken Dornstein**

Title Source 3 – Search Screen (2)

The screenshot shows the 'Basic Search' tab of the Title Source 3 search interface. The search criteria are as follows:

- Product Types:** All Product Types
- Author - (Last Name, First):** brown, dan
- not:** not
- Edition:**
- Largeprint:**
- Review Source:**
- BISAC Subjects - (Keywords):**
- Author - (Keywords):**

Buttons: Search, Clear Search, search with filters, Clear Filters.

Search Filters:

- ☐ Format
- ☒ Binding
 - ☐ Cassette/Spoken Word
 - ☐ CD/Spoken Word
 - ☐ School & Library
 - ☐ Prebind
 - ☒ Hardcover
 - ☒ Library
 - ☐ Reinforced
 - ☐ Paperback
 - ☐ Netlibrary ebooks
 - ☐ ED System
- ☐ Publication Status - EXCLUDE
- ☐ Publication Status - INCLUDE
- ☐ Book Classification
- ☐ Language
- ☐ B&T Books Stock Status
- ☐ B&T Entertainment Stock Status
- ☒ Publication Date
 - Enter as YYYYMMDD or today+-n
 - ☐ No Pub. Date Specified
 - ☐ Published On:
 - ☐ After: ☐ Before:
 - ☒ Between: 20040301 And: 20060930
- ☐ Audience

Annotations:

- a** points to the Author field.
- b** points to the not and Largeprint fields.
- c** points to the Binding filter section.
- d** points to the Publication Date filter section.

This search will display all titles that (a) have an author field of "Brown, Dan", but (b) are not Large Print and are either (c) Hardcover or Library binding and (d) have a publication date between March 1, 2004 and September 30, 2006.

Exhibit H

Reference Information

REFERENCE LISTING

Code	FIRST NAME	LAST NAME	PHONE	FAX	COMPANY	CITY	STATE	DURATION
101	Jeff	Timbs	214-509-4900	469-342-6672	Allen Public Library	Allen	TX	1989-present
102	Gloria	Farmer	918-683-2846	918-683-0436	Eastern Oklahoma District Library	Muskogee	OK	1991-present
103	Michael	Ayres	972-721-2764	972-721-2329	Irving Public Library	Irving	TX	1990-present
104	Janet	Brooks	405-606-3805	405-606-3815	Metropolitan Library System	Oklahoma City	OK	1982-present
105	Sue	Anderson	918-549-7331	918-596-7907	Tulsa City County Library	Tulsa	OK	1988-present
106								
107								
108								
109								
110								
111								
112								
113								
114								
115								

Survey Questionnaire – State of Oklahoma

To: Jeff Timbs
(Name of person completing survey)

Phone: 214-509-4900 Fax: 469-342-6672

Subject: Past Performance Survey of: Baker & Taylor, LLC
(Name of Vendor)

The State of Oklahoma is implementing a process that collects past performance information on firms and their key personnel. The information will be used to assist the State in the selection of firms to perform various services. The firm/individual listed above has listed you as a client for which they have previously performed work for. We would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Client Name: Allen Public Library

Project Name: Firm Order books and Audio Visual material

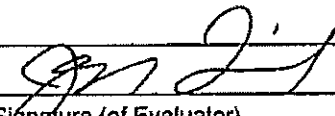
Completion

Date: On-going

Past Performance Survey of:

Baker and Taylor
(Name of Vendor)

NO	CRITERIA	Scale	Score
1	Ability to provide a wide selection of products.	(1-10)	9
2	Ability to maintain schedule (delivery as scheduled, or quoted)	(1-10)	10
3	Quality of products offered.	(1-10)	10
4	Professionalism and ability to manage (includes customer service, response time, returns phone calls , emails)	(1-10)	10
5	Accounts Receivable/ Invoice Operations	(1-10)	10
6	Communication, (includes explanation of products available, offers suggestions, cross reference abilities)	(1-10)	10
7	Return Policies	(1-10)	10
8	Overall customer satisfaction and comfort level in hiring vendor again	(1-10)	10

Jeff Timbs		
Printed Name (of Evaluator)		Signature (of Evaluator)

Thank you for your time and effort in assisting the State of Oklahoma in this important endeavor.

Please list any additional comments you may have in the space provided below.

Baker & Taylor has competitive pricing and excels in professionalism
+ customer service. Our expectations for communication and
accurate billing are extremely high, and we have never been
disappointed in these areas.
I have 8 years of experience with this vendor at this library but
have dealt with them in another library since 1996.

Survey Questionnaire – State of Oklahoma

To: Gloria Farmer
(Name of person completing survey)

Phone: 918-683-2846 x 233 Fax: 918-683-0436

Subject: Past Performance Survey of: Baker & Taylor, LLC
(Name of Vendor)

The State of Oklahoma is implementing a process that collects past performance information on firms and their key personnel. The information will be used to assist the State in the selection of firms to perform various services. The firm/individual listed above has listed you as a client for which they have previously performed work for. We would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Client Name: Eastern Oklahoma District Library

Project Name: Firm Order books and Audio Visual material

Completion
Date: On-going

Past Performance Survey of:

Baker & Taylor
(Name of Vendor)

NO	CRITERIA	Scale	Score
1	Ability to provide a wide selection of products.	(1-10)	10
2	Ability to maintain schedule (delivery as scheduled, or quoted)	(1-10)	9
3	Quality of products offered.	(1-10)	10
4	Professionalism and ability to manage (includes customer service, response time, returns phone calls , emails)	(1-10)	10
5	Accounts Receivable/ Invoice Operations	(1-10)	9
6	Communication, (Includes explanation of products available, offers suggestions, cross reference abilities)	(1-10)	9
7	Return Policies	(1-10)	10
8	Overall customer satisfaction and comfort level in hiring vendor again	(1-10)	10

<u>Gloria J. Farmer</u>	<u>Gloria J. Farmer</u>
Printed Name (of Evaluator)	Signature (of Evaluator)

Thank you for your time and effort in assisting the State of Oklahoma in this important endeavor.

