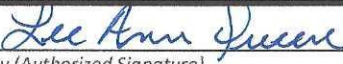



Iowa Department of Administrative Services

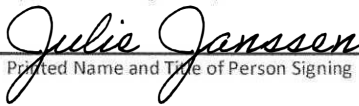
Contracts Declaration & Execution Page

Title of Contract: State Library Materials		Bid Proposal Number RFP0320282035	Contract Number 21229
This Agreement is entered into between the State of Iowa (by and through its agency, the Department of Administrative Services) and the Contractor named below:			
State Agency's Name: State of Iowa Library			
Contractor's Name: Baker & Taylor			
Contract to Begin: 08/02/2021	Date of Expiration: 12/31/2023	Annual Extensions: 3	
The parties agree to comply with the terms and conditions and attachments which are by this reference made a part of the Agreement: Section 1 – Terms & ConditionsPage 2 Section 2 – Scope of Work.....Page 26 Section 3 – Pricing.....Page 30 Section 4 – ContactsPage 32			

WITNESS WHEREOF, this Agreement has been executed by the parties hereto

 By (Authorized Signature) Lee Ann Queen Director - Pricing Services Printed Name and Title of Person Signing 2810 Coliseum Centre Drive - Ste. 300 / Charlotte, NC 28217 Address	Contractor: Baker & Taylor, LLC Date Signed 7-30-2021
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State of Iowa: Agency	
By (Authorized Signature)  Printed Name and Title of Person Signing Ann Lebo, Director, Iowa Department of Education Address 400 E. 14th St., Des Moines, IA 50319	Date Signed 08/03/2021

State of Iowa: Department of Administrative Services – Central Procurement	
By (Authorized Signature)  Printed Name and Title of Person Signing JULIE JANSSEN, PURCHASING AGENT III Address HOOVER BUILDING, 3RD FLOOR, 1305 E WALNUT STREET, DES MOINES, IOWA 50319	Date Signed 08/03/2021

SECTION 1 Terms & Conditions

1.1 Definitions

The following words shall be defined as set forth below:

“Acceptance” means that the Agency has determined that one or more Deliverables satisfy the Agency’s Acceptance Tests. Final Acceptance means that the Agency has determined that all Deliverables satisfy the Agency’s Acceptance Tests. Non-acceptance means that the Agency has determined that one or more Deliverables have not satisfied the Agency’s Acceptance Tests.

“Acceptance Criteria” means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Agency and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.

“Acceptance Tests” or “Acceptance Testing” mean the tests, reviews and other activities that are performed by or on behalf of Agency to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.

“Bid Proposal” or “Proposal” means the Contractor’s proposal submitted in response to the RFP.

“Contract” means the collective documentation memorializing the terms of the agreement between the Agency and the Contractor identified on the Contract Declarations & Execution Page(s) and includes the signed Contract Declarations & Execution Page(s), the Special Terms, these General Terms for Services Contracts, any Special Contract Attachments, and all other attachments to the Contract Declarations & Execution Page(s).

“Contract Declarations & Execution Page(s)” means the document that contains basic information about the Contract and incorporates by reference these General Terms for Services Contracts, the Special Terms, and all other attachments to the Contract Declarations and Executions Page(s).

“Deficiency” means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a deliverable to conform to or meet an applicable specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

“Deliverables” means all of the goods, products, services, work, work product, items, materials and property to be created, developed, produced, delivered, performed or provided by or on behalf of, or made available through, Contractor (or any agent, contractor or subcontractor of Contractor) in connection with this Contract.

“Documentation” means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

“RFP” means the Request for Proposals or Request for Bids (and any Addenda thereto) identified on the Contracts Declarations and Execution Page(s) that was issued to solicit the Deliverables that are subject to the Contract.

“Special Contract Attachments” means any attachment to this Contract indicated on the Contract Declarations & Execution Page(s).

“Special Terms” means the Contract attachment entitled “Special Terms” that contains terms specific to this Contract, including but not limited to the Scope of Work, contract payment terms, and any amendments to these General Terms and Conditions for Services Contracts. If there is a conflict between the General Terms for Services Contracts and the Special Terms, the Special Terms shall prevail.

“Specifications” means all specifications, requirements, technical standards, performance standards, representations and other criteria related to the Deliverables stated or expressed in this Contract, the Documentation, the RFP, and the Proposal. Specifications shall include the Acceptance Criteria and any specifications, standards or criteria stated or set forth in any applicable state, federal, foreign and local laws, rules and regulations. The Specifications are incorporated into this Contract by reference as if fully set forth in this Contract.

“State” means the State of Iowa, the Agency, and all State of Iowa agencies, boards, and commissions, and when this Contract is available to political subdivisions, any political subdivisions of the State of Iowa.

1.2 Availability of Contract to Other Entities

All other agencies of the State of Iowa and all political subdivisions of the State of Iowa may make purchases pursuant to the Contract as permitted by the Competitive Bidding Document.

1.3 Duration of Contract

The term of the Contract shall begin and end on the dates specified on the Contract Declarations & Execution Page(s), unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Agency may, in its sole discretion, exercise any applicable extension by giving the Contractor written notice of the extension prior to the expiration of the initial term or renewal term.

1.4 Scope of Work

The Contractor shall provide Deliverables that comply with and conform to the Specifications.

1.5 Compensation

1.5.1 Pricing

The Contractor shall be compensated in accordance with the payment terms outlined in the Contract Payment Terms and Scope of Work described in the Special Terms.

The Contractor shall submit, on the frequency established on the Contract Declarations & Execution Page(s) an invoice for Deliverables rendered in accordance with this Contract. The invoice shall comply with all applicable rules concerning payment of such

claims. The Agency shall verify the Contractor's performance of the Deliverables outlined in the invoice before making payment. The Agency shall pay all approved invoices in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code § 8A.514.

Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor under this Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Contract.

1.5.2 Reimbursement Expenses

The State has established rules for limitations on reimbursement expenses. Please reference Department of Administrative Services - State Accounting Enterprise Procedure 210-245 (accessible on the internet) for limits on travel expenses.

1.5.3 Withholding Payments

In addition to pursuing any other remedy provided herein or by law, the Agency may withhold compensation or payments to Contractor, in whole or in part, without penalty to the Agency or work stoppage by Contractor, in the event the Agency determines that:

1.5.3.1 Contractor has failed to perform any of its duties or obligations as set forth in this Contract; or

1.5.3.2 Any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency.

No interest shall accrue or be paid to Contractor on any compensation or other amounts withheld or retained by the Agency under this Contract.

1.5.4 Setoff Against Sums Owed by the Contractor

In the event that Contractor owes the State any sum under the terms of this Contract, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the State may, in its sole discretion, set off any such sum against:

1.5.4.1 Any sum invoiced by, or owed to, Contractor under this Contract, or

1.5.4.2 Any sum or amount owed by the State to Contractor, unless otherwise required by law.

The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing setoff.

1.6 Termination

1.6.1 Immediate Termination by the State

The State may terminate this Contract for any of the following reasons effective immediately without advance notice:

- 1.6.1.1** In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification shall result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- 1.6.1.2** The State determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a person's life, health or safety to be jeopardized;
- 1.6.1.3** The Contractor fails to comply with confidentiality laws or provisions;
- 1.6.1.4** The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

1.6.2 Termination for Cause by the Agency

The Agency may terminate this Contract upon written notice for the breach by Contractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency's notice of breach or any subsequent notice or correspondence delivered by the Agency to Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

- 1.6.2.1** Contractor furnished any statement, representation, warranty or certification in connection with this Contract, the RFP or the Proposal that is false, deceptive, or materially incorrect or incomplete;
- 1.6.2.2** Contractor or any of Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
- 1.6.2.3** Contractor or any parent or affiliate of Contractor owning a controlling interest in Contractor dissolves;
- 1.6.2.4** Contractor terminates or suspends its business;
- 1.6.2.5** Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by Contractor related to Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;

- 1.6.2.6** Contractor has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract;
- 1.6.2.7** The Agency determines or believes the Contractor has engaged in conduct that: (a) has or may expose the Agency or the State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized;
- 1.6.2.8** Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Contractor misappropriates or allegedly misappropriates a trade secret;
- 1.6.2.9** Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or
- 1.6.2.10** Any of the following has been engaged in by or occurred with respect to Contractor or any corporation, shareholder or entity having or owning a controlling interest in Contractor:
 - 1.6.2.10.1** Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;
 - 1.6.2.10.2** Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
 - 1.6.2.10.3** Making an assignment for the benefit of creditors;
 - 1.6.2.10.4** Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional

capital and liquidity as is reasonably adequate or necessary in connection with Contractor's performance of its obligations under this Contract; or

1.6.2.10.5 Taking any action to authorize any of the foregoing. The Agency's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to the Agency, and the Agency shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

1.6.3 Termination upon Notice

Following thirty (30) days written notice, the Agency may terminate this Contract in whole or in part without penalty and without incurring any further obligation to Contractor. Termination can be for any reason or no reason at all.

1.6.4 Termination Due to Lack of Funds or Change in Law

Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

1.6.4.1 The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or

1.6.4.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or

1.6.4.3 If the Agency's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

1.6.4.4 If the Agency's duties, programs or responsibilities are modified or materially altered; or

1.6.4.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract. The Agency shall provide Contractor with written notice of termination pursuant to this section.

1.6.5 Limitation of the State's Payment Obligations

In the event of termination of this Contract for any reason by either party (except for termination by the Agency pursuant to Section 1.6.2), the Agency shall pay only those amounts, if any, due and owing to Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and

including the date of termination of this Contract and for which the Agency is obligated to pay pursuant to this Contract; provided however, that in the event the Agency terminates this Contract pursuant to Section 1.6.4, the Agency's obligation to pay Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment shall be made only upon submission of invoices and proper proof of Contractor's claim. Notwithstanding the foregoing, this Section 1.6.5 in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of Contractor's breach of this Contract or any amounts withheld by the Agency in accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:

- 1.6.5.1** The payment of unemployment compensation to Contractor's employees;
- 1.6.5.2** The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
- 1.6.5.3** Any costs incurred by Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;
- 1.6.5.4** Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodshall, or for expenditures, investments or commitments made in connection with this Contract;
- 1.6.5.5** Any taxes Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

1.6.6 Contractor's Termination Duties

Upon receipt of notice of termination or upon request of the Agency, Contractor shall:

- 1.6.6.1** Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work performed under the Contract and such other matters as the Agency may require.
- 1.6.6.2** Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to Contractor.
- 1.6.6.3** Cooperate in good faith with the Agency and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement service provider.
- 1.6.6.4** Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by Contractor.

1.6.6.5 Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied as that time.

1.6.7 Termination for Cause by Contractor

Contractor may only terminate this Contract for the breach by the Agency of any material term, condition or provision of this Contract, if such breach is not cured within sixty (60) days of the Agency's receipt of Contractor's written notice of breach.

1.7 Confidential Information

1.7.1 Access to Confidential Information

The Contractor's employees, agents and subcontractors may have access to confidential information maintained by the Agency to the extent necessary to carry out its responsibilities under the Contract. The Contractor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by the Agency. The Contractor shall provide to the Agency a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract. The private or confidential information shall remain the property of the Agency at all times.

1.7.2 No Dissemination of Confidential information

No confidential information collected, maintained, or used in the course of performance of the Contract shall be disseminated by Contractor except as authorized by law and only with the prior written consent of the Agency, either during the period of the Contract or thereafter. Any data supplied by the Agency to the Contractor or created by the Contractor in the course of the performance of this Contract shall be considered the property of the Agency. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Agency. The Contractor may be held civilly or criminally liable for improper disclosure of confidential information.

1.7.3 Subpoena

In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the Agency and cooperate with the Agency in any lawful effort to protect the confidential information.

1.7.4 Reporting of Unauthorized Disclosure

The Contractor shall immediately report to the Agency any unauthorized disclosure of confidential information.

1.7.5 If Contractor requests confidential treatment with respect to any information or material contained within its Bid Proposal and if a judicial or administrative proceeding is initiated to compel the release of such material, Contractor shall, at its sole expense, appear in the proceeding or otherwise obtain an order restraining the release of such material from a court of competent jurisdiction. Agency may release the information or material with or without advance notice to Contractor if no judicial or administrative proceeding is initiated and Agency determines the information or material is not confidential under Iowa or other applicable law, or if Contractor failed to properly request confidential treatment under the RFP, or if Contractor rescinds its request for confidential treatment.

1.7.6 Survives Termination

The Contractor's obligations under this section shall survive termination or expiration of this Contract.

1.8 Indemnification

1.8.1 By the Contractor

The Contractor agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract, including but not limited to any claims related to, resulting from, or arising out of:

1.8.1.1 Any breach of this Contract;

1.8.1.2 Any negligent, intentional or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;

1.8.1.3 The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;

1.8.1.4 Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Iowa;

1.8.1.5 Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights or personal rights of any third party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates or

misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.

1.8.2 Survives Termination

Contractor’s duties and obligations under this section shall survive the termination of this Contract and shall apply to all acts or omissions taken or made in connection with the performance of this Contract regardless of the date any potential claim is made or discovered by the Agency or any other Indemnified Party.

1.9 Insurance

1.9.1 Insurance Requirements

The Contractor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Contractor’s expense, insurance covering its work during the entire term of this Contract and any extensions or renewals thereof. The Contractor’s insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor’s performance of this Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and the Agency shall be named as additional insureds or loss payees, or the Contractor shall obtain an endorsement to the same effect, as applicable.

1.9.2 Types and Amounts of Insurance Required

Unless otherwise requested by the Agency in writing, the Contractor shall cause to be issued insurance coverages insuring the Contractor and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability. In addition, the Contractor shall ensure it has any necessary workers’ compensation and employer liability insurance as required by Iowa law.

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Products –	
	Comp/Op Aggregate	\$1 Million
	Personal injury Each Occurrence	\$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, umbrella form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

1.9.3 Certificates of Coverage

Contractor shall maintain all insurance policies required by this Contract in full force and effect during the entire term of this Contract and any extensions or renewals thereof, and shall not permit such policies to be canceled or amended except with the advance written approval of the Agency. The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. The certificates shall be subject to approval by the Agency. The insurer shall state in the certificate that no cancellation of the insurance shall be made without at least thirty (30) days' prior written notice to the Agency. Approval of the insurance certificates by the Agency shall not relieve the Contractor of any obligation under this Contract.

1.9.4 Waiver of Subrogation Rights

The Contractor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the State.

1.10 Project Management & Reporting

1.10.1 Project Manager

At the time of execution of this Contract, each party shall designate, in writing, a Project Manager to serve until the expiration of this Contract or the designation of a substitute Project Manager. During the term of this Contract, each Project Manager shall be available to meet monthly, unless otherwise mutually agreed, to review and plan the Deliverables being provided under this Contract.

1.10.2 Review Meetings

During the review meetings the Project Managers shall discuss progress made by the Contractor in the performance of this Contract. Each party shall provide a status report, as desired by a Project Manager, listing any problem or concern encountered since the last meeting. Records of such reports and other communications issued in writing during the course of Contract performance shall be maintained by each party.

1.10.3 Reports

At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that shall facilitate problem resolution. For as long as a problem remains unresolved, written reports shall identify:

1.10.3.1 Any event not within the control of the Contractor or the Agency that accounts for the problem;

1.10.3.2 Modifications to the Contract agreed to by the parties in order to remedy or solve the identified problem;

1.10.3.3 Damages incurred as a result of any party's failure to perform its obligations

under this Contract; and

1.10.3.4 Any request or demand by one party that another party believes is not included within the terms of this Contract.

1.10.4 Problem Reporting Omissions

The Agency's acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy under this Contract or at law or equity that the Agency may have. The Agency's failure to identify the extent of a problem or the extent of damages incurred as a result of a problem shall not act as a waiver of performance or damages under this Contract. Where other provisions of this Contract require notification of an event in writing, the written report shall be considered a valid notice under this Contract provided the parties required to receive notice are notified.

1.10.5 Change Order Procedure

The Agency may at any time request a modification to the Scope of Work using a change order. The following procedures for a change order shall be followed:

1.10.5.1 Written Request: The Agency shall specify in writing the desired modifications to the same degree of specificity as in the original Scope of Work.

1.10.5.2 The Contractor's Response: The Contractor shall submit to the Agency a firm cost proposal for the requested change order within five (5) business days of receiving the change order request.

1.10.5.3 Acceptance of the Contractor Estimate: If the Agency accepts the cost proposal presented by the Contractor, the Contractor shall provide the modified Deliverable subject to the cost proposal included in the Contractor response. The Contractor's provision of the modified deliverables shall be governed by the terms and conditions of this Contract.

1.10.5.4 Adjustment to Compensation: The parties acknowledge that a change order for this Contract may or may not entitle the Contractor to an equitable adjustment in the Contractor's compensation or the performance deadlines under this Contract.

1.11 Legislative Changes

The Contractor expressly acknowledges that the contracted Deliverables are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the project, the Contractor shall not hold the Agency liable in any manner for the resulting changes. The Agency shall use best efforts to provide thirty (30) days' written notice to the Contractor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair the Agency's right to terminate the Contract pursuant to the termination provisions.

