Pender County

Agenda

Board of County Commissioners Meeting
Monday, August 16, 2021 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC

			Presenter	Page
1.	CALL TO ORDER			
2.	INVOCATION			
3.	ADOPTION OF AGENDA			
	3.1.	Oath of Office for the newly hired Clerk to the Board of County Commissioners, Tera Cline 8.16.21 Oath BOCC clerk	Brown	3
4.	PUBLIC INFORMATION			
	4.1.	Presentation of FY2020 Audit Report FY2020 Audit - Pdf		5
5.	PUBLIC COMMENT			
6.	PLEDGE OF ALLEGIANCE			
7.	CONSENT AGENDA			
	7.1.	Approval to carry over Purchase Order for Atlantic Emergency Solutions in the amount of $3,559.84 Carry over purchase order Emergency Management	Batson	7 - 8
	7.2.	Approval of a Purchase Order for Dental Services in the amount of $195,000 Contract Dentist Mobile Dental Clinic - Pdf	Moser	9
	7.3.	Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2021-2022: $115,000 AA 361 ELC Reopening Schools SH Liaison - Pdf	Moser	11 - 22
	7.4.	Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2021-2022: $91,003 COVID19 Funds - Pdf	Moser	23 - 24
	7.5.	Approval of Increase of Purchase Order to Ingram Library Services: $63,300 PO Ingram Library Services increase - Pdf	Phillips-Bell	25 - 257
	7.6.	Approval of Budget Amendment and Purchase Order for pass-through One NC Fund Grant to Polyhose for $75,000 BOA One NC Fund Grant - Polyhose - Pdf	Blue	259 - 286
	7.7.	Approval of minutes August 2, 2021 draft minutes - Pdf	Avery	287 - 312
8.	APPROVALS AND RESOLUTIONS			

8.1.	Approval of a Purchase Order to Piedmont Truck Center of Greensboro for $80,305.90 for the purchase of a Ford F-350 truck equipped with crane. Approval of a Purchase Order to Piedmont Truck Center of Greensboro for $80,305.90 for the purchase of a Ford F-350 truck equipped with crane. - Pdf	Colon	313 - 326
8.2.	Approval of Purchase Order SouthData Mailing Print Vendor Pender Tax Print Mailing PO - Pdf	Pound	327 - 341
8.3.	Approval of a Purchase Order to Fairway Ford for the Purchase of Four Vehicles in the amount of $98,972 New Vehicles for DSS FY 2020 - Pdf	Stewart	343 - 348
8.4.	Offer on surplus property 4204-73-3307-0000 Offer surplus property 4204-73-3307-0000 - Pdf	McEwen	349 - 353
8.5.	Offer on surplus property parcel ID 3331-96-5031-0000 Reyes offer surplus property 3331-96-5031-0000 - Pdf	McEwen	355 - 359

9. DISCUSSION

10. APPOINTMENTS

11. MAPLE HILL WATER AND SEWER DISTRICT

12. ROCKY POINT WATER AND SEWER DISTRICT

13. SCOTTS HILL WATER AND SEWER DISTRICT

14. MOORES CREEK WATER AND SEWER DISTRICT

15. CENTRAL PENDER WATER AND SEWER DISTRICT

16. PENDER COUNTY BOARD OF HEALTH

16.1.	Presentation of 2020 Health Department Annual Report Health 2020 Annual Report - Pdf	Moser	361 - 363

17. SOCIAL SERVICES BOARD

18. ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGERS, & COUNTY COMMISSIONERS

19. CLOSED SESSION (IF APPLICABLE).

20. 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/ RESOLUTIONS

20.1.	Resolution Requesting Approval of a Zoning Map Amendment from RA, Rural Agricultural to RP, Residential Performance. REZONE 2021-24 - Pdf	Henley	365 - 386

21. ADJOURNMENT

PENDER COUNTY

OATH

I, Tera Cline, do solemnly swear, (or affirm), that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Clerk to the Pender County Board of Commissioners, so help me God.

Executed this 16th day of August, 2021.

_____
Signature

Administered by:

_____
George R. Brown, Chairman
Pender County Board of Commissioners

Pender County
Presentation of FY2020 Audit Report

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	August 16, 2021
SUBJECT:	Presentation of FY2020 Audit Report

SUMMARY:
For the Fiscal Year 2019-2020 Audit, Pender County initially engaged with RSM US LLC to perform the financial and compliance audits of the County's financial statements and Federal & State Grant Awards. Throughout the course of this audit, the governmental practice within the RSM organization was sold to another firm based out of Virginia, PB Mares, LLP. Some of the management personnel performing our audit has remained consistent from prior years, and they completed our audit under a PB Mares, LLP opinion.

ACTION REQUESTED:
Please review and consider the audit report as presented.