Please list any additional comments you may have in the space provided below.

We have been a customer of B&T longer than any other vendor
that we are associated with. There is a reason for that and it's called
good customer service.

Survey Questionnaire – State of Oklahoma

To: Michael Ayres
(Name of person completing survey)

Phone: 972-721-2764 Fax: 972-721-2329

Subject: Past Performance Survey of: Baker & Taylor, LLC
(Name of Vendor)

The State of Oklahoma is implementing a process that collects past performance information on firms and their key personnel. The information will be used to assist the State in the selection of firms to perform various services. The firm/individual listed above has listed you as a client for which they have previously performed work for. We would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Client Name: Irving Public Library Completion

Project Name: Firm Order books and Audio Visual material Date: On-going

Past Performance Survey of:

Baker & Taylor
(Name of Vendor)

NO	CRITERIA	Scale	Score
1	Ability to provide a wide selection of products.	(1-10)	9
2	Ability to maintain schedule (delivery as scheduled, or quoted)	(1-10)	10
3	Quality of products offered.	(1-10)	10
4	Professionalism and ability to manage (includes customer service, response time, returns phone calls , emails)	(1-10)	10
5	Accounts Receivable/ Invoice Operations	(1-10)	10
6	Communication, (includes explanation of products available, offers suggestions, cross reference abilities)	(1-10)	10
7	Return Policies	(1-10)	10
8	Overall customer satisfaction and comfort level in hiring vendor again	(1-10)	10

<u>Michael Ayres</u>	<u>Michael Ayres</u>
Printed Name (of Evaluator)	Signature (of Evaluator)

Thank you for your time and effort in assisting the State of Oklahoma in this important endeavor.

Please list any additional comments you may have in the space provided below.

Baker & Taylor has been our primary vendor for
well over twenty years & has always provided excellent service.

Survey Questionnaire – State of Oklahoma

To: Janet Brooks
(Name of person completing survey)

Phone: 405-606-3805 Fax: 405-606-3815

Subject: Past Performance Survey of: Baker & Taylor, LLC
(Name of Vendor)

The State of Oklahoma is implementing a process that collects past performance information on firms and their key personnel. The information will be used to assist the State in the selection of firms to perform various services. The firm/individual listed above has listed you as a client for which they have previously performed work for. We would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Client Name: Metropolitan Library System

Project Name: Firm Order books and Audio Visual material

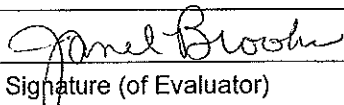
Completion
Date: On-going

Past Performance Survey of:

Baker and Taylor

(Name of Vendor)

NO	CRITERIA	Scale	Score
1	Ability to provide a wide selection of products.	(1-10)	8
2	Ability to maintain schedule (delivery as scheduled, or quoted)	(1-10)	8
3	Quality of products offered.	(1-10)	8
4	Professionalism and ability to manage (includes customer service, response time, returns phone calls , emails)	(1-10)	10
5	Accounts Receivable/ Invoice Operations	(1-10)	8
6	Communication, (includes explanation of products available, offers suggestions, cross reference abilities)	(1-10)	9
7	Return Policies	(1-10)	10
8	Overall customer satisfaction and comfort level in hiring vendor again	(1-10)	9

Janet Brooks	
Printed Name (of Evaluator)	Signature (of Evaluator)

Thank you for your time and effort in assisting the State of Oklahoma in this important endeavor.

Please list any additional comments you may have in the space provided below.

Cindy Hooten and Dan Metro always get back to us same day. Invoices are not always in the boxes as we need them.

After Jennifer Hensley started, our statements are more current. Return policy is great.

Survey Questionnaire – State of Oklahoma

To: Sue Anderson
(Name of person completing survey)

Phone: 918-549-7331 Fax: 918-596-7907

Subject: Past Performance Survey of: Baker & Taylor, LLC
(Name of Vendor)

The State of Oklahoma is implementing a process that collects past performance information on firms and their key personnel. The information will be used to assist the State in the selection of firms to perform various services. The firm/individual listed above has listed you as a client for which they have previously performed work for. We would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Client Name: Tulsa City County Library

Project Name: Firm Order books and Audio Visual material

Completion

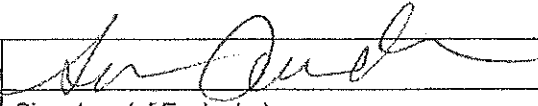
Date: On-going

Past Performance Survey of:

BAKER & TAYLOR

(Name of Vendor)

NO	CRITERIA	Scale	Score
1	Ability to provide a wide selection of products.	(1-10)	8
2	Ability to maintain schedule (delivery as scheduled, or quoted)	(1-10)	8
3	Quality of products offered.	(1-10)	8
4	Professionalism and ability to manage (includes customer service, response time, returns phone calls , emails)	(1-10)	9
5	Accounts Receivable/ Invoice Operations	(1-10)	8
6	Communication, (includes explanation of products available, offers suggestions, cross reference abilities)	(1-10)	8
7	Return Policies	(1-10)	9
8	Overall customer satisfaction and comfort level in hiring vendor again	(1-10)	8

SUE ANDERSON	
Printed Name (of Evaluator)	Signature (of Evaluator)

Thank you for your time and effort in assisting the State of Oklahoma in this important endeavor.

Please list any additional comments you may have in the space provided below.

Exhibit I

VENDOR QUALIFICATIONS

Baker & Taylor is a leading full-line distributor of books, e-books, videos and music products to library facilities (over 100,000 library and retail accounts). We also provide our customers with value-added proprietary data products and customized management and outsourcing services. We have been in business over 187 years and have developed long-term relationships with our customers and with the major book publishers, movie studios and recording labels.