1.12 Intellectual Property

1.12.1 Ownership and Assignment of Other Deliverables

Contractor agrees that the State and Agency shall become the sole and exclusive owners of all Deliverables. Contractor hereby irrevocably assigns, transfers and conveys to the State and the Agency all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. Contractor represents and warrants that the State and the Agency shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Contractor. The Contractor (and Contractor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the Agency and the payment of such royalties or other compensation as the Agency deems appropriate. Unless otherwise requested by Agency, upon completion or termination of this Contract, Contractor shall immediately turn over to Agency all Deliverables not previously delivered to Agency, and no copies thereof shall be retained by Contractor or its employees, agents, subcontractors or affiliates, without the prior written consent of Agency.

1.12.2 Waiver

To the extent any of Contractor's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Contractor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the Deliverables.

1.12.3 Further Assurances

At the Agency's request, Contractor shall execute and deliver such instruments and take such other action as may be requested by the Agency to establish, perfect or protect the State's rights in and to the Deliverables and to carry out the assignments, transfers and conveyances set forth in this Contract.

1.13 Warranties

1.13.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law

Warranties made by the Contractor in this Contract, whether: (1) this Contract specifically denominates the Contractor's promise as a warranty; or (2) the warranty is created by the Contractor's affirmation or promise, by a description of the Deliverables to be provided, or by provision of samples to the Agency, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Deliverables provided by

the Contractor. The provisions of this section apply during the term of this Contract and any extensions or renewals thereof.

1.13.2 Contractor represents and warrants that: (1) all Deliverables shall be wholly original with and prepared solely by Contractor; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses and authority necessary to provide the Deliverables to the Agency hereunder and to assign, grant and convey the rights, benefits, licenses and other rights assigned, granted or conveyed to the Agency hereunder or under any license agreement related hereto without violating any rights of any third party; (2) Contractor has not previously and shall not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the Agency herein; and (3) the Agency shall peacefully and quietly have, hold, possess, use and enjoy the Deliverables without suit, disruption or interruption.

1.13.3 Contractor represents and warrants that: (1) the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and (2) the Agency's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and shall not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. Contractor further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. Contractor shall inform the Agency in writing immediately upon becoming aware of any actual, potential or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then Contractor shall, at the Agency's request and at the Contractor's sole expense: (1) procure for the Agency the right or license to continue to use the Deliverable at issue; (2) replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; (3) modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; or (4) accept the return of the Deliverable at issue and refund to the Agency all fees, charges and any other amounts paid by the Agency with respect to such Deliverable. In addition, Contractor agrees to indemnify, defend, protect and hold harmless the State and its officers, directors, employees, officials and agents as provided in the Indemnification section of this Contract, including for any breach of the representations and warranties made by Contractor in this section. The foregoing remedies shall be in addition to and not exclusive of other remedies available to the Agency and shall survive termination of this Contract.

1.13.4 Contractor represents and warrants that the Deliverables (in whole and in part) shall: (1) be free from material Deficiencies; and (2) meet, conform to and operate in accordance with all Specifications and in accordance with this Contract during the Warranty Period, as defined in the Special Terms. During the Warranty Period Contractor shall, at its expense, repair, correct or replace any Deliverable that contains

or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within five business days of receiving notice of such Deficiencies or failures from the Agency or within such other period as the Agency specifies in the notice. In the event Contractor is unable to repair, correct or replace such Deliverable to the Agency's satisfaction, Contractor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto. The foregoing shall not constitute an exclusive remedy under this Contract, and the Agency shall be entitled to pursue any other available contractual, legal or equitable remedies. Contractor shall be available at all reasonable times to assist the Agency with questions, problems and concerns about the Deliverables, to inform the Agency promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing in accordance with the warranties contained in this Contract, notwithstanding that such Deliverable may have been accepted by the Agency, and provide the Agency with all necessary materials with respect to such repaired or corrected Deliverable.

1.13.5 Contractor represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as the Agency notifies Contractor of any services performed in violation of this standard, Contractor shall re-perform the services at no cost to the Agency, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services as warranted, Contractor shall reimburse the Agency any fees or compensation paid to Contractor for the unsatisfactory services.

1.13.6 Contractor represents and warrants that the Deliverables shall comply with any applicable federal, state, foreign and local laws, rules, regulations, codes, and ordinances in effect during the term of this Contract, including applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board, the Iowa Department of Administrative Services, and Iowa Office of the Chief Information Officer.

1.13.7 Obligations Owed to Third Parties

The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or shall be fully satisfied by the Contractor so that the Agency shall not have any obligations with respect thereto.

1.14 Acceptance Testing

Except as otherwise specified in the Scope of Work, all Deliverables shall be subject to the Agency's Acceptance Testing and Acceptance, unless otherwise specified in the Statement of Work. Upon completion of all work to be performed by Contractor with respect to any Deliverable, Contractor shall deliver a written notice to the Agency certifying that the

Deliverable meets and conforms to applicable Specifications and is ready for the Agency to conduct Acceptance Tests; provided, however, that Contractor shall pretest the Deliverable to determine that it meets and operates in accordance with applicable Specifications prior to delivering such notice to the Agency. At the Agency's request, Contractor shall assist the Agency in performing Acceptance Tests at no additional cost to the Agency. Within a reasonable period of time after the Agency has completed its Acceptance Testing, the Agency shall provide Contractor with written notice of Acceptance or Non-acceptance with respect to each Deliverable that was evaluated during such Acceptance Testing. If the Agency determines that a Deliverable satisfies its Acceptance Tests, the Agency shall provide Contractor with notice of Acceptance with respect to such Deliverable. If the Agency determines that a Deliverable fails to satisfy its Acceptance Tests, the Agency shall provide Contractor with notice of Non-acceptance with respect to such Deliverable. In the event the Agency provides notice of Non-acceptance to Contractor with respect to any Deliverable, Contractor shall correct and repair such Deliverable and submit it to the Agency within ten (10) days of Contractor's receipt of notice of Non-acceptance so that the Agency may re-conduct its Acceptance Tests with respect to such Deliverable. In the event the Agency determines, after re-conducting its Acceptance Tests with respect to any Deliverable that Contractor has attempted to correct or repair pursuant to this section, that such Deliverable fails to satisfy its Acceptance Tests, then the Agency shall have the continuing right, at its sole option, to:

- 1.14.1** Require Contractor to correct and repair such Deliverable within such period of time as the Agency may specify in a written notice to Contractor;
- 1.14.2** Refuse to accept such Deliverable without penalty and without any obligation to pay any fees or other amounts associated with such Deliverable (or receive a refund of any fees or amounts already paid with respect to such Deliverable);
- 1.14.3** Accept such Deliverable on the condition that any fees or other amounts payable with respect thereto shall be reduced or discounted to reflect, to the Agency's satisfaction, the Deficiencies present therein and any reduced value or functionality of such Deliverable or the costs likely to be incurred by the Agency to correct such Deficiencies; or
- 1.14.4** Terminate this Contract and/or seek any and all available remedies, including damages. Notwithstanding the provisions of Section 1.6.1 of this Contract, the Agency may terminate this Contract pursuant to this section without providing Contractor with any notice or opportunity to cure provided for in Section 1.6.1. The Agency's right to exercise the foregoing rights and remedies, including termination of this Contract, shall remain in effect until Acceptance Tests are successfully completed to the Agency's satisfaction and the Agency has provided Contractor with written notice of Final Acceptance. If the Agency determines that all Deliverables satisfy its Acceptance Tests, the Agency shall provide Contractor with notice of Final Acceptance with respect to such Deliverables. Contractor's receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable(s) shall not be construed as a waiver of any of the Agency's rights to enforce the terms of this Contract or require performance in the event Contractor breaches this Contract or any Deficiency is later discovered with respect to such Deliverable(s).

1.15 Contract Administration

1.15.1 Independent Contractor

The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of the Agency or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Contract. The Agency shall not withhold taxes on behalf of the Contractor (unless required by law).

1.15.2 Incorporation of Documents

To the extent this Contract arises out of an RFP, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the RFP and the Bid Proposal. The RFP and the Bid Proposal are incorporated into the Contract by reference, except that no objection or amendment by the Contractor to the provisions of the RFP shall be incorporated by reference into the Contract unless the Agency has explicitly accepted the Contractor's objection or amendment in writing. If there is a conflict between the Contract, the RFP and the Bid Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the RFP; (3) the Bid Proposal.

1.15.3 Intent of References to Bid Documents

The references to the parties' obligations, which are contained in this Contract, are intended to supplement or clarify the obligations as stated in the RFP and the Bid Proposal. The failure of the parties to make reference to the terms of the RFP or the Bid Proposal in this Contract shall not be construed as creating a conflict and shall not relieve the Contractor of the contractual obligations imposed by the terms of the RFP and the Contractor's Bid Proposal. The contractual obligations of the Agency cannot be implied from the Bid Proposal.

1.15.4 Compliance with the Law; Nondiscrimination in Employment

The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in section 1.15.11, Contractor

shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

1.15.5 Procurement

Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.

1.15.6 Non-Exclusive Rights

This Contract is not exclusive. The Agency reserves the right to select other contractors to provide Deliverables similar or identical to those described in the Scope of Work during the term of this Contract.

1.15.7 Non-Supplanting Requirement

To the extent required by state or federal law, federal and state funds made available under this Contract shall be used to supplement and increase the level of state, local and other non-federal funds that would in the absence of such federal and state funds be made available for the programs and activities for which funds are provided and shall in no event take the place of state, local and other non-federal funds.

1.15.8 Compliance with Iowa Code chapter 8F

If the Contract is subject to the provisions of Iowa Code chapter 8F, the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Contract. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Contractor shall be forwarded to the Agency.

1.15.9 Amendments

This Contract may be amended in writing from time to time by mutual consent of the parties. Amendments to the General Terms for Services Contracts may appear in the Special Terms.

1.15.10 Third Party Beneficiaries

There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State and the Contractor.

1.15.11 Use of Third Parties

The Agency acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. The Contractor shall notify the Agency in writing of all subcontracts relating to Deliverables to be provided under this Contract prior to the time the subcontract(s) become effective. The Agency reserves the right to review and approve all subcontracts. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all Deliverables provided under this Contract. All restrictions, obligations and responsibilities of the Contractor under this Contract shall also apply to the subcontractors and the Contractor shall include in all of its subcontracts a clause that so states. The Agency shall have the right to request the removal of a subcontractor from the Contract for good cause.

1.15.12 Choice of Law and Forum

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Agency or the State of Iowa.

1.15.13 Assignment and Delegation

Contractor may not assign, transfer or convey in whole or in part this Contract without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment. The Contractor may not delegate any of its obligations or duties under this Contract without the prior written consent of the Agency. The Contractor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber any payments that may or shall be made to the Contractor under this Contract.

1.15.14 Integration

This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

1.15.15 Headings or Captions

The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

1.15.16 Not a Joint Venture

Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

1.15.17 Joint and Several Liability

If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.

1.15.18 Supersedes Former Contracts or Agreements

This Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the Deliverables to be provided in connection with this Contract.

1.15.19 Waiver

Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

1.15.20 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the Contract Declarations & Execution Page(s) at the address specified on the forms. Each such notice shall be deemed to have been provided:

1.15.20.1 At the time it is actually received; or,

1.15.20.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

1.15.20.3 Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

1.15.21 Cumulative Rights

The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall

in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled.

1.15.22 Severability

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

1.15.23 Time is of the Essence

Time is of the essence with respect to the Contractor's performance of the terms of this Contract. Contractor shall ensure that all personnel providing Deliverables to the Agency are responsive to the Agency's requirements and requests in all respects.

1.15.24 Authorization

Contractor represents and warrants that:

1.15.24.1 It has the right, power and authority to enter into and perform its obligations under this Contract.

1.15.24.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

1.15.25 Successors in Interest

All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

1.15.26 Records Retention and Access

The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to the Agency throughout the term of this Contract and for a period of at least five (5) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The Contractor shall permit the Agency, the Auditor of the State or any other authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be

located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. Based on the audit findings, the Agency reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures.

1.15.26.1 Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Contract require matching funds, cash contributions made by the Contractor and third party in-kind (property or service) contributions must be verifiable from the Contractor's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income, and third-party reimbursements.

1.15.26.2 The Contractor shall maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and contract award documents.

1.15.26.3 The Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the Agency.

1.15.26.4 The Contractor shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring and evaluating its program.

1.15.26.5 The Contractor shall retain all medical records for a period of six (6) years from the last date of service for each patient; or in the case of a minor patient or client, for a period consistent with that established by Iowa Code section 614.1(9). Client records, which are non-medical, must be maintained for a period of five (5) years.

1.15.27 Audits or Examination of Records

1.15.27.1 Contractors that expend \$750,000 or more in a fiscal year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements. Single audits must be completed and the data collection form and reporting package must be submitted electronically to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after Contractor's receipt of the auditor's report(s), or nine months after the end of the audit period. The Contractor shall submit to the Agency one (1) copy of the separate letter to management addressing non-material findings, if provided by the auditor, promptly following receipt by Contractor. Contractor shall also submit one (1) copy of the final audit report to the Agency within thirty (30) days after Contractor's receipt thereof, if either the schedule of findings and questioned costs or the

summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. The requirements of this subsection shall apply to the Contractor as well as any subcontractors.

1.15.27.2 If a Contractor is independently audited but is not required to submit the audit report per the criteria in subsection 1.15.27.1 above, the Contractor shall submit to the Agency one (1) copy of the separate letter to management addressing non-material findings, if provided by the auditor, promptly following receipt by Contractor. Within fifteen (15) days following Agency's request, the Contractor shall also submit one (1) copy of the final audit report to the Agency.

1.15.27.3 The Agency may require, at any time and at its sole discretion, that recipients of non-federal and/or federal funds have an audit performed. The Contractor shall submit one (1) copy of the audit report to the Agency within thirty (30) days of its issuance, unless specific exemption is granted in writing by the Agency. The Contractor shall submit with the audit report a copy of the separate letter to management addressing non-material findings, if provided by the auditor. The Contractor may be required to comply with other prescribed compliance and review procedures.

1.15.27.4 The Contractor shall be solely responsible for the cost of any required audit unless otherwise agreed in writing by the Agency.

1.15.28 Qualifications of Staff

The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors or anyone acting for or on behalf of the Contractor, are properly licensed, certified or accredited as required under applicable state law and the Iowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified or accredited under state law or the Iowa Administrative Code.

1.15.29 Solicitation

The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

1.15.30 Obligations Beyond Contract Term

This Contract shall remain in full force and effect to the end of the specified term or until terminated pursuant to this Contract. All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration or termination shall survive the termination or expiration of this Contract.

1.15.31 Counterparts

The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

1.15.32 Delays or Impossibility of Performance

Neither party shall be in default under the Contract if performance is prevented, delayed or made impossible to the extent that such prevention, delay, or impossibility is caused by a "force majeure." The term "force majeure" as used in this Contract includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of Contractor; claims or court orders that restrict Contractor's ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Contract. If a "force majeure" delays or prevents the Contractor's performance, the Contractor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the Agency. The party seeking to exercise this provision and not perform or delay performance pursuant to a "force majeure" shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met shall be extended only for a period of time equal to the time lost due to any delay so caused.

1.15.33 Suspensions and Debarment

The Contractor certifies pursuant to 48 CFR Part 9 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal Agency or State Agency. The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the State of Iowa.

1.15.34 Conflict of Interest

Contractor represents, warrants, and covenants that no relationship exists or shall exist during the Contract period between the Contractor and the Agency that is a conflict of interest. No employee, officer or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to this Contract. If a conflict of interest is proven to the Agency, the Agency may terminate this Contract, and the Contractor shall be liable for any excess costs to the Agency as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the

desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the Agency.

1.15.35 Certification Regarding Sales and Use Tax

By executing this Contract, the Contractor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (b) not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(47) & (48). The Contractor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

1.15.36 Right to Address the Board of Directors or Other Managing Entity

The Agency reserves the right to address the Contractor’s board of directors or other managing entity of the Contractor regarding performance, expenditures and any other issue as appropriate. The Agency determines appropriateness.

1.15.37 Repayment Obligation

In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

1.15.38 Further Assurances and Corrective Instruments

The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such amendments hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.

1.15.39 Reporting Requirements

If this Contract permits other State agencies and political subdivisions to make purchases off of the Contract, the Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a report to the Agency on a quarterly basis. The report shall identify all of the State agencies and political subdivisions making purchases off of this Contract and the quantities purchased pursuant to the Contract during the reporting period.

1.15.40 Immunity from Liability

Every person who is a party to the Contract is hereby notified and agrees that the State, the Agency, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Contractor’s and/or subcontractors’ activities involving third parties and arising from the Contract.

1.15.41 Public Records

The laws of the State require procurement records to be made public unless otherwise provided by law.

1.15.42 Use of Name or Intellectual Property

Contractor agrees it shall not use the Agency and/or State's name or any of their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Agency and/or the State.

1.15.43 Taxes

The State is exempt from Federal excise taxes, and no payment shall be made for any taxes levied on Contractor's employee's wages. The State is exempt from State and local sales and use taxes on the Deliverables.

1.15.44 No Minimums Guaranteed

The contract does not guarantee any minimum level of purchases or any minimum amount of compensation.

SECTION 2

Scope of Work

2.1 Scope of Services

Contractor shall provide a variety of materials, adult and juvenile, in various formats (e.g., print, audiobook, DVD/Blu-Ray) from all types of publishers.

2.1.1 Contractor shall provide a web-based system to search, browse, order, deliver, catalog and physically process library materials.

2.1.2 Contractor shall provide a variety of materials, adult and juvenile, in various formats (e.g., print, audiobook, DVD) from all types of publishers for libraries to purchase.