Pender County
Approval to carry over Purchase Order for Atlantic Emergency Solutions in the amount of $3,559.84

TO:	Board of County Commissioners
FROM:	Tommy Batson
DATE:	August 16, 2021
SUBJECT:	Approval to carry over Purchase Order for Atlantic Emergency Solutions in the amount of $3,559.84

SUMMARY:
Pender County Emergency Management Office is requesting to have the Purchase Order for Atlantic Emergency Solutions for the purchase of Structural turnout gear carried over to Fiscal Year 22. The order was delayed due to the later starting date of the New Fire Marshal. These funds were budgeted for in account 525-403300

ACTION REQUESTED:
Approval to carry over Purchase Order for Atlantic Emergency Solutions in the amount of $3,559.84

Purchase Order

Fiscal Year 2021

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	852

Delivery must be made within doors of specified destination.

BILL TO

PENDER CO EMERGENCY MGMT
PO BOX 28
BURGAW, NC 28425

VENDOR

Atlantic Emergency Solutions, Inc
12351 Randolph Ridge Lane
Manassas, VA 20109

SHIP TO

PENDER CO EMERGENCY MGMT
805 Ridgewood Ave.
BURGAW, NC 28425

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		1031	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
06/25/2021	33923			EMERGENCY MANAGEMENT

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Turnout gear required for fire The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Technical Rescue Utility Coat (Light Duty fire investigation- NFPA 1977/1951)	1.0	EACH	$355.95	$355.95
2	Technical Rescue Trouser (NFPA 1977/1951- Light Duty fire investigation)	1.0	EACH	$291.54	$291.54
3	Labeling and insignia	1.0	EACH	$28.18	$28.18
4	Impact Glove- Fire Pro II Gauntlet w/ crosstech barrier	1.0	EACH	$69.00	$69.00
5	EnergyCoat- InnoTex (Heavy Duty Turnout gear coat)	1.0	EACH	$1,260.00	$1,260.00
6	EnergyPant Innotex (Heavy duty turnout gear pant)	1.0	EACH	$840.00	$840.00
7	Boots- NFPA	1.0	EACH	$332.29	$332.29
8	fiberglass structural fire helmet with visor	1.0	EACH	$232.88	$232.88
9	Shipping/Freight	1.0	EACH	$150.00	$150.00

As part of this Purchase Order, please see agreed upon Terms & Conditions available at: http://www.pendercountync.gov/vendortermsandconditions/. Please note these Terms & Conditions are subject to revision and updates will be made available at the same. Contact Pender County Purchasing with any questions at (910) 259-1281.

This Disbursement Has Been Approved As Required by the Local Government and Fiscal Control Act.

VENDOR COPY

By: Margaret C. Bell Authorized Signature

By: Authorized Signature

PO Total **$3,559.84**

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	August 16, 2021
SUBJECT:	Approval of a Purchase Order for Dental Services in the amount of $195,000

SUMMARY:
We are requesting approval of a purchase order for Dental Services in the amount of $195,000. A RFP was posted (#210805-205) on August 5th, 2021 for sealed proposals for a Contract Mobile Dentist to work on the Mobile Dental Clinic at the Pender County Schools. The contracted dentist was budgeted in the FY 2021-2022 budget.

ACTION REQUESTED:
Approval of a Purchase Order for Dental Services in the amount of $195,000. This is a budgeted item and will be taken from the following departmental line:

900060-404500 $195,000

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	August 16, 2021
SUBJECT:	Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2021-2022: $115,000

SUMMARY:
The Pender County Health Department was allocated $115,000 in temporary funding to hire a Public Health Nurse to work as a liaison with the schools. The Public Health Nurse will coordinate COVID-19 screenings, testing, and vaccine administration and other school health/public health services.

ACTION REQUESTED:
To approve a budget amendment increasing programmatic revenues and related expenses for the Health Department by $115,000

Friday, August 6, 2021

Pender County Budget Ordinance Amendment

Date Friday, August 6, 2021

Board Meeting Date (If Applicable) Monday, August 16, 2021

Fiscal Year FY 2021-2022

Fund 11 - HEALTH

Division, Program, Project, etc. 900075- ELC School Liaison (COVID)

Department 900075 - ADULT PRIMARY CARE

Purpose of Request
request to increase expenditures and revenues in program from additional funding

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	11-375075	State - ELC Sch SH Liaison	112519
2			
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900075-400200	Salaries	56473
2	900075-400211	401(k) Non-LEO	1412
3	900075-400500	FICA	4275
4	900075-400600	Group Insurance	6371
5	900075-400700	Retirement	6438
6	900075-401100	Telephone	800
7	900075-401400	Travel	200
8	900075-403100	Gas & Diesel Fuel	300
9	900075-403300	Supplies & Materials	36000
10	900075-403600	Uniforms	250