We ship more than 1 million unique ISBNs (SKUs) annually. We maintain one of the largest combined in-stock book, video and music inventories in the United States with approximately 1 million titles in inventory and over 1.5 million available for order.

Our proprietary database contains detailed, comprehensive, up-to-date information on over 8 million book titles, 265,000 video titles, and 723,000 music titles. It is currently available to customers on-line in user-friendly formats with powerful search capabilities.

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

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

Baker & Taylor employs over 2,000 people in national and international locations. Our headquarters are located in Charlotte, NC, with operations and distribution centers nationwide, including, Reno, Nevada; Momence, Illinois; Commerce, Georgia; and Bridgewater, New Jersey.

Baker & Taylor's Dun and Bradstreet number is 78-772-4772.

Baker & Taylor is a privately held firm, formed in the state of Delaware.

Bank Reference:	Bank of America, NA Atlanta Plaza Building 600 Peachtree Street, NE Atlanta, GA 30308-2265
	Linda Thrash Telephone: 404-607-5388 Fax: 404-607-5482

Solicitation # SW16012
Statewide Contract for Books



State of Oklahoma

Amendment of Solicitation

Date of Issuance: 06/08/2016

Solicitation No. SW16012

Requisition No. _____

Amendment No. 1

Hour and date specified for receipt of offers is changed: ☒ No ☐ Yes, to: _____ CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY and RETURN TO:

U.S. Postal Delivery:

Gerald Elrod
Contracting Officer

405 - 522 - 1037
Phone Number

, OK -

or

Personal or Common Carrier Delivery:

Gerald.Elrod@omes.ok.gov
E-Mail Address

,OK -

Description of Amendment:

a. This is to incorporate the following:

The contract has been revised as follows:

Section 4 of Page 1 of the cover page has been revised to read "July 5th, 2016".

Section D.2.1 of the RFP has been revised to read "D.2.1. The State intends to award to multiple Suppliers as a result of this Request for Proposal (RFP). Said contract will be awarded to the responsible Supplier(s) whose response, conforming to the RFP, is deemed best value."

Attachment C has been revised to read "Attachment C" in the title of the document.

Revised copies of affected documents have been posted.

b. All other terms and conditions remain unchanged.

Baker + Taylor LLC
Supplier Company Name (PRINT)

7-15-2016
Date

Lee Ann Queen
Authorized Representative Name (PRINT)

Director - Pricing Services
Title

Lee Ann Queen
Authorized Representative Signature



Amendment of Solicitation

Date of Issuance: 6/28/2016

Solicitation No. SW012

Requisition No. SW012

Amendment No. 1 (titled Amendment 2)

Hour and date specified for receipt of offers is changed: ☐ No ☒ Yes, to: 7/19/2016 3:00 PM CST/CDT

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the Solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY and RETURN TO:

U.S. Postal Delivery or Personal or Common Carrier Delivery:

Office of Management and Enterprise Services
Central Purchasing
5005 N. Lincoln Blvd., Ste. 300
Oklahoma City, OK 73105

Gerald Elrod
Contracting Officer

405 - 522 - 1037
Phone Number

Gerald.elrod@omes.ok.gov
E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

The closing date has been Extended a couple weeks to July 19, 2016

b. All other terms and conditions remain unchanged.

Baker & Taylor LLC
Supplier Company Name (PRINT)

7-15-2016
Date

Lee Ann Queen
Authorized Representative Name (PRINT)

Director - Pricing Services
Title

Lee Ann Queen
Authorized Representative Signature



Amendment of Solicitation

Date of Issuance: 06/21/2016

Solicitation No. SW16012

Requisition No. _____

Amendment No. 3

Hour and date specified for receipt of offers is changed: ☒ No ☐ Yes, to: _____ 3:00 PM CST/CDT

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the Solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY and RETURN TO:

U.S. Postal Delivery or Personal or Common Carrier Delivery:

Office of Management and Enterprise Services
Central Purchasing
5005 N. Lincoln Blvd., Ste. 300
Oklahoma City, OK 73105

Gerald Elrod
Contracting Officer

405 – 522-1037
Phone Number

Gerald.Elrod@omes.ok.gov
E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

The following questions have been received and answered (see below and attached):

Question 1: To clarify, does Item E.3.2. on page 17 of the Solicitation Package refer to one printed binder? Or do you only want the electronic submissions?

Answer 1: Only electronic copies are required.

Question 2: I have a question in regards to the Reference list. If we have a reference listed but do not have a Past Performance Survey is that acceptable or do we have to have both in order for them to be considered a reference?

Answer 2: References that do not include a past performance survey will not be considered.

Question 3: Vendors discount books based on the type of bind/category. The Books Categories on Attachment C, Bid Sheet, include "trade", "general", "scientific". These categories come in multiple binds and are subject to discounts related to those binds (Hardback, Publisher's Library Bind, Hardcover Reinforced, Paperback). Is it acceptable to offer a sliding discount (___% to ___%) and refer to additional discount information that we attach?

Answer 3: The "Notes" section allows for more detailed descriptions of discounts. Attachments are allowed.

Question 4: Will you please confirm that only 2 electronic copies (CDs or flash drives) of our response should be submitted (E.3 page 17) and that no hard paper copies with original signatures are required?

Description of Amendment - continuing

Answer 4: Only electronic copies are required.

Question 5: On form CP004, What should be filled in for "Agency Number"?

Answer 5: The "Agency Number" section can be ignored.

Question 6: On Attachment C, are vendors required to enter a single discount per book category or may a vendor enter a range of discount?

Answer 6: The "Notes" section is to allow for more detailed discount descriptions.

Question 7: Are vendors to submit the proposal only on two flashdrives with nothing on hardcopy?

Answer 7: Only electronic documents on flash drive or disc are required.