2.1.3 Contractor shall provide web based system training, support, documentation.

2.2 Availability of Library Materials

2.2.1 Contractor format inventories available shall include print material {hardcover, single edition reinforced, publisher library editions, prebound editions, trade paperback, and mass market paperback}, spoken word audio on CD, DVD/Blu-ray material, and Music CD material.

2.2.2 Contractor is a wholesale firm that shall offer access to title selections from over 75,000 publishers and imprints and has no exclusive publisher agreements.

2.2.3 Contractor shall provide Title Source 360, a bibliographic selection and ordering website. Title Source 360 shall work in conjunction with the State of Iowa Library /LS and shall be a source of title and order information, viewing of inventory, selection of material, placement of electronic orders via /LS, and reviewing updated order status.

Each record shall give current print status (i.e. Not-Yet-Published, Out-of-Print), in-stock availability, latest list price, and the Library's estimated discounted price. Title information will be updated daily.

Digital catalogs and title listings viewed in TS360 also instantly reflect any duplicate order or cart activity. Access to Lease Pre-publication lists and Quick Call. Access to lookup ISBNs in library OPAC with one click. Administrator determines levels of access for user IDs.

2.2.4 Publisher Inventory Data shall be available in real-time through the Virtual Inventory Program (VIP) Program.

2.2.5 Contractor shall offer world language print and media materials.

2.2.6 Standing Order Services are available for popular materials via Automatically Yours programs (author-driven profiles) and for traditional series materials via Continuation Services program (series profiles).

<http://www.baker-taylor.com/continuations>

<http://www.baker-taylor.com/ay>

2.2.7 Firm orders shall be ad hoc orders, created by the Agency or as selected from Contractor prepublication or thematic title lists on an as-needed basis. Ordering accounts shall be established based on the Agency's collection needs. There are no minimum order requirements; selectors may create orders in the manner which best fits the Agency's workflow.

2.3 Cataloging and Physical Processing

Contractor shall provide processing and cataloging services for the shelf- ready preparation of book, spoken word audio, DVD, and Music CD product through techXpress. Contractor shall provide a full range of processing services, including mylar jackets, plastic cover lamination for paperback materials, cases, cover art, spine labels, barcodes, and ownership labels/stamping. All AudioVideo products shall receive a barcode on the back of the item, and a label with the number of units included in the item, including RFID/Barcode linked sets and property stamps.

<http://www.baker-taylor.com/PDFs/Techxpress%20Cataloging%20Specifications.pdf>

2.4 Bibliographic Records

2.4.1 MARC at the Point of Order

Contractor Title Source website shall allow Users to output customized, best available, MARC records with required /LS data including, but not limited to, notes, location codes, fund codes, and collection codes, to create on-order records. On-order records shall be available to be used in the acquisition process and to enable patrons to place holds on pre-pub titles.

2.4.2 Records shall be provided for any title with an existing record in the cataloging database.

2.4.3 MARC records shall be available via website at www.baker-taylor.com to allow registered customers to download the MARC record file associated with their Contractor shipment. Barcodes, genre labels, and labels detailing the number of units in the item shall be available. Barcode numbers may appear within the associated MARC record as generated for shipped product. Records shall be provided on an FTP site for download. List price may appear in a specified subfield within the MARC as available in the cataloging specifications form.

2.5 Ordering Process

Orders may be placed via; Toll free telephone, Toll free fax, mail, E-mail, or Electronically via /LS or Title Source 360 website with confirmation. ts360.baker-taylor.com.

2.5.1 Customer Service Contact Information

- Product Support team is available between 8:00 A.M and 6:00 P.M. EST Monday through Friday. (800) 775-3700 Email: tech.support@baker-taylor.com, at www.baker-taylor.com
- Karen Haley (Customer Service Representative- Books | Spoken Word Audio) Karen.Haley@baker-taylor.com | 800-775-1200, ext.2202
- Dan Metro (Customer Service Representative - DVD/Blu-ray/Music CD) Dan.Metro@baker-taylor.com | 800-775-2600, ext. 2086

2.5.2 Online Functionality

Orders may be placed directly from Title Source, or, MARC derived from the online order records may be uploaded to any compatible /LS to be used as order records. Contractor's systems are compatible with all commercially produced /LS systems and support EDI order, acknowledgement, and invoicing functions as developed within the /LS. Contractor can receive and interpret EDI orders.

Title Source website provides viewing of inventory, selection of material, placement of EDI orders via /LS, and reviewing updated order status. Real time inventory shall be displayed with every title entry. Multiple filters and search criteria may be used in combination.

2.5.2 Order Status Information

Order and status information is available at www.baker-taylor.com. Search options include the ability to query orders by Purchase Order Number, B&T Number, ISBN, and Order Date Range. Detailed information, including order and account status, warehouse location, quantities and prices, and shipping details is also available. The website data will be updated to reflect the latest order and invoice status, as well as up to six months of history.

2.5.3 Order Acknowledgement, Backorders, Out of Stock Cancellation

Each line item ordered shall receive an order acknowledgement and a status of Confirmed, Backordered, or Cancelled within minutes of order placement. Out of Stock and Backordered items shall be reported via Status reporting. Status Reports and reports of titles cancelled shall be provided at the point of order with each shipment. The online status maintained in Title Source and shall update to reflect the activity. A backorder summary report including information on all backordered and cancelled titles is available. The Agency can go to the reports/downloads tab to request this report, setting date parameters and selecting all accounts or specific ones. The report shall be emailed to the Agency within 24 hours.

2.5.4 Street Date Receipt for Bestseller Material

Contractors pre-publication ordering program accepts early orders for highly anticipated, high-demand titles and delivers the titles on or before the general release date (street date). Pre-publication orders are backordered on the Agency account and stock is then reserved for Agency order. In order to receive these titles prior to street date, orders must be placed at least five (5) weeks prior to the scheduled publication date.

2.5.5 Advanced Shipping Notification (ASN) capabilities.

Contractor shall provide Advanced Shipping Notifications (ASNs) via EDI with Polaris and Biblionix. Contractor may have a text ASN that can be emailed in the future.

2.6 Invoicing

2.6.1 Contractor shall provide invoices that include the following: Billing and Shipping Name and Address Purchase Order Number, Reference to Packing Slip ("ATS" number) Title/Author/Publisher ISBN/Binding/Quantity list Price, Discount (Percentage) Discounted Price, Net Total Cost for All Copies (after discount) Processing Cost (if applicable).

2.6.2 Invoices can list books alphabetically by title or author, or in the same sequence as the original purchase order. Processing charges shall be listed separately on the same invoice containing the books ordered.

2.6.3 Invoices shall be generated as product is shipped. Hardcopy invoices may be enclosed in shipment or mailed, as directed. Invoices also may be transmitted to the /LS or may be accessed on-line via our On-line Customer Support {OCS} website.

2.6.4 Contractor systems are compatible with all commercially produced /LS systems and support EDI order, acknowledgement, and invoicing functions as developed within the /LS.

2.7 Delivery

Orders shall be filled from the primary service center in Baker & Taylor, 501 South Gladiolus Street Momence, IL 60954. FOB Destination. Shipments shall be delivered via commercial carrier, ground freight.

2.7.1 Product Only Orders

In-stock items shall be shipped within 1 day of receipt of order. Items not in stock shall be ordered from the publisher and shall be shipped within 7 days of receipt from the publisher source.

2.7.2 Standard Processing

In-stock items shall be shipped within 3-5 days of receipt of order. Items not in stock shall be ordered from the publisher and shall be shipped within 5-7 days of receipt from the publisher source.

2.7.3 Shipping label

Enhanced shipping label includes the pack date, freight carrier, account number, B&T picklist number, carton number and individual carton weight. Each carton in a shipment is numbered, and the final carton also indicates total carton count (e.g. 1,2,3, and 4 of 4).

2.7.4 Packing list

A packing list shall be enclosed in each carton of the shipment. The list shall note the title, publisher, ISBN, and format of each work, along with the quantity, list price, discounted price, and extended price, per line item. The packing list shall be arranged alphabetically by title.

2.7.5 No substitutions of Agency Materials. Title orders shall be filled by the ISBN specified at the point of order.

2.7.6 Contractors Special Order policy and process.

For special handling or delivery options for an order, contact Customer Service for assistance (800-775-1200).

2.8 Collection Management and Selection Tools

2.8.1 Projects and Special Lists

Contractor has extensive databases to support Collection Projects and ongoing selection. Contractor core selection application can access almost ten (10) million book, e-book, audio and video titles. Contractor Staff Collection Management librarians also maintain bibliographies that can be used to support Agency collection development projects.

2.8.2 Review Sources

Contractor can provide access to full-text review citations from the following major review sources.

AudioFile	1992--
Booklist	Jan. 1995--
BookPage	Inception 1999--
Choice	1998--
Doody's	1993--
£-Streams	Inception (not known)
Foreword	Inception 1999--
Horn Book Guide	1994--
Horn Book Magazine	1996--
Kirkus	1991--
Voice of Youth Advocates	1997--
PW	12/23/2003
LJ	all available reviews (~1985--)
SU	all available reviews (~1985--)
Videolibrarian	Jan.2002

2.8.3 Holdings Comparison

Contingent upon the Agency's ability to produce a machine- readable extract in conformance to Collection Management specifications, Contractor can match this to their selection list data. Contractor can accept holdings data in an ASCII or MARC format.

2.9 Reporting

Contractor shall providing Reporting with tracking of ordered, backordered, and received product.

2.10 Cancellation Policy

Contractor shall assist with the cancellation of any titles on order, if not yet processed or shipped.

2.10.1 Author-Driven Profiles, Popular Series/DVD or Music Profiles

The Agency shall receive confirmation reports on forthcoming titles including information such as ISBN, publisher, and order status. This shall identify program titles on order and pending shipment up to a month in advance for DVD or Music titles and up to 3 months in advance for print editions (title notifications are provided weekly for titles in the Hot Hits or Box Office program). This provides the Agency an opportunity to review the titles and order or cancel if desired. Changes may be made to the profile at any time, at the Agency's request.

2.10.2 Profiled Print Series

Issues for profiled series shall be queued for automatic order and shipment. If the Agency chooses to cancel a profiled series, please notify Contractor thirty (30) days prior

to the publication date of the next issue. Changes may be made to the profile at any time, at the Agency's request.

2.11 Return Policy for Library Materials.

2.11.1 Contractor shall accept the authorized return of items that are damaged, defective, or incorrectly shipped. There is no charge associated with returned product. The Agency may request replacement product or an account credit. Replacement requests for damaged or defective product may be submitted on-line or may be sent directly to Contractor customer service staff. See the return policies, Appendix 4.

2.11.2 Claims for titles missing from a shipment may be submitted on-line or may be sent directly to our customer service staff. Contractor shall follow up to provide replacements for any missing product or account credit, as desired by the Agency.

2.11.3 Contractor shall accept the authorized return of items that are damaged, defective, or incorrectly shipped. There is no charge associated with returned product. The Agency may request replacement product or an account credit.

2.12 Performance Measures

Performance measures to be surveyed by the State of Iowa's end users would include but not be limited to; customer/end user satisfaction, customer service response, presence of sales representation, vendor cooperation, and vendor's ability to interface with Agency systems.

SECTION 3
Pricing

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Processing Costs	Please see below	Please see below	Please see below	Please see below	Please see below	Please see below	
Processing Costs –DVD	Digital Media Processing = \$ 2.20 (1)	Digital Media Processing = \$ 2.20 (1)	Digital Media Processing = \$ 2.20 (1)	Digital Media Processing = \$ 2.26 (1)	Digital Media Processing = \$ 2.32 (1)	Digital Media Processing = \$ 2.38 (1)	Cost listed per contract year
Processing Costs- CD	Digital Media Processing = \$ 2.20 (1)	Digital Media Processing = \$ 2.20 (1)	Digital Media Processing = \$ 2.20 (1)	Digital Media Processing = \$ 2.26 (1)	Digital Media Processing = \$ 2.32 (1)	Digital Media Processing = \$ 2.38 (1)	Cost listed per contract year
Processing Costs - AUDIOBOOK	Digital Media Processing = \$ 5.79 (2)	Digital Media Processing = \$ 5.79 (2)	Digital Media Processing = \$ 5.79 (2)	Digital Media Processing = \$ 5.96 (2)	Digital Media Processing = \$ 6.13 (2)	Digital Media Processing = \$ 6.30 (2)	Cost listed per contract year
Logins	Free, as described below	Free, as described below	Free, as described below	Free, as described below	Free, as described below	Free, as described below	Free, as described below
Number of Discs Label	\$0.40	\$0.40	\$0.40	\$ 0.41	\$0.42	\$0.43	Cost listed per contract year
MARC for Audio/Video	\$0.75 / record	\$0.75 / record	\$0.75 / record	\$0.77 / record	\$0.79 / record	\$0.81 / record	Cost listed per contract year
Book Processing	Please see below	Please see below	Please see below	Please see below	Please see below	Please see below	Please see below
Mylar Jacket	Loose or Glued \$0.69/unit Taped \$0.89/unit	Loose or Glued \$0.69/unit Taped \$0.89/unit	Loose or Glued \$0.69/unit Taped \$0.89/unit	Loose or Glued \$0.71/unit Taped \$0.91/unit	Loose or Glued \$0.73/unit Taped \$0.93/unit	Loose or Glued \$0.75/unit Taped \$0.95/unit	Cost listed per contract year
Plastic Laminate for Paperback Cover Reinforcement -10 mil	\$ 2.09/unit	\$ 2.09/unit	\$ 2.09/unit	\$ 2.15/unit	\$ 2.21/unit	\$ 2.27/unit	Cost listed per contract year
Poly Laminate for Paperback Cover Reinforcement -7 mil	\$1.29/unit	\$1.29/unit	\$1.29/unit	\$1.33/unit	\$1.37/unit	\$1.41/unit	Cost listed per contract year
Barcode	\$ 0.20/unit	\$ 0.20/unit	\$ 0.20/unit	\$ 0.21/unit	\$ 0.22/unit	\$ 0.23/unit	Cost listed per contract year
Library Supplied Barcode	\$ 0.25/unit	\$ 0.25/unit	\$ 0.25/unit	\$ 0.26/unit	\$ 0.27/unit	\$ 0.28/unit	Cost listed per contract year
Date Due Slip	\$ 0.25/unit	\$ 0.25/unit	\$ 0.25/unit	\$ 0.26/unit	\$ 0.27/unit	\$ 0.28/unit	Cost listed per contract year
Ownership Label	\$ 0.25/unit	\$ 0.25/unit	\$ 0.25/unit	\$ 0.26/unit	\$ 0.27/unit	\$ 0.28/unit	Cost listed per contract year
Custom Label	\$ 0.25/unit	\$ 0.25/unit	\$ 0.25/unit	\$ 0.26/unit	\$ 0.27/unit	\$ 0.28/unit	Cost listed per contract year
Spine Label	\$ 0.25/unit	\$ 0.25/unit	\$ 0.25/unit	\$ 0.26/unit	\$ 0.27/unit	\$ 0.28/unit	Cost listed per contract year
3M Theft Strip or CheckPoint Target	\$ 0.59/unit	\$ 0.59/unit	\$ 0.59/unit	\$ 0.61/unit	\$ 0.63/unit	\$ 0.65/unit	Cost listed per contract year
B&T Supplied Universal RFID tag (supplied, applied, and linked)	\$ 0.69/unit	\$ 0.69/unit	\$ 0.69/unit	\$ 0.71/unit	\$ 0.73/unit	\$ 0.75/unit	Cost listed per contract year

Library Supplied Stamp	\$ 0.20 first location / \$ 0.10 each additional location	\$ 0.20 first location / \$ 0.10 each additional	\$ 0.20 first location / \$ 0.10 each additional	\$ 0.21 first location / \$ 0.10 each additional	\$ 0.22 first location / \$ 0.10 each additional	\$ 0.23 first location / \$ 0.10 each additional	Cost listed per contract year
Library Supplied Label	\$ 0.25/label	\$ 0.25/label	\$ 0.25/label	\$ 0.26/label	\$ 0.27/label	\$ 0.28/label	Cost listed per contract year
MARC (print product)	\$0.30/record	\$0.30/record	\$0.30/record	\$0.30/record	\$0.30/record	\$0.30/record	Cost listed per contract year
Total	Dependent upon components selected, per account	Dependent upon components	Dependent upon components	Dependent upon components	Dependent upon components	Dependent upon components	Dependent upon components

(1) DMP = Price shown above includes case, digitally scanned artwork with embedded labels for library ownership label and barcode label. Please see separate price for number of discs label and RFID for the case.

Processing price for DVD is for both single and multiple disc formats.

Please Note: Processing Services are not available for product issued by Buena Vista Home Entertainment, aka Walt Disney Studios Home Entertainment (BVHE).

(2) DMP = Digital Media Processing includes case, digitally scanned artwork with embedded labels for library ownership label. Please see separate prices for barcode and number of discs label and RFID for the case.

. Processing price for audiobook on CD is for both single and multiple disc formats.

Please note: due to supplier restrictions, digitally scanned artwork is not available for titles issued by Blackstone Audio.

Error rate for processing services is less than 0.5%.

Please see Appendix 1 for a complete outline of discount terms; please see Appendix 2 for Material Category Definitions.