Total Revenues 112519 **Total Expenditures** 112519

Prepared By: Donna Ramos **Email** dramos@pendercountync.gov

Friday, August 6, 2021

Pender County Budget Ordinance Amendment

Date Friday, August 6, 2021

Board Meeting Date (If Applicable) Monday, August 16, 2021

Fiscal Year FY 2021-2022

Fund 11 - HEALTH

Division, Program, Project, etc. 900075-ELC School Liaison (COVID)

Department 900075 - ADULT PRIMARY CARE

Purpose of Request
request to increase expenditures and revenues in program from additional funding

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	11-375075	State - ELC School SH Liaison	2481
2			
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900075-406000	Computer Expenses	481
2	900075-407100	Non-Depreciable Capital	2000
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 2481

Total Expenditures 2481

Prepared By: Donna Ramos

Email dramos@pendercountync.gov

Division of Public Health
Agreement Addendum
FY 21-22

Pender County Health Department **Local Health Department Legal Name**	Women's & Children's Health / Children & Youth **DPH Section / Branch Name**
361 ELC Reopening Schools SH Liaison **Activity Number and Description**	Ann Nichols, 919-707-5667 ann.nichols@dhhs.nc.gov **DPH Program Contact** (name, phone number, and email)
06/01/2021 – 05/31/2022 **Service Period**	**DPH Program Signature** **Date** (only required for a negotiable agreement addendum)
07/01/2021 – 06/30/2022 **Payment Period**	

☒ **Original Agreement Addendum**
☐ **Agreement Addendum Revision #** ___

I. Background:

In support of safe, in-person instruction in kindergarten through grade 12 (K-12) schools, screening testing can provide an additional layer of prevention to protect students, teachers, and staff and slow the spread of SARS-CoV-2, the virus that causes Coronavirus Disease 2019 (COVID-19). While it is critical for schools to remain open for academic, social, and emotional benefits, it is equally important to do so safely. (See: https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/operation-strategy.html.) To enable schools to establish and expand COVID-19 screening testing programs to support and maintain in-person learning, the federal government is providing financial resources through the Centers for Disease Control and Prevention (CDC) under the ELC Reopening Schools award.

Public health and education are necessary partners for safe and healthy schools. Successful testing programs with the appropriate response to test results are enhanced by close collaborative working relationships between schools and local health authorities. Efforts should be taken to foster, grow and maintain the tie between public health and education to support COVID testing and response programs and other activities that improve population and individual health for students and school staff. Funding from the ELC award will support staff positions that encourage continuity of existing COVID-related activities, maintain the health department's integral role in screening testing, build upon the work already begun, and ensure a holistic assessment and monitoring of disease burden within any given community.

Health Director Signature (use blue ink) _____ Date _____

Local Health Department to complete:
(If follow-up information is needed by DPH)
LHD program contact name: _____
Phone number with area code: _____
Email address: _____

Signature on this page signifies you have read and accepted all pages of this document. Template rev. July 2020

II. Purpose:

This Agreement Addendum provides temporary funding for the Local Health Department to hire Public Health Nurse (PHN) School Health Liaisons for the coordination of COVID-19 screening, testing, and vaccine administration efforts, and to coordinate other school health/public health services as described in the Memorandum of Agreements referenced in the Attachment A, Paragraph B of the Agreement Addendum for FY22 351 Child Health.

III. Scope of Work and Deliverables:

The Local Health Department (LHD) shall:

1. Employ one or more PHN School Health Liaisons by the start of the 2021-2022 school year to liaise with all school types within the jurisdiction of the LHD. Allowable uses of funds include salary and fringe benefits, staff development and training, IT hardware and software, supplies including cell phones and office supplies, and travel.

2. Establish a job description for the PHN School Health Liaison that includes the following activities in addition to other local needs:

    a. Administration/Joint Planning for School Health
        1. Coordinate school health efforts between the LHD and all LEAs and schools in the LHD county (or counties if a District LHD) served.
        2. Conduct ongoing evaluation of cooperative efforts and collaborate on needed changes.
        3. Serve as the LHD liaison for the School Health Nursing Program in all LEAs and schools in the LHD county (or counties if a District LHD) served.
        4. Participate in the LEA School Health Advisory Committee (SHAC).

    b. Communicable Disease
        1. Coordinate shared activities related to COVID-19 testing programs in schools and related response to test results and mitigation efforts.
        2. Coordinate investigation and/or follow-up of other reportable communicable disease events.
        3. Participate in procedure development for response to communicable disease outbreaks in schools.
        4. Coordinate local media response in conjunction with school administration regarding communicable disease events and efforts in K-12 schools.

    c. School Site Vaccine Administration Opportunities
        1. Provide Vaccine Information Statements (VIS) to schools and encourage on-site clinic opportunities.
        2. Coordinate vaccine, medical supplies, and documentation supplies as needed for clinics when scheduled.
        3. Assure completion of administration processes related to vaccines through data entry.