Question 8: Will agencies have the flexibility to purchase books that may qualify for coverage under the contract from vendors who are not a party to the agreement?

Answer 8: Unless an exception is provided, agencies must first attempt to find the item they need through vendors on contract.

b. All other terms and conditions remain unchanged.

<u>Baker + Taylor LLC</u>		<u>7-15-2016</u>
Supplier Company Name (PRINT)		Date
<u>Lee Ann Queen</u>	<u>Director - Pricing Services</u>	<u>Lee Ann Queen</u>
Authorized Representative Name (PRINT)	Title	Authorized Representative Signature



Solicitation

1. Solicitation #: SW16012

2. Solicitation Issue Date: June 7, 2016

3. Brief Description of Requirement:

Solicitation for Statewide Contract for Books.

4. Response Due Date¹: July 5th, 2016

Time: 3:00PM CST/CDT

5. Issued By and **RETURN SEALED BID TO²:**

Personal, U.S. Postal or Common Carrier Delivery:

Office of Management and Enterprise Services
Central Purchasing
5005 N. Lincoln Blvd., Suite 300
Oklahoma City, OK 73105

6. Solicitation Type (type "X" at one below):

- ☐ Invitation to Bid
- ☒ Request for Proposal
- ☐ Request for Quote

7. Requesting Agency: OMES Central Purchasing

8. Contracting Officer:

Name: Gerald Elrod
Phone: 405/522-1037
Email: Gerald.Elrod@omes.ok.gov

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

² If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries



Responding Bidder Information

"Certification for Competitive Bid and Contract" MUST be submitted along with the response to the Solicitation.

1. RE: Solicitation # SW16012

2. Bidder General Information:

FEI / SSN : 47-3179974

VEN ID: _____

Company Name: Baker & Taylor, LLC

3. Bidder Contact Information:

Address: 2550 West Tyvola Road - Ste. 300

City: Charlotte

State: NC Zip Code: 28217

Contact Name: Lee Ann Queen

Contact Title: Director-Pricing Services

Phone #: 800-775-7930, ext. 3245

FAX#: 704-998-3260

Email: bids@baker-taylor.com

Website: www.baker-taylor.com

4. Oklahoma Sales Tax Permit¹:

☒ YES – Permit #: 14278596-04

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State:

☒ YES - Filing Number: 3712493100

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☒ YES – include a certificate of insurance with the bid

Please see Exhibit F

☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)²

Lee Ann Queen

Authorized Signature

July 15, 2016

Date

Lee Ann Queen

Printed Name

Director-Pricing Services

Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbus-sales.html>

² For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faq.html#c221>



State of Oklahoma

**Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)**

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: OMES Central Purchasing Agency Number: _____

Solicitation or Purchase Order #: SW16012 - Solicitation for Statewide Contract for Books

Supplier Legal Name: Baker & Taylor, LLC

SECTION I [74 O.S. § 86.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☒ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Lee Ann Queen
Supplier Authorized Signature

July 15, 2016
Certified This Date

Lee Ann Queen
Printed Name

Director-Pricing Services
Title

800-775-7930, ext. 3245
Phone Number

bids@baker-taylor.com
Email

704-998-3260
Fax Number

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A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the Bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at 5005 N. Lincoln Blvd. Suite 300, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
 - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.2. Solicitation, as amended (if applicable); and

A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13 Negotiations

A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

A.15. Award of Contract

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A.16. Contract Modification

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.18. Invoicing and Payment

- A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

A.19. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.20. Audit and Records Clause

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any

language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.22. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.23. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.24. Termination for Cause

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.27. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.29. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.30. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Contract Period

- B.1.1.** The Contract Period is the Date of Award through one year (or enter contract period) with the option to renew for up to four (4) additional one year periods. A written request for renewal will be sent to the Supplier(s) 30 days prior to contract expiration. Suppliers shall express their intention to renew the contract by completing, signing and returning the renewal request to the contract officer.

B.2. Type of Contract.

- B.2.1.** This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.

B.3. Contract Preference

- B.3.1.** This contract is mandatory for State of Oklahoma agencies

B.4. Authorized Users.

- B.4.1.** This Contract shall be made available to all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities may avail themselves of the contract subject to the approval of the successful supplier(s). If a supplier wishes to prohibit counties, school districts and municipalities from utilizing this contract, the decision to opt out should be clearly stated in the solicitation response.

B.5. Extension of Contract.

- B.5.1.** The State may extend the term of this contract for up to 90 day intervals if mutually agreed upon by both parties in writing.

B.6. Ordering.

- B.6.1.** Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders, or with the State purchase card, by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed.

B.7. Gratuities.

- B.7.1.** The right of the successful supplier to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful supplier, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of Central Purchasing.

B.8. Proposal Conformity

- B.8.1.** By submitting a response to this solicitation, the supplier attests that the supplies or services conform to specified contract requirements.

B.9. Contract Usage Reporting Requirements

- B.9.1.** Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, hospitals and Municipalities.
- B.9.2.** Reports shall be submitted quarterly regardless of quantity. Failure to report sales may be cause for termination of contract.
- B.9.3.** Usage Reports shall be delivered to Central Purchasing within 45 calendar days upon completion of performance quarter period cited in paragraph "d" of this contract provision. Usage Reports must be delivered to Central Purchasing Strategic Sourcing group at strategic.sourcing@omes.ok.gov.
- B.9.4.** Contract quarterly reporting periods shall be:
- B.9.4.1.** January 1 through March 31
 - B.9.4.2.** April 1 through June 30
 - B.9.4.3.** July 1 through September 30
 - B.9.4.4.** October 1 through December 31
- B.9.5.** Failure to provide usage reports shall result in cancellation or suspension of contract.
- B.9.6.** Usage Reports shall be submitted in the Excel form listed as Attachment "A"