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Books	Please see below	Please see below	Please see below	Please see below	Please see below	Please see below	Please see below
HardCover Category I, II	1-4 copies/title 43.0% 5+ copies/title 45.0%	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1
Trade Paperback Category III, IV	1-4 copies/title 40.0% 5+ copies/title 42.0%	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1
Mass Market Category V	1-4 copies/title 40.0% 5+ copies/title 42.0%	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1
Board Books Category XIII	20.1%	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1
Large Print (1)	0.0-43.0% (1)	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1
Graphic Novels (2)	0.0-43.0% (2)	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1
Textbooks Category VIII, IX (3)	0.0-15.0% (3)	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1
DVD/BLURAY	30.0%	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1
CD (music)	15.0%	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1
AUDIOBOOK Category XII (4)	0.0 - 45.0% (4)	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1
Single Edition Reinforced Category VI	20.1%	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1
Publisher Library Editions Category VII	20.1%	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1
Text, Technical, Reference Material Category IX (3)	0 – 5.0% (3)	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1
Imported English and Non-English Titles Category X	0.0%	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1
Prebound Editions Category XV		See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1	See Yr. 1
FollettBound Editions	20.0%						
Turtleback Editions	0.0%						

(1) The discount for Large Print editions is dependent upon the binding type and material category associated with the material. Please see Appendix 1 for an outline of available discounts, per material category.

(2) The discount shown is applicable to Trade Hardcover editions as described in material categories I and II, Appendix 1. The discount for other Graphic Novels is dependent upon the binding type and material category associated with the material. Please see Appendix 1 for an outline of available discounts, per material category.

(3) Titles which receive minimal publisher discount will be invoiced at publisher list price. 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 publisher list price. These titles may be blocked from order upon request.

(4) This discount will apply to popular, recent release editions issued by widely distributed publishers. Not all spoken word audio CD titles meet these criteria. Other editions will be discounted as outlined in categories I, II, VII, VIII, IX, X, or XI (Appendix 1).

Please see Appendices 1-4 for descriptions of available products and services.

Title Source 360

As part of Baker & Taylor's comprehensive proposal, we are pleased to offer a special Title Source package to participating Libraries, free of charge. This configuration includes the Annual subscription, Administrative ID, 5 user ids, custom MARC profiler, shared cart workflows, VIP inventory display, and integrated standing order and notification services.

Collection Development

Regarding Collection Development Services:

All of the prepared and posted collection development lists, automatic shipment programs and catalogs as described in our response are available free of charge.

Fees associated with custom list services are dependent upon the complexity of the service request.

Shipping

Library orders will be delivered FOB Destination with free shipping from our Mokenca, IL service center (inside delivery).

APPENDIX 1

Baker & Taylor

Discount Terms and Conditions of Sale (Firm Order and Continuation Services)

State of Iowa-RFP 0320282035

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

Product Category	Category Definition (a)	Price Indicator	Discount
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction, and may include some spoken word audio)	0 - (zero) (Hardcover Trade Editions and Spoken Word CD) C - (Hardcover Computer Books)	1-4 copies/title 43.0% 5+ copies/title 45.0%
II.	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction)	J	1-4 copies/title 43.0% 5+ copies/title 45.0%
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	B - (Paperback Trade Editions) C - (Paperback Computer Books)	1-4 copies/title 40.0% 5+ copies/title 42.0%
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	G	1-4 copies/title 40.0% 5+ copies/title 42.0%
V.	Mass Market Paperback Editions	P	1-4 copies/title 40.0% 5+ copies/title 42.0%
VI.	Single Edition Reinforced (Juvenile)	R	20.1%
VII.	Publisher's Library Edition (Juvenile)	Z	20.1%
VIII.	University Press Trade Editions (may be of any binding and include some spoken word audio)	A	15.0%
IX.	Text, Technical, Reference, Professional Medical, Small Press, some University Press titles (excluding University Press Trade Editions) and/or Titles of Limited Demand (may be of any binding and include some spoken word audio)	S/X/N - (Text, Technical, or Reference Editions) L - (Hardcover Editions from Small Press and Hardcover Titles of Limited Demand—primarily Adult) 7 - (Hardcover Titles of Limited Demand—primarily Juvenile) M - (Paperback Editions from Small Press and Paperback Titles of Limited Demand—primarily Adult) 1 - (Paperback Titles of Limited Demand—primarily Juvenile) T/U/V/W/4/Letter O - (Specialty Textbooks) 5/6/8 - (Professional Medical Titles)	S = 5.0 % X = 5.0 % N = 0.0 % (b) L = 5.0 % (c)(d) 7 = 20.1 % (d) M = 5.0 % (c)(d) 1 = 20.1 % (d) T = 0.0 % U = 0.0 % V = 0.0 % W = 0.0 % 4 = 0.0% Letter O = 0.0 % 5 = 0.0 % 6 = 0.0 % 8 = 0.0 %
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	20.1 %
XIV.	Novelty Items/Activity Books	I	20.1 %
XV.	Special Programs, such as: - Follett Bound Editions - Turtleback Editions	D E	D = 20.0% E = 0.0%

- (a) Please see Appendix 2 for full category definitions, which are attached hereto and incorporated herein by reference. Materials produced for TextStream print-on-demand services may fall into any category.
- (b) Titles which receive minimal publisher discount will be invoiced as shown.
- (c) Represents publishers with limited sales volume, based upon a semi-annual review. These titles may be of any binding type or publisher of origin.
- (d) Represents individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). These titles may be of any binding type or publisher of origin.
- (e) Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price.

Baker & Taylor
Discount Terms and Conditions of Sale

Also, please note that:

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

APPENDIX 1

TERMS AND CONDITIONS OF SALE – DVD/BLU RAY AND MUSIC CD MATERIAL

Please refer to the following Terms and Conditions of Sale :

Media Type	Price Range	Discount off Current Producer's List Price
DVD/Blu Ray *	Any Price	30.0%
Music CD	Any Price	15.0%

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

APPENDIX 2

MATERIAL CATEGORY DEFINITIONS

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

High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: 14th Deadly Sin by James Patterson, ISBN: 9780316404021.

II. Juvenile Trade Hardcover Editions (J)

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

III. Adult Quality Paperback Editions (B, C)

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

IV. Juvenile Quality Paperback Editions (G)

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

V. Mass Market Paperback Editions (P)

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

VI. Single Edition Reinforced (R)

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

VII. Publisher Library Editions (Z)

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

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

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

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

Category of materials includes, but is not limited to, text, technical, reference, professional medical, small press, and some university press titles (excluding University Press Trade Editions). It includes titles purchased from publishers on a non-returnable basis, those publishers that extend little discount to Baker & Taylor, and publishers whose titles have limited sales volume based upon a semi-annual review.

It includes individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Additionally, any publisher which is not in compliance with some of Baker & Taylor's purchasing requirements could be in this category. Materials in this category are both adult and juvenile, may be of any binding and may include some spoken word audio materials. Examples within this category would be: The Merck Index ISBN: 9781849736701, Strategies That Work ISBN: 9781571104816, Beauty and the East ISBN: 9781566563871, Generals of the Bulge: Leadership in the U.S. Army's Greatest Battle ISBN 9780811711999, and Floods, ISBN 9781624030031

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

Titles produced and distributed outside of the domestic US. These titles may be of any binding type and represent various publishers. An example would be El Angel 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 would be: The Complete Sherlock Holmes by Sir Arthur Conan Doyle ISBN: 9781491542286.

XIII. Board Books (I)

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

XIV. Novelty Items/Activity Books (I)

Specially packaged gift set or novelty item related to a book product or attached as an accessory to a book product. These items would include a book with toy, rag books, washable cloth books, books with accessories or kits, electronic sound books, sticker books, tracing books or coloring books. This category also includes any non-book merchandise such as model kits, hobby kits, flash cards or jigsaw puzzles. An example of an item in this category would be: Very Hungry Caterpillar Cookbook & Cookie Cutters Kit by Lara Starr, ISBN 9781452125527.

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

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

APPENDIX 3

ENHANCED SERVICES PROGRAM (print and spoken word audio CD editions only)

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

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

The "ESP" program builds on B&T's already outstanding publisher relations by:

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

This category includes material where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or books of small, limited in demand and/or non-commercial publishers. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will be invoiced at list price.

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

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

SECTION 4
Project Managers

4.1 Project Manager - Contractor

Lee Ann Queen, Director – Pricing Services
704-219-4952
QueenL@baker-taylor.com

4.2 Project Manager - State of Iowa

Marie Harms
515-281-3464
Marie.Harms@iowa.gov

4.3 State of Iowa – DAS/Procurement Contact

Julie Janssen
515.240.2698
Julie.Janssen@iowa.gov

4.4 Customer Service Contact Information

Product Support Team

8:00 A.M and 6:00 P.M. EST Monday through Friday
tech.support@baker-taylor.com, 800-775-3700, www.baker-taylor.com

Customer Service Representative- Books / Spoken Word Audio

Karen Haley, Karen.Haley@baker-taylor.com, 800-775-1200, ext.2202

Customer Service Representative - DVD/Blu-ray/Music CD

Dan Metro, Dan.Metro@baker-taylor.com, 800-775-2600, ext. 2086

APPENDIX 4

RETURN POLICY / PRINT AND SPOKEN WORD AUDIO

(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 – Replacement of product or 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**

C ONTINUATION SERVICES

FROM BAKER & TAYLOR

STANDING-ORDER CANCELLATION AND RETURN POLICY

(Effective 12/07)

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

CANCELLATION POLICY

The customer must notify Continuation Services 1.800.775.3600 at least 30 DAYS PRIOR TO PUBLICATION DATE to request the cancellation of a title or the deletion of a series from their profile.

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

RETURN POLICY

The following guidelines are required to ensure prompt handling of your return. All Continuation Services product returns require authorization from your Continuation Services Customer Account Representative in Bridgewater, New Jersey 1.800.775.3600.

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

HOW TO OBTAIN RETURN AUTHORIZATION

Please use the Return Authorization Form from your shipment's packing list to make all returns. Contact your Continuation Services Customer Account Representative at 1.800.775.3600 for return authorization. All claims for damages and shortages must be made within 45 days from the date of invoice.

1. When calling for return authorization, please have the following information available:
 - A. Return Authorization Form- attached to the carton packing list
 - B. Your Continuation Services "C" account number, invoice and/or ATS# from the shipment's packing list
 - C. Reason for claim/return
 - D. Action being requested:
 - a. Replacement of product
 - b. Credit to your account; no replacement product necessary
2. Your Customer Account Representative will assign your return an authorization number (RTA#). To expedite the process, please clearly mark the RTA number on the Return Authorization Form and on the outside of the carton in the upper right corner of the shipping label.
3. Make your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.
Ship Returns to: Baker & Taylor Returns Center, Dept. R, 251 Mt. Olive Church Road, Commerce, GA 30599

DAMAGED SHIPMENTS

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

CLAIMING SHORTAGES

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

DVD/Music CD RETURN POLICY

(Revised June 2016)

The following guidelines are required to ensure the prompt handling of your Audio / Video (AV) returns; Music CD, DVD, Blu-ray and 4k disc product. Note; Vinyl product is not returnable, per manufacturer's policies, and is a "one way" sale. All Music CD, DVD, Blu ray and 4K disc AV product returns (**excluding DVD/BD lease return product - please contact AV Customer Service for separate return procedures for your DVD/BD Lease program product**) require prior return authorization from an AV Customer Service Representative. **Please contact your AV Customer Service Rep at 800.775-1700.**

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 requires an authorization to be returned. Product should be returned within seven days of invoice date; must be returned within 45 days of the product's invoice date.** Product(s) meeting the definition of a Manufacturer's defective may be returned with a prior authorization. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable, unless disc is defective. In which case a replacement of same title will be sent (multi disc sets require *all* discs to be returned).

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

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

All returns with RA# should be sent promptly to:

Baker & Taylor Returns Center
Dept. R
251 Mt. Olive Church Road
Commerce, GA 30599
Questions? Contact your B&T
AV Customer Service Rep (800.775-1700)
Email via AVInfo@Baker-Taylor.com or
LibraryA/Vcustomerservice@baker-taylor.com
Baker & Taylor A/V Sales 800.775-2600 x2050

Baker & Taylor A/V Sales 800.775-2600

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
BTAC Acquisition Corp.

2 Business name/disregarded entity name, if different from above
Baker & Taylor, LLC (EIN 47-3179974)

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2810 Coliseum Centre Drive

6 City, state, and ZIP code
Charlotte, NC 28217

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-				
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or

Employer identification number

1	6	-	1	7	5	8	4	4	5
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Lee Ann Queen
Lee Ann Queen

Date ▶

5-14-2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Appendix 6

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082 0 4 #a782.42164092#aB#223
100 1 #aSimpson, Jessica,#d1980-#eauthor.
245 1 0 #aOpen book /#cJessica Simpson with Kevin Carr O'Leary.
250 #aFirst edition.
264 1 #aNew York :#bDey St., an imprint of William Morrow,#c2020.
300 #a408 pages ;#c24 cm
336 #atext#2rdacontent
337 #aunmediated#2rdamedia
338 #avolume#2rdacarrier
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100 1 #aHannah, Sophie,#d1971-#eauthor.
240 1 0 #aHaven't they grown
245 1 0 #aPerfect little children /#cSophie Hannah.
250 #aFirst U.S. edition.
264 1 #aNew York, NY :#bWilliam Morrow, an imprint of
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336 #atext#2rdacontent
337 #aunmediated#2rdamedia
338 #avolume#2rdacarrier
650 0 #aFriendship#vFiction.
655 0 #aPsychological fiction.
655 7 #aSuspense fiction.#2gsafd
655 7 #aMystery fiction.#2gsafd
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245 1 4 #aThe last act :#ba novel /#cBrad Parks.
264 1 #a[New York] :#bDutton,#c[2020]
300 #axiv, 464 pages ;#c20 cm
336 #atext#2rdacontent
337 #aunmediated#2rdamedia
338 #avolume#2rdacarrier
650 0 #aActors#vFiction.
650 0 #aUndercover operations#vFiction.
655 7 #aSuspense fiction.#2gsafd
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050 1 4 #aPS3602.R859#bR85 2020
082 0 4 #a813/.6#223
100 1 #aBruns, David,#d1966-#eauthor.
245 1 0 #aRules of engagement /#cDavid Bruns and J.R. Olson.
264 1 #aNew York, NY :#bSt. Martin's Paperbacks,#c2020.
300 #ax, 372 pages ;#c19 cm
336 #atext#2rdacontent
337 #aunmediated#2rdamedia
338 #avolume#2rdacarrier
650 0 #aCyberterrorism#vFiction.
655 7 #aSuspense fiction.#2gsafd
700 1 #aOlson, J. R.,#eauthor.
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engagement#dNew York : St. Martin's Press, 2019#w(DLC) 2019001793

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082 0 4 #a599.77#223
100 1 #aKratt, Martin,#eauthor.
245 1 0 #aWild dogs and canines! /#cby Martin Kratt and Chris Kratt.
264 1 #aNew York :#bRandom House,#c[2020]
300 #a29 pages ;#bcolor illustrations ;#c24 cm.
336 #atext#2rdacontent
336 #astill image#2rdacontent
337 #aunmediated#2rdamedia
338 #avolume#2rdacarrier
490 1 #aStep into reading. Step 2, reading with help
500 #a"Wild Kratts."
500 #a"A science reader."
520 #aThe Kratt brothers activate their creature powers to introduce readers to canids, the wild members of the dog family, including foxes, wolves, and the different types of wild dog found in different parts of the world.
650 0 #aCanidae#vJuvenile literature.
650 1 #aDog family (Mammals).
700 1 #aKratt, Chris,#eauthor.
830 0 #aStep into reading.#nStep 2 book.

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082 0 4 #a[E]#223
100 1 #aDuffield, Katy,#eauthor.
245 1 0 #aHee-haw help /#cby Katy Duffield ; illustrated by Hazel Quintanilla.
264 1 #a[Vero Beach, Florida] :#bRourke Educational Media,#c[2020]
300 #a32 pages :#bcolor illustrations ;#c24 cm.
336 #atext#2rdacontent
337 #aunmediated#2rdamedia
338 #avolume#2rdacarrier
490 1 #aRemy and Ruby's rescue ranch
520 #aWhen a donkey arrives at the ranch, Remy and Ruby aren't sure about his
loud braying.
650 1 #aDonkeys#vFiction.
650 1 #aDomestic animals#vFiction.
700 1 #aQuintanilla, Hazel,#d1982-#eillustrator.
800 1 #aDuffield, Katy.#tRemy and Ruby's rescue ranch.

000 pam a i
001 bl2019038844
005 20200206100918.9
008 191226s2020 nyua j 000 0 eng d
010 #abl2019038844
020 #a9781465490537
040 #aNjBwBT#beng#cNjBwBT#erda#dGCmBT
050 1 4 #aPE1155#b.M59 2020
082 0 4 #a421/.1#223
100 1 #aMilner, Charlotte,#eauthor,#eillustrator.
245 1 0 #aB is for bee /#cCharlotte Milner.
250 #aFirst American edition.
264 1 #aNew York, NY :#bDK Publishing,#c2020.
300 #a1 volume (unpaged) :#bcolor illustrations ;#c16 cm
336 #atext#2rdacontent
336 #astill image#2rdacontent
337 #aunmediated#2rdamedia
338 #avolume#2rdacarrier
500 #aCover title.
520 #aIntroduces the letters of the alphabet, with facts about bees
representing each letter, describing where bees call home, how they buzz,
and what beekeepers do to harvest honey.
650 0 #aAlphabet books.
650 0 #aBees#vJuvenile literature.
650 0 #aBoard books.
650 1 #aAlphabet.
650 1 #aBees.
650 1 #aBoard books.