B.10. Contract Management Fee

- B.10.1.** As provided by Oklahoma State Statute 74 O.S. §85.33A, the Office of Management and Enterprise Services assesses a Contract Management Fee in the sum of 1 % on all sales transacted by any entity under this contract.
- B.10.2.** Supplier agrees to annotate the resultant amount on the quarterly "Contract Usage Report" as listed in Section B11.6 and make payment by company check to OMES – Central Purchasing Division within forty five (45) calendar days from the completion of the quarterly reporting period as listed in Section B11.4. To ensure the payment is credited properly, the supplier must identify the check as a "Contract Management Fee" and include the following information with the payment: LIST SW# and Contract Title, the report amount and the reporting period covered. The Contract Management Fee shall be mailed to:
- OMES – Central Accounting and Reporting
5005 N. Lincoln, Suite 200
Oklahoma City, OK 73105
- B.10.3.** Failure to remit the fee quarterly may result in the cancellation of the contract. The State Contract Management Fee is non-refundable when an item is rejected, returned or declined due to the Supplier's failure to perform or comply with specifications or requirements of the contract.

B.11. Clarification of Solicitation

- B.11.1.** Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing
- B.11.2.** Contracting Officer specified in the solicitation and must be prior to the closing date of the solicitation.
- B.11.3.** If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or an error that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- B.11.4.** Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Central Purchasing Contracting Officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

B.12. Minor Deficiencies or Minor Informalities

- B.12.1.** "Minor deficiency" or "minor informality" means an immaterial defect in a bid or variation in a bid from the exact requirements of a solicitation that may be corrected or waived without prejudice to other bidders. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.
- B.12.2.** The State Purchasing Director may waive minor deficiencies or informalities in a bid if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other bidders, or are not a cause for bid rejection.

B.13. Electronic Submission

All submissions should be submitted to Central Purchasing on electronic media in accordance with Section E.3 of the RFP. Submissions will not be accepted via email or hard copy. This term overrides any terms in Section A requiring submission of hard-copy.

C. SOLICITATION SPECIFICATIONS

C.1. Introduction

- C.1.1.** This solicitation constitutes a competitive request for proposal (RFP) to establish a statewide contract for books, periodicals, multi-media and other publications which all State agencies, cities, counties, and other municipalities may utilize. The approximate usage of SW012 in FY15 was \$7,100,000.00.
- C.1.2.** The State intends to establish one or more contracts to satisfy the requirements of products listed. The State may opt to award to one or more respondent(s), or it may award all to one respondent. Respondents are strongly encouraged to submit pricing/proposals on as many products as possible.

C.2. Categories

- C.2.1.** General
- C.2.1.1.** Fiction and nonfiction materials not otherwise covered in the categories listed below.
- C.2.2.** Encyclopedias
- C.2.2.1.** Reference materials, typically arranged alphabetically, giving information on a broad range of subjects.

C.2.3. Legal Publications and Law Books

C.2.3.1. Reference materials of a legal nature including law manuals, code books and statutes, updates and revisions.

C.2.4. Medical Books

C.2.4.1. Medical guides, diagnostic manuals and other medical reference material.

C.2.5. Multi-Media Products and Recorded Publication Materials

C.2.5.1. Audio and video materials including informational videos and audiobooks

C.2.6. Periodical and other Serial Subscriptions

C.2.6.1. Journals, magazines, periodicals and other subscription materials

C.2.7. Reference

C.2.7.1. Reference books not otherwise categorized including dictionaries and general reference materials

C.2.8. Scientific

C.2.8.1. Scientific reference guides, studies and publications

C.2.9. Technical

C.2.9.1. Technical manuals and guides

C.2.10. Textbooks

C.2.10.1. Books for use in classroom settings

C.2.11. Trade Books

C.2.11.1. Trade guides and publications including trade reference guides, professional code manuals and other similar materials.

C.3. Account Management

C.3.1. The respondent must include the name and contact information of the individual who will be the Account Manager for the term of the Contract. The Account Manager will be responsible for operation and administration of the Contract by the Contractor. The Account Manager must respond in a timely manner and in writing unless instructed otherwise, to all information requests from the Contracting Officer.

C.3.2. The Account Manager shall, upon request attend meetings at Central Purchasing or at other sites, as requested and determined by the Contracting Officer. The Account Manager will be responsible for reports required by the contract and to serve as liaison between the Contractor and Central Purchasing and any other eligible participant. The Contracting Officer may require the Contractor to relieve the Account Manager from work on this contract, if in its opinion, it is apparent that the Account Manager does not deliver work that conforms to performance standards outlined in this RFP.

C.3.3. This named Account Manager must be among those present for all scheduled pre-award meetings.

C.4. Purchasing Process and Pricing

C.4.1. Authorized Users will place their own orders with the Contractor. After Contract award, Contractor will interact with Authorized Users on a day-to-day basis for specific issues relating to delivery timeliness, product quality, returns, and similar concerns. The Contracting Officer listed will be responsible for overall contract management, including addendums and Contract performance.

C.4.2. Respondents are requested to provide a discount off of the list price for the categories listed. This discount will be applied to the list price to come up with the Contract Pricing (inclusive of Standard delivery) for products.

C.5. Service Level Requirements and Expectations

Section C.5.1 lists the State's Mandatory Service Level Requirements. Respondents must indicate whether they are able to meet these service level requirements. Respondents that are unable to meet any of these service level requirements shall be eliminated from consideration for an award.

Section C.5.2 lists the State's Desired Service Level Expectations. These expectations are desired by the State and the State will evaluate these responses as part of the technical/qualitative evaluation. Respondents must indicate whether they are able to meet these service level expectations.

Mandatory Service Level Requirements and Desired Service Level Expectations shall be met at no additional cost to the State.

C.5.1. Mandatory Service Level Requirements

This section of the document contains Mandatory Service Level Requirements that the successful respondent is required to meet at

NO extra charge. Respondents who cannot meet Requirements C.5.1.1 through C.5.1.4 shall be qualified on the grounds of non-responsiveness.

C.5.1.1. A supplier must have been in business for a minimum of 24 months to be eligible for a contract award.

C.5.1.2. For all products sold, Contractor must be an original manufacturer, authorized distributor, or dealer authorized by manufacturer. If requested, Respondent must be able to identify an account number with manufacturers represented.

C.5.1.3. Each product sold will have a minimum of manufacturer's standard warranty.

C.5.1.4. If any prices fluctuate between the time of order and delivery, Contractor shall charge the prices in effect as of the order date.

C.5.1.5. The Contractor will not invoice service fees or additional costs to the Authorized Users during the term of the contract. For instance, there will be no small order, minimum order, special order, shipping (except Rush delivery as specified in the Cost Proposal), hazardous materials, pallet, or fuel charges or surcharges.

C.5.2. Desirable Service Level Expectations

This section of the document contains Desirable Service Level Expectations that the Contractor is expected to perform at NO extra charge. All Mandatory Requirements listed in Section C.5.1 supersede the Desirable Service Level Expectations listed below. Respondents are required to indicate any inability to provide the Desirable Service Level Expectation. In addition, respondents are required to propose alternatives to Desirable Service Level Expectations that cannot be met.

C.5.2.1. Response Time

The Contractor should respond to all communications no later than one business day.

C.5.2.2. Fill Rate

The Contractor should maintain a Fill Rate of 98%. The fill rate will be calculated by each Facility, by dividing the number of line items delivered on time by the number of line items ordered for delivery during that month and multiplying the result by 100 to arrive at the percent (%) fill rate.

C.5.2.3. Invoice Accuracy

The Contractor should strive to achieve invoice accuracy of 100% as measured by SKUs ordered.

C.5.2.4. Delivery Standards

Respondent should make deliveries on dates and times acceptable to Authorized Users. If a regular delivery day falls on a State holiday, Authorized Users and Contractor may determine an alternate date.

The Contractor should deliver the Products by the delivery date specified in any executed Attachment, Appendix, or Order referencing the Agreement. The Contractor should ensure Delivery Date standards are met 97% of the time.

C.5.2.5. Non-Delivery

After notification of impending short or out-of-stock items, Authorized User may cancel balance of incomplete deliveries without penalty. Authorized User may purchase shorted items that cannot be supplied by the Contractor by date required elsewhere.

C.5.2.6. Overall Customer Satisfaction

Contractor should develop a plan to conduct a quarterly survey of end-users to determine the level of customer service satisfaction experienced by Authorized Users, and should conduct such a survey upon request from the Contracting Officer. Both the raw and analyzed survey results should be provided to the Contracting Officer. The following includes some of the areas to be measured on the survey: Responsiveness, Communication, Courtesy, Competence, Effectiveness, and Overall Satisfaction.

C.5.2.7. Ordering Methods

Contractors should have a local Oklahoma telephone number or a toll free (800) number. Each Authorized User will be responsible for placing its own orders, which may be accomplished by written purchase order, telephone, fax or computer on-line systems. The State encourages Contractors to have online ordering capabilities, such as a dedicated State website, to facilitate online orders. In the response, please include screenshots of the relevant web interface.

C.5.2.8. Payment Options

Authorized Users will pay the Contractor by check, electronic funds transfer, or with the State's authorized P-card (credit card).

C.5.2.9. Freight Policy

All shipments should be F.O.B. Destination to the specified location, with inside delivery if requested. Contractor is responsible for filing and expediting all freight claims with the carrier. The Contractor should pay title and risk of loss or damage charges.

C.5.2.10. Rush Delivery

Respondents should be able to provide Rush Delivery to Authorized Users within a 24 hour window. Explain your rush delivery

capabilities in your response.

Emergency/rush delivery requiring special shipping and handling will be at Authorized Users' expense (with prior approval from the Authorized User). Rush delivery that occurs as a result of the Contractor's error will be free of charge.

C.5.2.11. Shipping

The State is committed to recycling and reuse of packaging materials. Some Authorized Users may also require shrink wrapping. Authorized Users will inform Contractor of any such requirements.

All hazardous materials should be shipped per all Federal and State regulations.

All products should be shipped in a manner which will enable the receiving person(s) to easily check the shipment with the invoice.

C.5.2.12. Return of Product

Authorized Users may return to the Contractor at the Contractor's expense any materials delivered in poor condition, in excess of the amount authorized by the requisition form or not included on the requisition form or purchase order within 30 days of delivery. Credit for returned goods shall be made immediately once the Contractor receives the returned goods.

If any product is returned to a Contractor for failure of performance, the Contractor will, at the State's discretion, refund all amounts paid to the Contractor for such product or replace the product, and the following shall apply:

Within twenty (20) days of written notification by the Authorized User, the Contractor should make arrangements for the return of the product.

The Contractor should bear all shipping and insurance costs.

Contractor should be liable for damages to the product, unless caused by fault or negligence of the Authorized User that occur during the return process.

Please describe your return policy in detail.

C.5.2.13. Returns Due to User Error

Contractor should provide for return of unopened items ordered in error for up to 30 calendar days from delivery. For all returns of unopened items or returns due to user error, returns should be provided free-of-charge as long as they occur at a regularly-scheduled delivery time. Otherwise, Authorized Users should be responsible for all costs associated with the preparation of the product for shipping, and all shipping costs to the Contractor's nearest service location for such returns; no additional charges are allowed, including restocking fees.

Respondent should issue a credit to Authorized User's account as soon as items have been received by the Contractor.