000 nam a i
001 b12020008649
005 20200408154530.9
008 200406s2020 nyua j 000 1 eng d
010 #abl2020008649
020 #a9781523507474
040 #aNjBwBT#beng#cNjBwBT#erda
050 1 4 #aPZ7.1.M727#bGo 2020
082 0 4 #a[E]#223
100 1 #aMoyle, Sabrina,#eauthor.
245 1 0 #aGood night Baboon! :#ba bedtime counting book /#cstory by Sabrina Moyle
; pictures by Eunice Moyle.
264 1 #aNew York, NY :#bWorkman Publishing,#c[2020]
300 #a1 volume (unpaged) :#bcolor illustrations ;#c18 cm
336 #atext#2rdacontent
336 #astill image#2rdacontent
337 #aunmediated#2rdamedia
338 #avolume#2rdacarrier
500 #aCover title.
520 #aBaby Baboon and a different number of sleepy animals go through their
bedtime routines, counting down from ten to one, including nine skunks
who wash in the tub, six dinos who brush their gums, and two llamas who
are tucked in snug.
650 0 #aBoard books.
650 1 #aAnimals#vFiction.
650 1 #aBedtime#vFiction.
650 1 #aCounting#vFiction.
650 1 #aBoard books.
700 1 #aMoyle, Eunice,#eillustrator.

000 nam a i
001 bl2020002844
005 20200204155435.7
008 200129r20202019meu d 000 1 eng d
010 #abl2020002844
020 #a9781432873523
040 #aNjBwBT#beng#cNjBwBT#erda
050 1 4 #aPR6052.A465#bS665 2020
082 0 4 #a823/.914#223
100 1 #aBalogh, Mary,#eauthor.
245 1 0 #aSomeone to remember /#cMary Balogh.
250 #aLarge print edition.
264 1 #aWaterville, ME :#bThorndike Press, a part of Gale, a Cengage
Company,#c2020.
300 #a231 pages ;#c23 cm.
336 #atext#2rdacontent
337 #aunmediated#2rdamedia
338 #avolume#2rdacarrier
490 1 #aA Westcott novel
490 1 #aThorndike Press large print core
650 0 #aAristocracy (Social class)#zEngland#vFiction.
650 0 #aUpper class families#vFiction.
651 0 #aEngland#xSocial life and customs#y19th century#vFiction.
655 7 #aLove stories.#2gsafd
655 7 #aRegency fiction.#2gsafd
650 0 #aLarge type books.
800 1 #aBalogh, Mary.#tWestcott novel.
830 0 #aThorndike Press large print core series.

000 nam a i
001 b12020004051
005 20200206085346.6
008 200205r20202020miu jd 000 1 eng d
010 #abl2020004051
020 #a9781432872380
040 #aIMmBT#beng#cIMmBT#erda
050 1 4 #aPZ7.1.A4295#bNi 2020b
082 0 4 #a[Fic]#223
100 1 #aAlbert, Melissa,#eauthor.
245 1 4 #aThe night country :#ba Hazel Wood novel /#cMelissa Albert ;
illustrations by Jim Tierney.
250 #aLarge print edition.
264 1 #a[Farmington Hills, Michigan] :#bThorndike Press, a part of Gale, a
Cengage Company,#c2020.
300 #a451 pages :#billustrations ;#c23 cm
336 #atext#2rdacontent
337 #aunmediated#2rdamedia
338 #avolume#2rdacarrier
650 1 #aFairy tales#vFiction.
650 1 #aMagic#vFiction.
650 1 #aFantasy.
650 1 #aLarge type books.
700 1 #aTierney, Jim,#eillustrator.

000 pam a i
001 bl2019038325
005 20200204043526.4
008 191219s2020 caua 6 000 0 eng d
010 #abl2019038325
020 #a9781974710744#qpbk.
040 #aNjBwBT#beng#cNjBwBT#erda#dGCmBT
041 1 #aeng#hjpn
050 1 4 #aPN6790.J33#bI53413 2018 v. 9
082 0 4 #a741.5/952#223
100 1 #aInagaki, Riichiro,#eauthor.
240 1 0 #aDr. Stone.#lEnglish
245 1 0 #aDr. Stone.#n9, #pFinal battle /#cstory, Riichiro Inagaki ; art, Boichi
; translation/Caleb Cook ; touch-up art & lettering/Stephen Dutro.
246 3 0 #aFinal battle
246 3 #aDoctor Stone.#n9
250 #aShonen Jump manga edition.
264 1 #aSan Francisco, CA :#bVIZ Media, LLC,#c[2020]
300 #a100 pages, 91 unnumbered pages :#billustrations ;#c20 cm.
336 #atext#2rdacontent
336 #astill image#2rdacontent
337 #aunmediated#2rdamedia
338 #avolume#2rdacarrier
490 1 #aShonen Jump manga
500 #aPages numbered from right to left.
500 #aChiefly illustrations.
655 0 #aGraphic novels.
700 0 #aBoichi,#d1973-#eartist.
700 1 #aCook, Caleb D,#etranslator.
830 0 #aShonen Jump manga.

000 nam a i
001 bl2019027335
005 20200201115748.8
008 190910s2020 mnua j 6 000 0 eng d
010 #abl2019027335
020 #a9781532135118#qlib. bdg.
020 #a9781644941393#qpbk.
040 #aNjBwBT#beng#cNjBwBT#erda
050 1 4 #aPZ7.7.Y83#bDes 2020
082 0 4 #a741.5/973#223
100 1 #aYu, Bill,#eauthor.
245 1 0 #aDesert determination /#cwritten by Bill Yu ; illustrated by Thiago Vale
and Yonami ; colored by Dal Bello ; lettered by Kathryn S. Renta.
264 1 #aMinneapolis, Minnesota :#bGraphic Planet, an imprint of Magic
Wagon,#c[2020]
300 #a32 pages :#bcolor illustrations ;#c24 cm.
336 #atext#2rdacontent
336 #astill image#2rdacontent
337 #aunmediated#2rdamedia
338 #avolume#2rdacarrier
490 1 #aSurvive!
500 #aChiefly illustrations.
520 #aWhile on an ATV tour in the desert, friends Rob and Lilian find an
abandoned mine they decide to explore, but when a cave-in blocks the way
out, they will have to fight to survive.
655 0 #aGraphic novels.
650 1 #aCaves#vFiction.
650 1 #aAccidents#vFiction.
650 1 #aSurvival#vFiction.
650 1 #aGraphic novels.
700 1 #aVale, Thiago,#eartist.
700 0 #aYonami,#eartist.
830 0 #aSurvive (Minneapolis, Minn.).

000 nam a i
001 bl2013040405
005 20200204040026.2
008 130913s2012 njua b 001 0 eng
010 #abl2013040405
020 #a9781118019085
040 #aNjBwBT#beng#cNjBwBT#erda
050 1 4 #aBF121#b.H78 2012
082 0 4 #a150#223
100 1 #aHuffman, Karen,#eauthor.
245 1 0 #aPsychology in action /#cKaren Huffman, Palomar College.
250 #aTenth edition.
264 1 #aHoboken, NJ :#bJohn Wiley & Sons, Inc.,#c[2012]
300 #a1 volume (various pagings) :#billustrations (chiefly color) ;#c29 cm
336 #atext#2rdacontent
337 #aunmediated#2rdamedia
338 #avolume#2rdacarrier
504 #aIncludes bibliographical references and indexes.
650 0 #aPsychology#vTextbooks.

000 nam a i
001 bl2013040415
005 20200204040026.2
008 130913s2013 njua b 001 0 eng d
010 #abl2013040415
020 #a9780470547847
040 #aNjBwBT#beng#cNjBwBT#erda
050 1 4 #aQD415#b.V63 2013
082 0 4 #a547/.7#223
100 1 #aVoet, Donald,#eauthor.
245 1 0 #aFundamentals of biochemistry :#blife at the molecular level /#cDonald
Voet, University of Pennsylvania, Judith G. Voet, Swarthmore College,
Charlotte W. Pratt, Seattle Pacific University.
250 #aFourth edition.
264 1 #aHoboken, NJ :#bJohn Wiley & Sons, Inc.,#c[2013]
300 #a1 volume (various pagings) :#billustrations (chiefly color) ;#c29 cm
336 #atext#2rdacontent
337 #aunmediated#2rdamedia
338 #avolume#2rdacarrier
504 #aIncludes bibliographical references and index.
650 0 #aBiochemistry#vTextbooks.
700 1 #aVoet, Judith G,#eauthor.
700 1 #aPratt, Charlotte W,#eauthor.

000 nim a i
001 bl2020004804
005 20200219100855.4
007 sd fungnmmned
008 200217s2019 nyunnnn f n eng d
010 #abl2020004804
020 #a9781250242501
040 #aNjBwBT#beng#cNjBwBT#erda
050 1 4 #aPS3601.L3565#bI52 2019
082 0 4 #a813/.6#223
098 1 4 #aV#aALEX-T#aISV#aA 50#5NjBwBT
100 1 #aAlexander, Tasha,#d1969-#eauthor.
245 1 0 #aIn the shadow of Vesuvius /#cfrom the New York times bestselling author
 of Uneasy lies the crown, Tasha Alexander.
250 #aUnabridged.
264 1 #aNew York, New York :#bMacmillan Audio,#c[2019]
300 #a8 audio discs (9.5 hr.) ;#c4 3/4 in..
306 #a093000
336 #aspoken word#2rdacontent
337 #aaudio#2rdamedia
338 #aaudio disc#2rdacarrier
344 #adigital#2rda
347 #aaudio file#2rda
347 #bCD audio
490 1 #aA Lady Emily mystery
500 #aTitle from container.
511 0 #aRead by Bianca Amato.
520 #aWhen she discovers a body hidden in plain sight among the ruins of
 Pompeii, Lady Emily launches an investigation that is complicated by
 archaeologists' secrets and a beautiful young woman who claims to be
 Emily's husband Colin's daughter.
600 1 0 #aHargreaves, Emily,#cLady (Fictitious character)#vFiction.
650 0 #aUpper class#zEngland#vFiction.
651 0 #aVesuvius (Italy)#xEruption, 79#vFiction.
655 7 #aHistorical fiction.#2gsafd
655 7 #aMystery fiction.#2gsafd
655 7 #aAudiobooks.#2gsafd
700 1 #aAmato, Bianca,#enarrator.
800 1 #aAlexander, Tasha,#d1969-#tLady Emily mystery.

000 nim a i
001 bl2020000640
005 20200204043352.3
007 sd fungnmmned
008 200108s2020 nyunnnnj f n eng d
010 #abl2020000640
020 #a9780593155714
028 0 2 #aYA 3974#bListening Library
040 #aNjBwBT#beng#cNjBwBT#erda
050 1 4 #aPZ7.T21723#bAl 2020c
082 0 4 #a[Fic]#223
098 1 4 #aZS#aTAYL-M#aADP#aL 74#5NjBwBT
100 1 #aTaylor, Mildred D,#eauthor
245 1 0 #aAll the days past, all the days to come /#cfrom the award-winning
author of Roll of thunder, hear my cry, Mildred D. Taylor.
250 #aUnabridged.
264 1 #aNew York, New York :#bListening Library,#c[2020]
300 #a12 audio discs (14 1/2 hr.) ;#c4 3/4 in.
306 #a143000
336 #aspoken word#2rdacontent
337 #aaudio#2rdamedia
338 #aaudio disc#2rdacarrier
344 #adigital#2rda
347 #aaudio file#2rda
347 #bCD audio
500 #aTitle from container.
511 0 #aRead by Allyson Johnson.
520 #aWhen she returns to her home in Mississippi after finishing law school,
Cassie Logan becomes involved in voter registration drives and other
aspects of the Civil Rights Movement of the 1960s.
655 7 #aChildren's audiobooks.#2lcgft
650 1 #aRace relations#vFiction.
650 1 #aCivil rights movements#vFiction.
650 1 #aPrejudices#vFiction.
650 1 #aAfrican Americans#vFiction.
650 1 #aFamily life#zMississippi#vFiction.
651 1 #aMississippi#xHistory#y20th century#vFiction.
650 1 #aAudiobooks.
700 1 #aJohnson, Allyson,#enarrator.

000 njm a4i
001 be2019021260
005 20200201115454.9
007 sd fsngnmmned
008 190717r2019201unyumunn n eng d
010 #abe2019021260
024 1 #a190759656921
024 7 #a00190759656921#2gtin-14
028 0 2 #a19075965692#bSony Music Entertainment
040 #aNjBwBT#beng#erda#cNjBwBT
047 #app#arc
050 1 4 #aM1627#b.N69 2019
082 0 4 #a782.42164#223
098 1 4 #aMA#aCOLL#aNTW-71#aC 92#5NjBwBT
245 0 0 #aNow that's what I call music!#n71.
246 3 #aNow 71
246 3 #aNow seventy-one
264 1 #aNew York, NY :#bSony Music Entertainment,#c[2019]
300 #a1 audio disc ;#c4 3/4 in.
336 #aperformed music#2rdacontent
337 #aaudio#2rdamedia
338 #aaudio disc#2rdacarrier
344 #adigital#boptical#gstereo#2rda
347 #aaudio file#2rda
347 #bCD audio
382 1 1 #asinger#2lcmpt
388 1 #aTwo thousand tens#2lcsH
505 0 #aSucker (Jonas Brothers) -- If I can't have you (Shawn Mendes) -- Break
up with your girlfriend, I'm bored (Ariana Grande) -- Sweet but psycho
(Ava Max) -- Bad guy (Billie Eilish) -- Wow (Post Malone, featuring Roddy
Rich, Tyga) -- Old town road (Lil Nas, featuring Billy Ray Cyrus) - Talk
(Khalid) -- Never really over (Katy Perry) -- Easier (5 Seconds of
Summer) -- Call you mine (the Chainsmokers ; Bebe Rexha) -- Juice (Lizzo)
-- Just us (DJ Khaled, featuirng SZA) -- Be alright (Dean Lewis) --
Someone you loved (Lewis Capaldi) -- Speechless (Dan + Shay) -- Lost
without you (Freya Ridings) -- Get you the moon (Kina, featuring Snøw) --
Number one fan (MUNA) -- Lionheart (David Francisco).
500 #aReissues.
500 #aTitle from container.
511 0 #aVarious performers.
655 7 #aPopular music.#2lcgft
655 7 #aRock music.#2lcgft
655 7 #aElectronic dance music.#2lcgft
655 7 #aRap (Music).#2lcgft
700 1 #aMendes, Shawn,#d1998-#eperformer.
700 1 #aGrande, Ariana,#eperformer.
700 1 #aMax, Ava,#d1994-#eperformer.
700 0 #aEilish, Billie,#d2001-#eperformer.
710 2 #aJonas Brothers,#eperformer.

000 njm a4i
001 be2020009758
005 20200505113858.4
007 sd fsngnmmned
008 200421p20202019nyurcnn n eng d
010 #abe2020009758
024 1 #a194397058826
024 7 #a00194397058826#2gtin-14
028 0 2 #a19439-70588-2#bRCA
033 0 0 #a2019----#b4364#cM26
040 #aNjBwBT#beng#erda#cNjBwBT
050 1 4 #aM1630.18.S77#bN49 2020
082 0 4 #a782.42166#223
098 1 4 #aMR#aSTRO#aNA#aS 88#5NjBwBT
110 2 #aStrokes (Musical group),#ecomposer,#eperformer.
245 1 4 #aThe new abnormal /#cthe Strokes.
264 1 #aNew York, NY :#bRCA,#c[2020]
264 4 #c©2020,#c©2020
300 #a1 audio disc ;#c4 3/4 in.
336 #aperformed music#2rdacontent
337 #aaudio#2rdamedia
338 #aaudio disc#2rdacarrier
344 #adigital#boptical#gstereo#2rda
347 #aaudio file#2rda
347 #bCD audio
382 1 1 #amale voice#aguitar#abass guitar#adrum set#2lcmpt
388 1 #aTwo thousand tens#2lcmsh
505 0 #aThe adults are talking -- Selfless -- Brooklyn Bridge to chorus -- Bad
decision -- Eternal summer -- At the door -- Why are Sundays so
depressing -- Not the same anymore -- Ode to the Mets.
500 #aTitle from container.
518 #oRecorded at#pShangri-La Studio, Malibu, California,#d2019.
500 #aComposed by the Strokes, in part with others.
511 0 #aThe Strokes (Julian Casablancas, vocals ; Nick Valensi, Albert Hammond
Jr., guitars ; Nikolai Fraiture, bass ; Fabrizio Moretti, drums).
655 7 #aAlternative rock music.#2lcmgft
655 7 #aRock music.#2lcmgft

000 ngm a4i
001 be2019032208
005 20200201115934.5
007 vd cvaizq
008 191017s2019 cau483 g vleng d
010 #abe2019032208
024 1 #a883929656097
024 7 #a00883929656097#2gtin-14
028 4 2 #a1000729927#bWarner Bros. Entertainment
040 #aNjBwBT#beng#erda#cNjBwBT
041 1 #aeng#jeng#jfre#jspa#heng
046 #k2018#l2019
050 1 4 #aPN1992.77#b.B5433 2008 v.12
082 0 4 #a791.45/72#223
130 0 #aBig bang theory (Television program).#nSeason 12.
245 1 4 #aThe big bang theory.#nThe twelfth and final season /#ccreated by Chuck
Lorre, Bill Prady ; produced by Kristy Cecil, Robinson Green ; teleplay
by Steve Holland, Maria Ferrari, Jeremy Howe, Dave Goetsch, Eric Kaplan
[and others] ; directed by Mark Cendrowski, Kristy Cecil, Nikki Lorre.
264 1 #aBurbank, CA :#bWarner Bros. Entertainment,#c[2019]
300 #a3 videodiscs (483 min.) :#bsound, color ;#c4 3/4 in.
336 #atwo-dimensional moving image#2rdacontent
337 #avideo#2rdamedia
338 #avideodisc#2rdacarrier
344 #adigital#boptical#g surround#2rda
344 #hDolby digital 5.1
346 #bNTSC#2rda
347 #avideo file#eregion 1#2rda
347 #bDVD video
380 #aTelevision program
505 0 #aThe conjugal configuration -- The wedding gift wormhole -- The
procreation calculation - The Tam turbulence -- The planetarium collision
-- The imitation perturbation -- The grant allocation derivation -- The
consummation deviation -- The citation negation -- The VCR illumination -
The paintball scattering -- The propagation proposition -- The
confirmation polarization - The meteorite manifestation -- The donation
oscillation -- The D&D vortex -- The conference valuation -- The laureate
accumulation -- The inspiration deprivation -- The decision reverberation
- The plagiarism schism -- The maternal conclusion -- The change constant
-- The Stockholm syndrome.
518 #aOriginally broadcast on television 2018-2019.
546 #aIn English with optional French or Spanish subtitles.
546 #aClosed-captioned.
511 1 #aJohnny Galecki, Jim Parsons, Kaley Cuoco, Simon Helberg, Kunal Nayyar,
Mayim Bialik, Melissa Rauch.
500 #aDolby digital 5.1, anamorphic wide screen 1.78:1.
500 #aFeatures: The big bang theory's impact; The big bang theory cast visits
Ellen; Best of The big bang theory Comic-Con 2018 panel; The sweet spot;

The last days of The big bang theory; Unraveling the mystery : a big bang
farewell special; gag reel.