C.5.2.14. Post-Order Customer Service

The Contractor should provide to all Authorized Users a single point of contact (and a backup) to handle questions and resolve problems that arise. At least one Customer Service Representative should be available during standard business hours in the Central time zone, regardless of the time zone where Contractor is located. All service representatives should have access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, statewide contract pricing, contracted product offerings/exclusions, contract compliance requirements, and general product information. Representatives should be available by email, fax, or phone (local or 800 number).

C.5.2.15. Price Verification

The Contractor should be able to provide manufacturer price lists and its own list price lists at the State's request in order for the State to verify pricing. The Contractor should have its own auditing system to verify that correct pricing is being offered to the State. In addition, the State reserves the right to audit Contractor records in order to identify discrepancies. If discrepancies are found, at a minimum, the Contractor will refund the State the difference and may be subject to other legal remedies.

C.5.2.16. Respondents should offer all rebates and special offers (including commercial and consumer offers) made available by the manufacturer, in addition to contracted pricing.

C.5.2.17. Quality Assurance and Warranty Guarantee

The Contractor should guarantee its products to be free from defects in materials and workmanship, given normal use and care, over a minimum of the manufacturer's warranty period. The Contractor should agree to repair and/or immediately replace without charge (including freight both ways) to Authorized Users any product or part thereof that proves to be defective or fails within the warranty period as specified.

C.5.2.18. Notification of Back Orders

Please describe in detail your back order notification procedures.

C.5.2.19. Receiving Procedures and Order Inspection

State personnel may inspect and verify deliveries. Products may be matched against the packing slip and order specifications. Authorized Users may identify and reconcile delivery discrepancies of quantity or quality after delivery. Product delivered will also be inspected at time of use and is subject to refusal/return for issues of quality.

Any cases damaged during loading or delivery will be rejected. Contractor should replace with like or acceptable product at no charge within two business days of notice.

When receiving deliveries, Authorized Users may:

Inspect each item at the time of receipt

Note any count discrepancies and visible damage on the Contractor's packing slip. Discrepancies or damages noted should be initiated by the Contractor's delivery agent

If, upon inspection at the time of receipt, products are found to be in unacceptable condition, Authorized User may refuse delivery and note reason on delivery receipt. Contractor's delivery agent shall initial any such notes

When satisfied that the shipment is in proper order and/or all discrepancies have been properly noted and initialed, the receiving person shall sign the Contractor's packing slip and retain a copy for their records

Authorized Users reserve the right to reject all or part of a delivery

Contractor should allow ample time for these procedures at each delivery location.

C.5.2.20. Invoice Requirements

All invoices should reflect the prices and discounts established for the items on this contract for all orders placed by Authorized Users.

Before payment is made, the State will verify that all invoiced charges are correct as per the Contract(s). Only properly submitted invoices will be officially processed for payment. Prompt payment requires that your invoices be accurate, clear and complete in conformity with the instructions below. All invoices must be itemized showing:

- Contractor name
- Remit to address
- Purchase order number (or purchase method and user name, if there is no purchase order)
- Invoice Number
- Date of order/ release
- Item manufacturer's name or abbreviation (if applicable)
- Complete item description
- Unit of measure
- Quantity per UOM
- Manufacturer's product number
- Contractor's catalog and/or stock numbers
- Contract price
- Quantity shipped
- Extended prices
- Shipping charges (if applicable)
- Discounts
- Agency Name
- Purchaser name
- Account number
- Invoice total

Respondent should provide original invoice and requested number of copies to the designated accounts payable representative(s) or addresses for each Authorized User.

Each invoice should contain only those products covered by the purchase order or other purchase method designated on that invoice. Invoices that have pricing other than approved contract pricing will not be considered valid invoices.

C.5.2.21. Complaint Resolution Procedure

The Contractor should have a robust complaint resolution procedure. Please describe in detail.

C.5.2.22. Catalogs

Contractor should have web based catalog(s) and deliver hard copies, CD-ROM, or electronic media copies of the most current catalog to each Authorized User upon request. Contractor should provide Contracting Officer with an electronic copy of its most

recent catalog within five (5) business days of publication. The most recent catalog must be included with a Supplier's response to the RFP.

D. EVALUATION

D.1. Method of Evaluation

- D.1.1. The State will award the contract to the respondent(s) whose offer is determined to be of the Best Value to the State.
- D.1.2. The evaluation and selection of a Contractor will be based on the information submitted in a Proposal. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

D.2. Best Value Criteria

- D.2.1. The State intends to award to one/multiple Suppliers as a result of this Request for Proposal (RFP). Said contract will be awarded to the responsible Supplier(s) whose response, conforming to the RFP, is deemed best value.
- D.2.2. Upon receipt of all responses, each response will be evaluated to determine which Suppliers meet all minimum mandatory pre-requisites as set forth in Section C.5.1. Mandatory Supplier Qualifications. Those proposals which met the minimum mandatory pre-requisites will enter the technical phase of evaluation. Proposals which do not meet the minimum mandatory pre-requisites will be deemed non-responsive at this point and will receive no further consideration.
- D.2.3. An evaluation team will conduct evaluation of responses and prices received in response to this solicitation according to these criteria:
 - D.2.3.1. past experience and performance
 - D.2.3.2. organizational capacity and resources
 - D.2.3.3. technical proposal
 - D.2.3.4. cost

D.3. Competitive Negotiations of Proposals

In accordance with Oklahoma Statutes, 74 O.S. § 85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the Bidders responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that mitigate the State's risks. The State will consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any and all items in the Bidder's proposal.

Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item will face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

- D.3.1. Negotiations may be conducted in person, in writing, or by telephone.
- D.3.2. Negotiations will only be conducted with potentially acceptable proposals. The State reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation phase.
- D.3.3. Terms, conditions, prices, methodology, or other features of the Bidder's proposal may be subject to negotiations and subsequent revision. As part of the negotiations, the Bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- D.3.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.
- D.3.5. BEST and FINAL – The state may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request. However, the Bidder should not expect that the state will ask for best and finals to give the Bidder an opportunity to strengthen your proposal. Therefore, the Bidder must submit your best offer based on the terms and condition set forth in this solicitation.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

Prospective Bidders are urged to read this solicitation carefully. Failure to do so will be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The Bidder is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the state and that verbal communications from whatever source are of no effect. In no event shall the Bidder's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.