520 #aTwo roommates, both genius physicists, live in their own world with
their friends until an attractive woman moves in across the hall and
helps them see life in different ways.

540 #aFor private home use only.

521 8 #aTV rating: Not rated.

650 0 #aMan-woman relationships#vDrama.

650 0 #aMale friendship#vDrama.

650 0 #aGifted persons#vDrama.

650 0 #aPhysicists#vDrama.

655 7 #aSituation comedies (Television programs).#2lcgft

655 7 #aTelevision comedies.#2lcgft

655 7 #aTelevision series.#2lcgft

655 7 #aFiction television programs.#2lcgft

655 7 #aVideo recordings for the hearing impaired.#2lcgft

700 1 #aCendrowski, Mark,#edirector.

700 1 #aCecil, Kristy,#eproducer,#edirector.

700 1 #aGalecki, Johnny,#eactor.

700 1 #aParsons, Jim,#d1973-#eactor

700 1 #aCuoco, Kaley,#eactor.

775 0 8 #iReproduction of (manifestation):#sBig bang theory (Television program).
Season 12#tBig bang theory. The twelfth and final season#dBurbank, CA :
Warner Bros. Entertainment, [2019]#h2 videodiscs (483 min.) : sound,
color ; 4 3/4 in.#o883929657711

000 ngm a4i
001 be2020009323
005 20200417115521.4
007 vd csaizq
007 vd cvaizq
008 200414s2020 caul05 g vleng d
010 #abe2020009323
024 1 #a031398318743
024 7 #a00031398318743#2gtin-14
028 4 2 #a58144#bLionsgate
040 #aNjBwBT#beng#erda#cNjBwBT
041 1 #aeng#jeng#jspa#heng
046 #k2020
050 1 4 #aPN1997.2#b.I88 2020b
082 0 4 #a791.43/72#223
099 #aFF#5NjBwBT
130 0 #aI still believe (Motion picture : 2020)
245 1 0 #aI still believe /#cproduced by Kevin Downes, Andrew Erwin ; written by
Jon Erwin, Jon Gunn ; directed by Andrew Erwin, Jon Erwin.
264 1 #aSanta Monica, California :#bLionsgate,#c[2020]
300 #a2 videodiscs (105 min.) :#bsound, color ;#c4 3/4 in.
336 #atwo-dimensional moving image#2rdacontent#3Blu-ray
336 #atwo-dimensional moving image#2rdacontent#3DVD
337 #avideo#2rdamedia#3Blu-ray
337 #avideo#2rdamedia#3DVD
338 #avideodisc#2rdacarrier#3Blu-ray
338 #avideodisc#2rdacarrier#3DVD
344 #adigital#boptical#gssurround#2rda#3Blu-ray
344 #adigital#boptical#gssurround#2rda#3DVD
344 #aDTS-HD Master Audio 5.1#3Blu-ray
344 #hDolby digital 5.1#3DVD
346 #bHDTV#bNTSC#2rda
347 #avideo file#eregion A#eregion 1#2rda
347 #bBlu-ray video#bDVD video
380 #aMotion picture
538 #aThis is a Blu-ray disc which can only be played on Blu-ray disc players
and will not play on standard DVD players.
500 #aOriginally released as a motion picture in 2020.
546 #aIn English with optional English or Spanish subtitles.
546 #aClosed-captioned.
511 1 #aK.J. Apa, Britt Robertson, Gary Sinise, Melissa Roxburgh, Nathan
Parsons.
500 #aDTS-HD Master Audio 5.1, wide screen 1.85:1.
500 #aBonus DVD includes a standard definition version of the film.
520 #aSinger Jeremy Camp faces personal and professional challenges as he
rises to become a star of Christian music.
540 #aFor private home use only.
521 8 #aMPAA rating: PG.
600 1 0 #aCamp, Jeremy#vDrama.

650 0 #aContemporary Christian musicians#vDrama.
650 0 #aMan-woman relationships#vDrama.
655 7 #aBiographical films.#2lcgft
655 7 #aRomance films.#2lcgft
655 7 #aFeature films.#2lcgft
655 7 #aFiction films.#2lcgft
655 7 #aVideo recordings for the hearing impaired.#2lcgft
700 1 #aErwin, Andrew,#eproducer,#edirector.
700 1 #aErwin, Jonathan D.,#escreenwriter,#edirector.
700 1 #aApa, K. J.#q(Keneti James),#d1997-#eactor.
700 1 #aRobertson, Brittany,#eactor.
700 1 #aSinise, Gary,#eactor.
775 0 8 #iReproduction of (manifestation):#sI still believe (Motion picture :
2020)#tI still believe#dSanta Monica, California : Lionsgate, [2020]#h1
videodisc (105 min.) : sound, color ; 4 3/4 in.# o031398318705

000 ngm a4i
001 be2020009529
005 20200423111716.2
007 vd csaizq
007 vd cvaizq
008 200416s2020 cau098 g vceng d
010 #abe2020009529
024 1 #a032429337559
024 7 #a00032429337559#2gtin-14
028 4 2 #a59211263000#bParamount
040 #aNjBwBT#beng#erda#cNjBwBT
041 1 #aeng#afre#apor#aspa#jeng#jfre#jpor#jspa#heng
046 #k2020
050 1 4 #aPN1997.2#b.S66 2020
082 0 4 #a791.43/72#223
099 #aFF#5NjBwBT
130 0 #aSonic the Hedgehog (Motion picture)
245 1 0 #aSonic the Hedgehog /#cproduced by Toby Ascher, Takeshi Ito, Neal H. Moritz, Toru Nakahara ; written by Pat Casey, Josh Miller ; directed by Jeff Fowler.
257 #aUnited States#aJapan#2naf
264 1 #aHollywood, California :#bParamount,#c[2020]
300 #a2 videodiscs (98 min.) :#bsound, color ;#c4 3/4 in.
336 #atwo-dimensional moving image#2rdacontent#3Blu-ray
336 #atwo-dimensional moving image#2rdacontent#3DVD
337 #avideo#2rdamedia#3Blu-ray
337 #avideo#2rdamedia#3DVD
338 #avideodisc#2rdacarrier#3Blu-ray
338 #avideodisc#2rdacarrier#3DVD
344 #adigital#boptical#gssurround#2rda#3Blu-ray
344 #adigital#boptical#gssurround#2rda#3DVD
344 #aDolby Atmos#3Blu-ray
344 #hDolby digital 5.1#3DVD
346 #bHDTV#bNTSC#2rda
347 #avideo file#eregion A#eregion 1#2rda
347 #bBlu-ray video#bDVD video
380 #aMotion picture
538 #aThis is a Blu-ray disc which can only be played on Blu-ray disc players and will not play on standard DVD players.
500 #aOriginally released as a motion picture in 2020.
546 #aIn English, French, Portuguese, or Spanish with optional English, French, Portuguese, or Spanish subtitles.
546 #aClosed-captioned.
546 #aVisually described for the blind and visually impaired.
511 1 #aBen Schwartz (voice), James Marsden, Jim Carrey, Tika Sumpter, Natasha Rothwell.
500 #aDolby Atmos, anamorphic wide screen 2.39:1.
500 #aBonus DVD includes a standard definition version of the film.

500 #aFeatures: deleted scenes and bloopers, Sonic's next adventure!,
Building Robotnik with Jim Carrey, and more.

520 #aWhen a small-town sheriff discovers Sonic, a talking hedgehog with
amazing abilities, he sets out to save him from the evil Dr. Robotnik.

540 #aFor private home use only.

521 8 #aMPAA rating: PG.

600 0 0 #aSonic the Hedgehog#c(Fictitious character)#vDrama.

650 0 #aSheriffs#vDrama.

650 0 #aGood and evil#vDrama.

655 7 #aAction and adventure films.#2lcgft

655 7 #aComedy films.#2lcgft

655 7 #aLive action/animation films.#2lcgft

655 7 #aAnimated films.#2lcgft

655 7 #aFeature films.#2lcgft

655 7 #aFiction films.#2lcgft

655 7 #aVideo recordings for the hearing impaired.#2lcgft

655 7 #aVideo recordings for people with visual disabilities.#2lcgft

700 1 #aFowler, Jeff,#d1978-#edirector.

700 1 #aSchwartz, Ben,#d1981-#evoice actor.

700 1 #aMarsden, James,#d1973-#eactor.

700 1 #aCarrey, Jim,#d1962-#eactor.

730 0 2 #aSonic the Hedgehog (Motion picture).#hTwo-dimensional moving
image.#lFrench.

730 0 2 #aSonic the Hedgehog (Motion picture).#hTwo-dimensional moving
image.#lPortuguese.

730 0 2 #aSonic the Hedgehog (Motion picture).#hTwo-dimensional moving
image.#lSpanish.

775 0 8 #iReproduction of (manifestation):#sSonic the Hedgehog (Motion
picture)#tSonic the Hedgehog# dHollywood, California : Paramount,
[2020]#hl videodisc (98 min.) : sound, color ; 4 3/4 in.#o032429337566

Appendix 7

First Look Custom Profile
Booklet For
Videos

Library Name: _____

Contact: _____

List Topic: _____

AUDIENCE

Please indicate audience(s) you wish **include in the** list:

- Adult Children's

FORMAT

Indicate format(s) you wish **include from the** list:

RATING

Indicate rating(s) you wish **include in the** list:

- G GA NC17 NR PG
 PG-13 R UN X

GENRE

Fiction

- Children's Action/Adventure Comedy Westerns
 Drama Family Science Fiction
 Television Foreign Horror

Non Fiction

- Documentary How To Diet & Health/Exercise
 Nonfiction (all not covered under documentaries & Diet/Health)
 Music Videos Musicals/Performing Arts

RELEASE DATE

- Pre-release Days pre-release: _____
 At release
 Post release Days post-release: _____
 Specific Release Date Range From: _____ To: _____

A release 'window' can be used to capture titles both pre-release and post-release.

- Release Window Days pre-release _____ Days post-release: _____

PRICE ON LIST

Applies to PDF, Excel and Word formats:

- List Price Discounted Price

PRICE LIMIT

Indicate the maximum price for title appearing on a list. Titles with a price greater than the one indicated will be excluded from you list:

Minimum Price \$ _____

Maximum Price \$ _____

LIST DELIVERY METHOD

Electronic Formats

A list can automatically be placed into your Title Source Online user ID

- Title Source Cart

USER ID 1: _____

USER ID 2: _____

USER ID 3: _____

USER ID 4: _____

A file of MARC-formatted records can be placed on the B&T FTP Server. You can download them and upload them into your Integrated Library System.

A FULL MARC record contains all tags available for the title. CORE MARC record contains only the following tags: 001, 003, 005, 006, 007, 008, 010, 020, 050, 082, 100, 245, 250, 260

- FULL MARC Record file

- CORE MARC Record file

System: _____

Other electronic formats are available.

- MS Excel PDF Report Select sort sequence below

Hardcopy Reports

Hardcopy reports on 8.5" x 11" are available at additional charge

- Hardcopy Report

Report Sequence

Select the sort sequence for your PDF report file or Hardcopy report:

Field	Sequence Number	Ascending or Descending
Title		
Artist		
Release Date		
List Price		
Manufacturer/Distributor		

LIST FREQUENCY

- Once a week Twice a month Once a month
 Quarterly Semi-Annually Annually

De-duplication Options

Title can be removed or flagged on list based upon the options below:

- None – a title will appear every time it is selected by the profile
 'De-dup' against previous lists – a title will appear on a list the first time it is selected by the profile. Indicate the action when a title is selected another time:

- Flag on report
 Drop on report

For Libraries receiving lists as Title Source or Online Cart, the title will be dropped.

- 'De-dup' against orders – a title will only appears on a list the first time if it had not been ordered or shipped to the library. Indicate the action when a title had been ordered or shipped:

- Flag on report
 Drop on report

For Libraries receiving lists as Title Source or Online Cart, the title will be dropped.

CUSTOMER INFORMATION

Library name: _____
 Account number: _____
 Contact person: _____
 Telephone number: _____
 Address: _____
 City: _____
 Form completed by: _____

Email: _____
 Fax: _____
 State: __ Zip: _____
 Date: _____

Baker & Taylor Sales Consultant:

A Baker & Taylor Collection Management First Look team member will contact you to verify and confirm the information you have provided above to finish the First Look Custom profiling process. Thank you for using Baker & Taylor!

B&T Tracking No. (For B&T use only)

First Look Custom Profile
Booklet For Adult Print
Material

Library Name: _____

Contact: _____

List Topic: _____

COLLECTION AREA

Non-Fiction

Dewey Classification

Create separate list per Dewey Classification

All Areas

Biographies

Computer Books

000 Generalities

100 Philosophy/Psychology

200 Religion

300 Social Science

400 Languages

500 Physical Science

600 Technology

700 Arts/Recreation

800 Literature/Poetry

900 History/Geography

Selected ranges of Dewey Classification:

_____ to _____

_____ to _____

_____ to _____

_____ to _____

_____ to _____

_____ to _____

Note: _____

LC Classification

Selected ranges of LC Classification:

_____ to _____

_____ to _____

_____ to _____

_____ to _____

_____ to _____

_____ to _____

Note: _____

Fiction

Create separate list per Fiction Genre

General Fiction

Horror

Mystery & Detective

Religious

Romance

Science Fiction

Short Stories/Collections

Westerns

Note: _____

PUBLICATION DATE

A publication 'window' can be used to capture titles both pre-publication and post-publication.

Publication Window

Days pre-pub: _____

Days post-pub: _____

Pre-publication

Days pre-pub: _____

At publication

Post publication

Days post-pub: _____

Specific Publication Date Range

From: _____

To: _____

Note: _____

BINDING/FORMAT

Please indicate any binding(s) you wish to **include** in the lists:

- | | | |
|--|--|---|
| <input type="checkbox"/> Hardcover | <input type="checkbox"/> Mass Market Paperback | <input type="checkbox"/> Quality Paperback |
| <input type="checkbox"/> Print on Demand | <input type="checkbox"/> E-Books (netlibrary) | <input type="checkbox"/> Large Print. |
| | | <input type="checkbox"/> Create Separate Large Print List |

Audio Books

- | | |
|---|---|
| <input type="checkbox"/> Audio Book CD Abridged | <input type="checkbox"/> Audio Book CD Unabridged |
| <input type="checkbox"/> Audio Book Cassette Abridged | <input type="checkbox"/> Audio Book Cassette Unabridged |

Please indicate any format(s) you wish to **exclude** from the lists:

- | | | |
|--------------------------------------|---|--|
| <input type="checkbox"/> Large Print | <input type="checkbox"/> Book & CD | <input type="checkbox"/> Reprint/Reissue |
| <input type="checkbox"/> Book & DVD | <input type="checkbox"/> Book Other Non-Book Item | <input type="checkbox"/> Spiral/Comb Bound |
| <input type="checkbox"/> Bilingual | <input type="checkbox"/> Any Foreign Language | <input type="checkbox"/> MP3 Audio Book |

Note: _____

LANGUAGE

- | | | |
|--|---|--|
| <input type="checkbox"/> English language materials | <input type="checkbox"/> Include US only | <input type="checkbox"/> Include UK only |
| <input type="checkbox"/> Spanish language materials | <input type="checkbox"/> Exclude Foreign Imprints | <input type="checkbox"/> Create Separate List of Spanish materials |
| <input type="checkbox"/> Create separate list for Foreign Imprints | | |

Note: _____

REVIEW JOURNALS and B&T PUBLICATIONS

Indicate the Review Journal(s) on which to select titles for the list:

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Any Major Review Source | | | |
| <input type="checkbox"/> Black Issues | <input type="checkbox"/> Booklist | <input type="checkbox"/> Choice | <input type="checkbox"/> Criticas |
| <input type="checkbox"/> Kirkus | <input type="checkbox"/> Library Journal | <input type="checkbox"/> Los Angeles Times | <input type="checkbox"/> Multicultural Review |
| <input type="checkbox"/> New York Times | <input type="checkbox"/> Publishers Weekly | | |

Note: _____

Indicate B&T Publication(s) on which to select titles for the list

- | | | | |
|---|-------------------------------------|-------------------------------------|-----------------------------------|
| <input type="checkbox"/> Any B&T Publications | | | |
| <input type="checkbox"/> Booking Ahead | <input type="checkbox"/> Fast Facts | <input type="checkbox"/> Paperclips | <input type="checkbox"/> Forecast |

Spirit

Español

Automatically Yours – Adult Fiction

Automatically Yours – Inspirational

Automatically Yours – Large Print

Note: _____

PRICE ON LIST

Applies to PDF, Excel and Word formats:

List Price

Discounted Price

Note: _____

PRICE LIMIT

Indicate the maximum price for title appearing on a list. Titles with a price greater than the one indicated will be excluded from you list:

Minimum Price \$ _____

Maximum Price \$ _____

Note: _____

PRINT RUN & ADVERTISING BUDGET

For forthcoming material you can select titles based upon print run and/or advertising budget:

Print Run: _____

Advertising Budget: _____

DEMAND

Indicate the demand level for a title appearing on a list. Titles with a demand level greater than the one indicated will be included on your list:

Demand Level: _____

LIST FORMAT

Carts

A list can automatically be placed into your Title Source or BT Link Online user ID

Title Source Cart **or** BT Link OnLine Cart

USER ID 1: _____

USER ID 2: _____

USER ID 3: _____

USER ID 4: _____

USER ID 5: _____

USER ID 6: _____

USER ID 7: _____

USER ID 8: _____

MARC Records

A file of MARC-formatted records can be placed on the B&T FTP Server. You can download them and upload them into your Integrated Library System.

A FULL MARC record contains all tags available for the title. CORE MARC record contains only the following tags: 001, 003, 005, 006, 007, 008, 010, 020, 050, 082, 100, 245, 250, 260

- FULL MARC Record file
- CORE MARC Record file

System: _____

Other electronic formats

- MS Excel
- PDF Report
- Word File

Report Sequence

Select the sort sequence for your PDF or Word file:

Field	Sequence Number	Ascending or Descending
Title		
Author/Artist		
Dewey		
Publication Date		
LC Classification		
Publication Status		
ISBN/UPC		
Audience		
List Price		
Publisher/Distributor		
BISAC Code		

Full Text Reviews

If you are not a Title Source user or if you don't subscribe to reviews on BTLOL, we can provide you full-text reviews from the following sources in a PDF file. **An extra charge applies.** Please indicate which full-text reviews you want to see:

- Booklist
- Choice
- Criticas
- Kirkus
- Library Journal
- Publishers Weekly

LIST DELIVERY METHOD

MARC Files, Excel Spreadsheets, PDF, and Word files can be delivered in 2 ways:

- E-mail** – indicate the email address(s) to send the file:

E-mail 1: _____ E-mail 2: _____

E-mail 3: _____ E-mail 4: _____

- FTP** – provide the ftp server and password information:

FTP Server Name: _____

Or address _____ . _____ . _____ . _____

Port: _____

Folder: _____

User Name: _____

Password: _____

Note: _____

LIST FREQUENCY

- Once a week Twice a month Once a month
 Quarterly Semi-Annually Annually

Note: _____

De-duplication Options

Titles can be removed or flagged on list based upon the options below:

- None – a title will appear every time it is selected by the profile
 'De-dup' against previous lists – a title will appear on a list the first time it is selected by the profile. Indicate the action when a title is selected another time:

- Flag on list (on PDF, Word and Excel)
 Drop from list

For Libraries receiving lists as Title Source or BT Link Online Cart, the title will be dropped.

- 'De-dup' against orders** – a title will only appears on a list the first time if it had not been ordered or shipped to the library. Indicate the action when a title had been ordered or shipped:

- Flag on list (on PDF, Word and Excel)
 Drop from list

For Libraries receiving lists as Title Source or BT Link Online Cart, the title will be dropped.

Provide Baker & Taylor account number to de-dup against: _____

IMPRINT/PUBLISHER PROFILING

Imprint/Publisher profiling can be used in one of 2 ways:

1. To select ALL titles from one or more specific publishers.
2. To EXCLUDE titles from a list.

Use Appendix A – B&T Imprint/Publisher to select from a list.

AUTHOR PROFILING

Author profiling can be used to select ALL titles from one or more authors.

Use Appendix B - AY Authors to select from a list.

SUBJECT PROFILING

Subject profiling can be used to select ALL titles from one or more BISAC subject.

Use Appendix C - BISAC Subjects to select from a list of Subjects.

CUSTOMER INFORMATION

Library name: _____
Account number: _____
Contact person: _____ Email: _____
Telephone number: _____ Fax: _____
Address: _____
City: _____ State: __ Zip: _____
Form completed by: _____ Date: _____

FirstLook Custom Annual Subscription Fee: _____

Check here to bill fee to Title Source Account or
Provide Billing Account Number: _____

Baker & Taylor Sales Consultant: _____

A Baker & Taylor Collection Management First Look team member will contact you to verify and confirm the information you have provided above to finish the First Look Custom profiling process. Thank you for using Baker & Taylor!

First Look Custom Profile
Booklet For
Children's & Teen
Material

Library Name: _____

Contact: _____

List Topic: _____

AGE LEVEL

Teen material: Grades 7-9 / Ages 12 -14 Grades 10-12 / Ages 15 - 18

Children's material: Babies / Ages 0 - 2 Toddlers / Ages 2 – 4 Kindergarten / Ages 5 – 6

Grades 1-2 / Ages 6 - 7 Grades 2-3 / Ages 7 – 8

Grades 3-4 / Ages 8 - 9 Grades 4-6 / Ages 9 -11

Grades 7-9 / Ages 12 - 14

Note: _____

COLLECTION AREA

Non-Fiction

Dewey Classification

Broad Dewey Areas

Create separate list per Dewey Classification

All Areas

Biographies

Computer Books

000 Generalities

100 Philosophy/Psychology

200 Religion

300 Social Science

400 Languages

500 Physical Science

600 Applied Science

700 Arts/Recreation

800 Literature/Poetry

900 History/Geography

Note: _____

Selected Dewey Ranges by Subject

Dewey classes	Subject
124, 127, 130, 131, 133, 135	Supernatural, the Occult, Dream Interpretation
200-299	Religion
363	Environmental conservation, protection and endangered species
372	Study Aids (book notes, ACT, SAT, college guides)
394	Holidays
398	Folklore and Fairytales
508	Science Experiments
520-523	Astronomy
567	Dinosaurs
578, 594, 597	Marine Life, Fish, Reptiles and Amphibians
595	Insects
598	Birds
599	Animals - Mammals
636	Pets, Farm Animals and Zoos
641-642	Cooking and Recipes

690, 700-739, 746-779	Art and Architecture
741	Graphic Novels, Superheroes and Manga
742-743	Drawing
745, 790	Crafts
780-788	Music
791, 812	Plays
796-799	Sports
811	American Poetry
910-913, 930-939	Ancient History
920	Biographies - Collective
970-979	American History

Note: _____

Selected ranges of Dewey Classification:

_____ to _____ _____ to _____ _____ to _____
 _____ to _____ _____ to _____ _____ to _____

Fiction Topics

Create separate list per topic

	Easy Readers
	Concept books
	Picture Books
	Action and Adventure
	General
	Classics
	Historical Fiction
	Horror and Ghost Stories
	Humor
	Mystery and Suspense
	Sports Fiction
	Science Fiction and Fantasy
	Realistic Fiction

Note: _____

PUBLICATION DATE

A publication 'window' can be used to capture titles both pre-publication and post-publication.

- Publication Window Days pre-pub: _____ Days post-pub: _____
- Pre-publication Days pre-pub: _____
- At publication
- Post publication Days post-pub: _____
- Specific Publication Date Range From: _____ To: _____

BINDING/FORMAT

Please indicate any binding(s) you wish to **include** in the lists:

- Hardcover Library School & Library Reinforced
 Mass Market Paperback BTBound Quality Paperback Board Books

Please indicate any format(s) you wish to **exclude** from the lists:

- Book & CD Book & DVD Book Other Non-Book Item
 Spiral/Comb Bound Bilingual Reprint/Reissue
 Board Books Pop-up Books Novelty Item

Note: _____

LANGUAGE

- English language materials Include US only Include UK only
 Spanish language materials Exclude Foreign Imprints Create Separate List of Spanish materials
 Create separate list for Foreign Imprints

Note: _____

REVIEW JOURNALS and B&T PUBLICATIONS

Indicate the Review Journal(s) on which to select titles for the list:

- Any Major Review Source
 School Library Journal Science Books & Films Multicultural Review
 Chronicle of Higher Ed Publishers Weekly Kliatt Kirkus
 Bulletin of Ctr. for Children's Books VOYA Booklist Hornbook

Note: _____

Indicate B&T Publication(s) on which to select titles for the list

- Any B&T Children's Publications
 Books for Growing Minds Imagery Español
 Automatically Yours – CATS Series Automatically Yours – CATS Authors
 Automatically Yours – CATS Awards

Note: _____

PRICE ON LIST

Applies to PDF, Excel and Word formats:

List Price Discounted Price

Note: _____

PRICE LIMIT

Indicate the maximum price for title appearing on a list. Titles with a price greater than the one indicated will be excluded from you list:

Minimum Price \$ _____ Maximum Price \$ _____

Note: _____

LIST FORMAT

Carts

A list can automatically be placed into your Title Source or BT Link Online user ID

Title Source Cart or BT Link OnLine Cart

USER ID 1: _____ USER ID 2: _____

USER ID 3: _____ USER ID 4: _____

USER ID 5: _____ USER ID 6: _____

USER ID 7: _____ USER ID 8: _____

MARC Records

A file of MARC-formatted records can be placed on the B&T FTP Server. You can download them and upload them into your Integrated Library System.

A FULL MARC record contains all tags available for the title. CORE MARC record contains only the following tags: 001, 003, 005, 006, 007, 008, 010, 020, 050, 082, 100, 245, 250, 260

FULL MARC Record file

CORE MARC Record file

System: _____

Other electronic formats are available.

MS Excel PDF Report Select sort sequence below

Report Sequence

Select the sort sequence for your PDF report file or Hardcopy report:

Field	Sequence Number	Ascending or Descending
Title		

Author/Artist		
Dewey		
Publication Date		
LC Classification		
Publication Status		
ISBN/UPC		
Audience		
List Price		
Publisher/Distributor		
BISAC Code		

Report Sequence

If you are not a Title Source user or if you don't subscribe to reviews on BTLOL, we can provide you full-text reviews from the following sources in a PDF or Word file. **An extra charge applies.** Please indicate which full-text reviews you want to see:

- School Library Journal B&T Annotations LC 520 Notes

Note: _____

LIST DELIVERY METHOD

MARC Files, Excel Spreadsheets, PDF, and Word files can be delivered in 2 ways:

- E-mail** - indicate the email address(s) to send the file:

E-mail 1: _____ E-mail 2: _____

E-mail 3: _____ E-mail 4: _____

- FTP** - provide the ftp server and password information:

FTP Server Name: _____
Or address _____ . _____ . _____ . _____

Port: _____ Folder: _____

User Name: _____ Password: _____

Note: _____

LIST FREQUENCY

- Once a week Twice a month Once a month
 Quarterly Semi-Annually Annually

Other: _____

DE-DUPLICATION OPTIONS

Titles can be removed or flagged on list based upon the options below:

- None – a title will appear every time it is selected by the profile
- 'De-dup' against previous lists** – a title will appear on a list the first time it is selected by the profile. Indicate the action when a title is selected another time:
 - Flag on report
 - Drop from report

For Libraries receiving lists as Title Source or BT Link Online Cart, the title will be dropped.

- 'De-dup' against orders** – a title will only appears on a list the first time if it had not been ordered or shipped to the library. Indicate the action when a title had been ordered or shipped:

- Flag on report
- Drop from report

For Libraries receiving lists as Title Source or BT Link Online Cart, the title will be dropped.

Provide Baker & Taylor account number to 'de-dup' against: _____

IMPRINT/PUBLISHER PROFILING

Imprint/Publisher profiling can be used in one of 2 ways:

1. To select ALL titles from one or more specific publishers.
2. To EXCLUDE titles from a list.

Use Appendix A – B&T Publishers/Imprint to select from a list of publishers/imprints.

AUTHOR PROFILING

Author/Artist profiling can be used to select ALL titles from one or more authors or artists.

Use Appendix B - CATS Authors to select from a list of authors.

Enter Author at the bottom of page if not included on the list.

SUBJECT PROFILING

Subject profiling can be used to select ALL titles from one or more BISAC subject

Use Appendix C – Children's BISAC Subjects to select from a list of Subjects.

SERIES PROFILING

SERIES profiling can be used to select ALL titles from one or more series. To prevent a title appearing on a list again, titles can be checked against orders and previous lists. Titles can be dropped from the list or if receiving a PDF or Hardcopy report, it can be flagged.

Use Appendix D – Children's Series to select from a list of Series including Graphic Novels.

CUSTOMER INFORMATION

Library name: _____
Account number: _____
Contact person: _____ Email: _____
Telephone number: _____ Fax: _____
Address: _____
City: _____ State: __ Zip: _____
Form completed by: _____ Date: _____

FirstLook Custom Annual Subscription Fee: _____

Check here to bill fee to Title Source Account or
Provide Billing Account Number: _____

Baker & Taylor Sales Consultant:

A Baker & Taylor Collection Management First Look team member will contact you to verify and confirm the information you have provided above to finish the First Look Custom profiling process. Thank you for using Baker & Taylor!

Appendix 8

ITEM DETAILS

[Back to Search Results](#)



[Enlarge Image](#)

Starborn & Godsons

Hardcover



by Niven, Larry/ Pournelle, Jerry/ Barnes, Steven

\$25.00

Est. Net: \$21.75

Warehouse	On Hand Inventory	On Order
*primary	103	0
*secondary		
South		2

Title 1 of 2

Real-time Inventory

ORDERING INFORMATION

P.O. Line #:

Qty:

Bib #:

Notes:

+ ADD

Related by Author / Artist - 5 Titles

Product Lookup: ISBN

C
In Stock



GENERAL TITLE INFORMATION

ISBN:	9781982124489	Publish Status:	
Publisher:	Baen Books	Publish Date:	04/07/2020
Edition/Volume:		Street Date:	04/07/2020
Audience:	General Adult	Dewey:	813/.54
LCCN:	2019054176	L.C. Class:	PS3564.I9 S72 2020
Series Name:	Heorot	OCLC Number:	on1130320877

REFINE YOUR SEARCH

APPLY FILTER

- Product Type (2249720)
- E-Content Platform (1209975)
- eBook Purchase Option (12099)
- Product Attribute (60255)
- Audience (1632586)
- Children's Format (120626)
- Stock Level (218754)
- Demand (18877)
- Rating (42023)
- Dewey Range (1704614)
- LC Classification (670992)
- BISAC Subject (2202676)
- Movie Genre (42017)
- Music Genre (118)
- Date Published / Released (110)
- Review Publication (391741)
- 5&T Publication (232062)
- Language (2207583)
- Merchandising Category (2097)
- Product Features (2066961)
- Included Format (9307)
- Book Classification (2207473)

APPLY FILTER

ADD SELECTED TO CART ADD PAGE ADD ALL EXPAND GRIDS

Sort By: Popularity Page 1 of 74991 Results Per Page: 30 Go to Page: 1 GO



1.)
Gamino Winds
 Graham, John
 ISBN: 9780365545938
 Product Lookup: ISBN
 Publish Status:

Hardcover
 Edition/Volume: Doubleday
 Audience: General Adult
 LCCN: B1202005762
 Publish Date: 04/28/2020
 Street Date: 04/28/2020
 Dewey: 813/.54
 L.C. Class: PS3957 R5355 C37
 2020
 Series Name: OCLC Number: on1129027376
 1st BISAC Subject: FICTION / Thrillers / Suspense

In Stock
 (A|R|J)
 Inventory On Order
 South* 1850 0
 30-Day Demand: 1018

Grid (0) Check ALT Formats Qty: + ADD



2.)
Walk the Wire
 Baddacci, David
 ISBN: 9781538761465
 Product Lookup: ISBN
 Publish Status:

Hardcover
 Edition/Volume: Grand Central Pub
 Audience: General Adult
 LCCN: B1202005196
 Publish Date: 04/21/2020
 Street Date: 04/21/2020
 Dewey: 813/.54
 L.C. Class: PS3552 A446 W35
 2020
 Series Name: Amos Decker
 1st BISAC Subject: FICTION / Thrillers / Suspense

In Stock
 (A|R|J)
 Inventory On Order
 South* 1519 0
 30-Day Demand: 972

Grid (0) Check ALT Formats Qty: + ADD

\$28.95
 Est. Net: \$24.40

P.O. Line #:
 Bib #:
 Notes:
 C

\$29.00
 Est. Net: \$24.45

P.O. Line #:
 Bib #:
 Notes:
 C

Account Detail: TS360 TEST

GENERAL INFORMATION

Account Alias: Customer: TS360 TEST
 Max Copies Per Line: ERP Account Name: TS360 TEST

PROCESSING CHARGES ?