E.1.1. MANDATORY AND NON-MANDATORY TERMS

- E.1.1.1.** Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Bidder's Proposal.
- E.1.1.2.** Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

E.2. Technical Questions

Technical questions concerning the RFP should be submitted in writing to the contracting officer listed on the front page of the solicitation no later than June 17th, 2016 at 3:00PM.

E.3. RFP Submission Requirements

- E.3.1.** Supplier should submit two (2) CDs, DVDs or Flash Drives containing an electronic copy of the proposal which must be clearly marked with the Supplier's name, solicitation number and date of solicitation closing.
 - E.3.1.1.** All electronic documents must be in one of the following software formats:
 - E.3.1.1.1.** MS Word (.doc or .docx), MS Excel (.xls or .xlsx), or Adobe PDF (.pdf)
 - E.3.1.1.2.** Graphic samples must be in tif, gif, jpeg or pdf
- E.3.2.** Each Supplier shall submit a complete proposal, and should clearly describe Supplier's ability to meet or exceed every requirement detailed in the Solicitation Request and this RFP. Responses should be organized and numbered in a manner consistent with the RFP (C.4.2.1, C.4.2.2, etc...).
- E.3.3.** Each Supplier shall submit the required forms in the front of the Solicitation Packet.
 - E.3.3.1.** OMES-FORM-CP-076
 - E.3.3.2.** OMES-FORM-CP-004

E.4. Solicitation Submission

Suppliers should submit the following components to ensure a complete response will be evaluated.

- E.4.1.** Past Performance Information
 - E.4.1.1.** A list of references (minimum of five) who have utilized the Offeror's services in a like manner (services similar in size and scope of this RFP). Please refer to Attachment B for complete instructions. A form to be forwarded to the references (past clients) is provided in that attachment. These forms must be filled out and included with your proposal response.
- E.4.2.** Organizational Capacity
 - E.4.2.1.** A statement concerning the length of time in business, the number of employees, the financial condition, ownership, location and total number of clients served. A detailed listing of products offered. This may be via company's online website, or by an electronic catalog. All products shall list the manufacturer name.
- E.4.3.** Technical Proposal
 - E.4.3.1.** Complete response to Section C of the RFP.
 - E.4.3.2.** Electronic copy of a Supplier's current catalogue in accordance with C.5.2.22 of the RFP.
- E.4.4.** Price Response
 - E.4.4.1.** Complete response to Attachment C Bid Sheet.

E.5. Anticipated Timeline

RFP Milestones	Estimated Completion Dates
RFP Issue Date	June 7, 2016
Deadline for Questions Submission	June 17, 2016
Responses to RFP Due	July 5, 2016

F. PRICE AND COST

All Suppliers must include Attachment C – Bid Sheet in their response to the RFP. The % discount off of list for each contract year

should be included for all categories being bid. Additional comments and bulk discount options should be included in the space provided.

ATTACHMENT C - BID SHEET

Vendor Name:

Baker & Taylor, LLC

BOOKS CATEGORIES	Responding (Yes/No)	% Discount off List	Additional Comments/Bulk Discounts/Prompt Payment Discounts
GENERAL, DOMESTIC	YES	45.0%	This discount is available for titles as described in Baker & Taylor Exhibit A, Categories I and II (Hardcover). General, Domestic Books may be of any binding type or material category; please see Exhibit A for a complete outline of product discount.
ENCYCLOPEDIA, DOMESTIC	NO	No Bid	No Bid
LEGAL PUBLICATIONS, LAW BOOKS, DOMESTIC	YES	10.0%	This discount is available for titles as described in Baker & Taylor Exhibit A, Categories VIII and IX. Titles where Baker & Taylor receives no discount from the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price.
MEDICAL BOOKS, DOMESTIC	YES	10.0%	This discount is available for titles as described in Baker & Taylor Exhibit A, Categories VIII and IX. Titles where Baker & Taylor receives no discount from the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price.
MULTI-MEDIA PRODUCTS, RECORDED PUBLICATION MATERIALS	YES	DVD/BluRay = 28.0 % Music CD = 26.0 % Spoken Word Audio on CD = 45.0 % * Playaway Audio = 20.0 % Playaway View = 10.0 %	* This discount is available for popular, recent release titles from widely distributed publishers, as described in Baker & Taylor's Exhibit A, Category XII. Not all spoken word audio editions meet these criteria. Other editions will be invoiced as outlined in Categories VII, VIII, IX, X, or XI (Exhibit A).
PERIODICAL AND OTHER SERIAL SUBSCRIPTIONS, DOMESTIC	NO	No Bid	No Bid
REFERENCE, DOMESTIC	YES	10.0%	This discount is available for titles as described in Baker & Taylor Exhibit A, Categories VIII and IX. Titles where Baker & Taylor receives no discount from the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price.
SCIENTIFIC, DOMESTIC	YES	10.0%	This discount is available for titles as described in Baker & Taylor Exhibit A, Categories VIII and IX. Titles where Baker & Taylor receives no discount from the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price.
TECHNICAL, DOMESTIC	YES	10.0%	This discount is available for titles as described in Baker & Taylor Exhibit A, Categories VIII and IX. Titles where Baker & Taylor receives no discount from the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price.
TEXTBOOKS, DOMESTIC	NO	No Bid	No Bid
TRADE BOOKS, DOMESTIC	YES	45.0%	This discount is available for titles as described in Baker & Taylor Exhibit A, Categories I and II (Hardcover). Trade Books, Domestic may be of any binding type or material category; please see Exhibit A for a complete outline of product discount.