Book Processing Charge:
 Additional Paperback Charge:
 Spoken Word Charge:
 Sales Tax Percentage:

Number of Buildings:
 Default Account:
 Disabled:
 Disabled Reason:
 Library System Account:
 Enriched BISAC:
 Entertainment Grid Account:
 Account Number: 494039L0024
 Product Type: Book
 Primary Warehouse: South
 Secondary Warehouse:

Bill-To Account: 325975L4312063B00000

Billing Address: TS360 TEST ACCT
 2550 W TYVOLARD
 SUITE 300
 Address: TS360 TEST
 2550 W TYVOLARD
 SUITE 300
 City: CHARLOTTE
 State/Province: NC
 Zip/Postal Code: 28217
 Country: USA
 Shipping Address: TS360 TEST
 2550 W TYVOLARD
 SUITE 300
 City: CHARLOTTE
 State/Province: NC
 Zip/Postal Code: 28217
 Country: USA

SAVE

CANCEL

Notes
 With Notes (6)
 Without Notes (12)
 Inventory
 Not Available for Shipping (7)
 Available in Primary Whs (8)
 Available in Other Whs (7)
 Available in VIP warehouses (5)

 **Need Help?**
 Start Live Chat

1.)  **A Map of the World: According to Illustrators & Storytellers**
 Antoniou, Antonis
 ISBN: 9783899554694
 Product Lookup: ISBN
 Publish Status: **Out of Print**
 Publisher: Die Gestalten Verlag Publish Date: 02/28/2013
 Edition/Volume: Street Date: 02/28/2013
 Audience: General Adult Dewey: 745
 LCCN: L.C. Class: NC
 Series Name: OCLC Number:
 1st BISAC Subject: DESIGN / Reference
 (iA)

 **\$60.00**
 Est. Net \$57.00
 P.O. Line #:
 Bib #:
 Notes:

	Inventory	On Order
South*	0	0
30-Day Demand:	0	0


Qty:

ORDER NUMBER	WAREHOUSE	SHIPPED	IN PROCESS	CANCELLED	BACKORDERED	RESERVED AWAITING RELEASE
12676517	COM	0	0	0	0	0

[COPY](#) [REMOVE](#)

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

2.)  **The Illustrated Kitchen Bible: 1,000 Family Recipes from Around the World**
 Brook, Victoria
 ISBN: 9780756668426
 Product Lookup: ISBN
 Publish Status:
 Publisher: Dk Pub Publish Date: 10/20/2008
 Edition/Volume: Street Date: 10/20/2008
 Audience: General Adult Dewey: 641.5
 LCCN: oc2012490786 L.C. Class: TX714 .I43 2008
 Series Name: OCLC Number:
 1st BISAC Subject: COOKING / Reference
 Available
 (iA) (R) (←)

 **\$55.00**
 Est. Net \$55.00
 P.O. Line #:
 Bib #:
 Notes:

Single-User 2 Years

[AXIS 360 CIRCS AND HOLDS DATA](#)

Qty:

ORDER NUMBER	WAREHOUSE	SHIPPED	IN PROCESS	CANCELLED	BACKORDERED	RESERVED AWAITING RELEASE
79202579	COM	6	0	0	0	0

[COPY](#) [REMOVE](#)

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

3.)  **Mission: Impossible - Fallout**
 Cruise, Tom
 ISBN: 97806317423916
 UPC: 60092429309914

 **\$25.99**
 Est. Net \$16.19
 P.O. Line #:

Appendix 9



BAKER & TAYLOR
the future delivered

Sample Book Invoice with Processing Charges

INVOICE

INVOICE # 5000815500
INVOICE DATE 05/11/19
ACCOUNT # XXXXX LXXXXX 3 000000
ATS # SOM0000000
PAGE 001

SHIPPED FROM MOMENCE
CUSTOMER SERVICE 1-800-775-1200
CREDIT 800.340.5370/INTL 704.998.3399
GST/TAX ID # 00-00000000000000
PO # SAMPLE

BILL ACCOUNT #	XXXXXX LXXXXX 3 000000
SAN #	XXX
NAME:	SAMPLE
ADDRESS	XXX XXXXXXXX XXXXXXXX XXXXXXXX, XX XXXXX
SHIP ACCOUNT #	XXXXXX LXXXXX 3 000000
SAN #	XXX
NAME	SAMPLE
ADDRESS	XXX XXXXXXXX XXXXXXXX XXXXXXXX, XX XXXXX

ALL CLAIMS MUST BE MADE WITHIN 45 DAYS OF INVOICE. RETURN AUTHORIZATION REQUIRED. NOT RESPONSIBLE FOR GOODS SENT UNINSURED.

SHIPMENT FOR ORDER 00000001												
QTY	TITLE	BT ORDER #	CUSTOMER PO #	AUTHOR	FUND #	TYPE	ISEN	FUB	PRICE	DISC.	NET PRICE	EXTENDED PRICE
							ISEN-10					
1	PRIVATE VEGAS 00000003	SAMPLE3		PATTERSON, JAMI P 33333		PAP	9781455515936	GDCTL	XX.XX	XX.X%	XX.XX	XX.XX
1	SHOE DOG 00000003	SAMPLE3		KNIGHT, PHILIP 33333		HRD	9781501135910	SIMON	XX.XX	XX.X%	XX.XX	XX.XX
1	WICKED CHARMS 00000003	SAMPLE3		EVANOVICH, JAMI P 33333		PAP	9780553392739	RANMM	XX.XX	XX.X%	XX.XX	XX.XX
3												

PAGE TOTAL

SUB TOTAL	XX.XX
TAX	XX.XX
VAS	X.XX

1 MYLAR JACKET STANDARD AT X.XX = X.XX

CITY TAX
COUNTY TAX
STATE TAX
TOTAL

0.00
0.00
0.00

TERMS : 00 NET 30 DAYS
AMOUNTS BILLED IN USD

TOTAL AMOUNT DUE XX.XX

REMIT TO: BAKER & TAYLOR
P.O. BOX 277930
ATLANTA, GA 30384-7930
NEW REMITTANCE ADDRESS

PLEASE INDICATE INVOICE # ON YOUR REMITTANCE

BAKER & TAYLOR

SOLD

TO: Customer Name - SAMPLE
Address - SAMPLE

SHIP

TO: Customer Name and Address

UPS SHIPPER NO.
LVHS IN HOUSE DO
PKG. ID #
P20548922

BILL TO CUSTOMER NO.		SHIP TO CUSTOMER NO.		DATE SHIPPED	INVOICE NO.	INVOICE NO.	PAGE NO.						
				02/26/19	P20548922	P20548922	1						
TIME	DATE ENTERED	TERMS	NET 30 DAYS FROM DATE OF INVOICE	CTN COUNT	FOB DESTINATION	ORDER POINT	SHIP POINT						
				1 CARTON									
TOTAL WEIGHT		B/O BIN	SHIP VIA	INSIDE SALES REP		ORDER TYPE							
						OUTSIDE SALES REP							
PO	LABEL	ITEM NUMBER	DESCRIPTION	QTY	PACK	LINE NO	ORD	SHIP	B/O	UNIT RETAIL	DISC %	AMOUNT	CUSTOMER P.O. NUMBER
DD	GEPI	81247	4 MONTHS, 3 WEEKS, AND 2 DAYS	1		001	1	1	0	XX.XX	XX.X	XX.XX	BID SAMPLE
DD	MAYA	MA1049	AMEXICANO	1		002	1	1	0	XX.XX	XX.X	XX.XX	BID SAMPLE
DD	LGHE	22665	BELLA	1		003	1	1	0	XX.XX	XX.X	XX.XX	BID SAMPLE
DD	LGHE	22265	BIGGEST LOSER WORKOUT CARDIO MA	1		004	1	1	0	XX.XX	XX.X	XX.XX	BID SAMPLE
DD	CTC	BOB010	BOB LE FLAMBEUR	1		005	1	1	0	XX.XX	XX.X	XX.XX	BID SAMPLE
DD	TW	2257043	GOOSEBUMPS.	1		006	1	1	0	XX.XX	XX.X	XX.XX	BID SAMPLE
DD	MC	61029600	HOUSE M.D.	1		008	1	1	0	XX.XX	XX.X	XX.XX	BID SAMPLE
DD	HBO	1000038820	JOHN ADAMS	1		009	1	1	0	XX.XX	XX.X	XX.XX	BID SAMPLE
DD	CS	DV15611	JOHNNY SUEDE	1		010	1	1	0	XX.XX	XX.X	XX.XX	BID SAMPLE
DD	CO	22519	MY KID COULD PAINT THAT	1		011	1	1	0	XX.XX	XX.X	XX.XX	BID SAMPLE
DD	VVN	VVIEV05311D	ROMA	1		012	1	1	0	XX.XX	XX.X	XX.XX	BID SAMPLE
DD	CS	DV80012	TRAITOR	1		014	1	1	0	XX.XX	XX.X	XX.XX	BID SAMPLE
DD	GEPI	79615	WORDPLAY	1		015	1	1	0	XX.XX	XX.X	XX.XX	BID SAMPLE

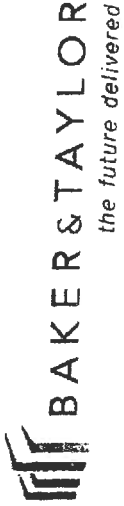
TOTAL ITEMS

13

XX.X.XX

TOTAL AMOUNT DUE XX.X.XX
REMIT TO:
BAKER & TAYLOR
P.O. BOX 277930
ATLANTA, GA 30384-7930
NEW REMITTANCE ADDRESS
PLEASE INDICATE INVOICE # ON YOUR REMITTANCE

Standard Book/Spoken Word Status Report

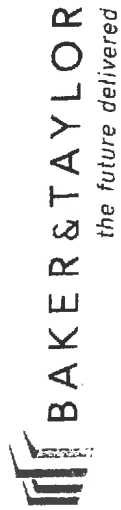


INVOICE # 5000815499
 INVOICE DATE 01/26/19
 ACCOUNT # XXXXXX LXXXXXXXX 3 000000
 AFS # MOW0000000
 PAGE 001

STATUS

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

QTY	TITLE	AUTHOR	FUND #	ISBN	PUBLISHER	LIST PRICE	STATUS	DISPOSITION	DUPLICATE
1	BODIES LEFT BEHIND 00000001 SAMPLE BID	DEAVER, JEFFERY		9781439101872	SIMON	xx.xx	AD	CANCELLED	
1	I REMEMBER PETE MARAVICH : 00000001 SAMPLE BID	TOWLE, MIKE		9781581821482	TURNL	xx.xx	BP	BACK ORDERED	
1	MEDITATIONS WITH TEILHARD DE CHARDIN 00000001 SAMPLE BID	TEILHARD DE CHARDIN		9780939680474	INNET	xx.xx	BP	BACK ORDERED	
1	PRESERVING MEMORIES : 00000001 SAMPLE BID	GLATSTEIN, JUDY		9781555914738	CNSRB	xx.xx	BP	BACK ORDERED	



Sample DVD/BluRay/Music Status and Backorder Report

PRE / BACKORDER REPORT

SHIP TO: SAMPLE

ORDER POINT: PGH HOLD STATUS SAMPLE
 ATTN:
 PHONE:

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

Appendix 10

Returns

All product returns (excluding those from Book Leasing programs) require prior authorization from a Customer Service Representative. You can contact your Customer Service Representative via the toll-free number found on your packing list. All return requests must be made within 45 days from receipt of goods.

A link to the full Return policy can be found at the bottom of the Return Authorization Form within Title Source 360.

Customer Account Information

CUSTOMER ACCOUNT INFORMATION			
Contact Email:	*		
Alternate Email			
Invoice or ATS #:	*	1245875	
Account Number for Return:	*	75041529	- AV TS360 Test ▼

You must provide a **Contact Email**, your **Invoice or ATS #**, and select the **Account Number** associated with your turn in the provided fields. You can optionally enter an **Alternative Email** address as well.

Product Details

Use the Product Details portion of the Returns form to enter information about your return. You can import a list of the items you wish to return from a file by selecting the **Import from File** tab, or you can use the provided fields on the **Basic** tab to manually enter your returns.

PRODUCT DETAILS

Upload or Enter ISBN/UPC, QTY, Reason for Return, and Action for return list(s):

ISBN/UPC	QTY	REASON FOR RETURN	ACTION	ISBN/UPC	QTY	REASON FOR RETURN	ACTION
123456789	2	Damaged	Credit	1234123456	1	Defective	No Charge Repl
		Select Reason	Select Action			Select Reason	Select Action
		Select Reason	Select Action			Select Reason	Select Action
		Select Reason	Select Action			Select Reason	Select Action
		Select Reason	Select Action			Select Reason	Select Action
		Select Reason	Select Action			Select Reason	Select Action

Additional Comments:

VALIDATE | CLEAR ALL

123456789

IMPORT HELP

Choose File | No file chosen

Select a file to upload

Lists should be arranged as follows:

```

ISBN/UPC,Quantity,Reason,Action
00123456789 4 Damaged Credit
0456789012 2 Defective No Charge Replacement
12345678901 1 Other-Not received on time Credit
0987654321 1 Incorrect Qty No Credit Due
1550261111 2 Duplicate order Credit
  
```

Download a sample

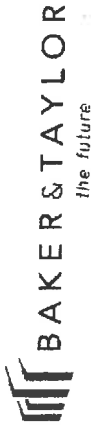
- ISBN/UPC** - Enter the ISBN or UPC for the item you wish to return.
- QTY** - Enter the number of items associated with the above ISBN/UPC field that you wish to return.
- Reason for Return** - Select one of the below reasons for your return:
- Damaged
 - Defective
 - Duplicate (B&T error)
 - Duplicate (Customer error)
 - Other - If this option is selected, you must complete the provided blank text field. There is a maximum of 100 characters that can be entered in this field.
 - Short Book
 - Wrong Title(s) Received (B&T error)
 - Wrong Title(s) Received (Customer error)
- Action** - Select the action you'd like for each item you are returning.

Credit
No Charge Replacement
No Credit Due

you have any **Additional Comments** to add to your return request, enter them in the associated field at the bottom of the Product Details section.

Submit Your Return

Click **Submit** to send your return to Baker & Taylor.



Credit Memo - Sample

CREDIT/DEBIT MEMO COPY

INVOICE # 5000598820
 INVOICE DATE 04/04/14
 ACCOUNT # XXXXXX Lxxxxxx 3 000000
 AT# # SOM00000000
 PAGE 001

SHIPPED FROM BRIDGEWATER
 CUSTOMER SERVICE 1-800-775-1200
 CREDIT 800.340.5370/INTL 704.998.3399
 GST/TAX ID # 00-000000000000000
 PO # BID SAMPLE

BILL TO ACCOUNT # XXXXXX Lxxxxxx 3 000000
 SAN # XXX
 NAME: SAMPLE CREDIT MEMO
 ADDRESS XXX XXXXXXXX XXXXXXXX
 XXXXXXXX, XX XXXXX

MAIL TO NAME: SAMPLE CREDIT MEMO
 ADDRESS XXX XXXXXXXX XXXXXXXX
 XXXXXXXX, XX XXXXX

SHIP TO ACCOUNT # XXXXXX Lxxxxxx 3 000000
 SAN # XXX
 NAME: SAMPLE CREDIT MEMO
 ADDRESS XXX XXXXXXXX XXXXXXXX
 XXXXXXXX, XX XXXXX

CREDIT MEMOS MUST BE USED WITHIN 12 MONTHS OF DATE OF ISSUE OR THEY EXPIRE. PREPAYMENTS AND DEPOSITS ON ACCOUNT EXCLUDED.

MEMO REASON: DU07
 RTAC054046

QTY	TITLE	BT ORDER #	CUSTOMER PO #	AUTHOR	FUND #	TYPE	CUST REF #	ISBN	PUB	PRICE	DISC.	NET PRICE	EXTENDED PRICE	CODE
1	SAMPLE TITLE 1 00000001		BID SAMPLE	AUTHOR 1		HRD	222222	9780756613228 0756613221	DKMER	XX.XX	XX.X %	XX.XX	XX.XX	DU07
1														

SUB TOTAL
 USD CURRENCY

XX.XX

TOTAL

TOTAL AMOUNT

XX.XX

REMIT TO: BAKER & TAYLOR,
 P.O. BOX 277930
 ATLANTA, GA 30384-7930
 NEW REMITTANCE ADDRESS

AMOUNTS CREDIT IN USD

PLEASE INDICATE CREDIT # ON YOUR REMITTANCE

Appendix 11

SAMPLE QUARTERLY REPORT

Customer Name	Address	City	State	Invoice No.	Date of Sale	Item #	Title	Unit Price (as sold)	Quantity Sold	Extended Total
Agency 1	123 Street	City	State	XXXXXXX	mm/dd/yyyy	xxxxxxxxxxxxxx	Title 1	\$5.00	2	\$10.00
Agency 2	258 Street	City	State	XXXXXXX	mm/dd/yyyy	xxxxxxxxxxxxxx	Title 2	\$6.00	2	\$12.00