    d. OSHA Compliance Program
        1. Coordinate the availability of OSHA-required vaccines for identified school staff through LHD clinics and the billing of LEA for required services.
        2. Act as a resource to the Lead Nurses/designees for OSHA Blood Born Pathogens training and incidents in schools.

e. Professional Development
   1. Include local school nurses in educational and workshop opportunities related to school health program needs.
   2. Ensure initial training and annual updates are provided for local school nurses on their duties regarding county disaster response as defined in the Memorandum of Agreements referenced in the Attachment A, Paragraph B of the Agreement Addendum for FY22 351 Child Health.

f. Privacy Protection
   1. Facilitate 'read only' access to the North Carolina Immunization Registry for county school nurses.
   2. Ensure local school nurses have reviewed and signed the LHD Annual Confidentiality Statement.
   3. Act as a resource in ensuring compliance with HIPAA and FERPA in coordinated activities.

3. Ensure the execution of Memorandums of Agreement (MOAs) inclusive of the job description activities between the LHD and schools/districts (LEA, Charter, Independent) that are providing COVID testing programs. This MOA requirement can be accomplished through amending the existing annual agreement referenced in the Attachment A, Paragraph B of the Agreement Addendum for FY22 351 Child Health if Liaison activities are included and consistent with the MOA guidelines provided by the DPH School Health Unit.

Number of PHN Liaison Positions Funded	Amount of Funding Allocated
1	$115,000

IV. Performance Measures/Reporting Requirements:

1. Performance Measures

a. Employ one or more PHN School Health Liaisons by the start of the 2021-2022 school year to liaise with all school types and LEAs served by the LHD.

b. Upload job descriptions of all nurses hired with these funds into the Smartsheet Dashboard.

https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb

2. Reporting Requirements

The reporting below shall be provided by the LHD to DPH via the Smartsheet dashboard, which can be accessed at https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb

The LHD shall:

a. Complete the **COVID-19 Response Plan** in the Smartsheet Dashboard. This response plan is to provide information related to the LHD's broader goals and partnerships for COVID-19 preparedness and response. The Smartsheet dashboard will present a series of questions to be answered in a short-answer format, with topics including aspects of testing, contact tracing, vaccination, equity, and preparedness in general.

The LHD will be providing responses for a single COVID-19 Response Plan and this plan will meet the reporting requirements described under the FY22 Agreement Addenda for this Activity 361 as well as other Activities. (The specific Activities to be included for this COVID-19 Response Plan continue to evolve; the complete list of Activities can be found on the Smartsheet dashboard.)

The COVID-19 Response Plan will receive DPH oversight from the DPH Branch staff members representing each relevant aspect. Any question the LHD has about the COVID-19 Response Plan should be directed to the DPH Division Director's Office at lhdhealthserviceta@dhhs.nc.gov

b. Complete a **Monthly Financial Report** each month via the Smartsheet dashboard. These monthly financial reports will report on the prior month, with the exception of the first months' reports, consistent with the due dates posted on the Smartsheet dashboard. The financial reports for June 2021, July 2021, August 2021, and September 2021 are due by October 22, 2021.

   Maintain all receipts and invoices for drawdowns that support the allowable use expenses which include salary and fringe benefits, staff development and training, IT hardware and software, supplies (including cell phones and office supplies), and travel.

   Seek prior approval from DPH program staff for any expenditure that is not consistent with allowable use listed.

c. The LHD shall complete a **Quarterly Progress Report** each quarter via the Smartsheet dashboard. These periodic progress reports will report about the prior period's progress on implementing the Agreement Addendum's required school health nurse liaison activities as listed in the job description. The due dates are posted on the Smartsheet dashboard. The first progress report is to report for July – September 2021 and is due by October 22, 2021. This first progress report must include an estimated timeline for completion of 21/22 program deliverables. The quarterly periods for these progress reports are defined as:

   July – September 2021
   October – December 2021
   January – March 2022

V. **Performance Monitoring and Quality Assurance:**

1. This Activity will be monitored by the Children & Youth Branch according to the following plan:
   a. The Regional School Health Nurse Consultant (RSHNC) will review the Financial Reports each month to ensure that funds are spent only on allowable uses.
   b. The RSHNC will review the Progress Reports each quarter.
   c. An annual monitoring report will be completed by the DPH program staff (RSHNC) at the end of the year (May, 2022), and a copy made available to the Local Health Director. If the report indicates failure to adhere to deliverables in this Agreement Addendum, the Local Health Director or designee will work with the RSHNC to develop a corrective action plan.

2. The Local Health Department shall adhere to the following service quality measures:
   a. Services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the North Carolina Board of Nursing. The North Carolina School Health Program Manual, Sixth edition, shall be consulted as a resource, as well as the Scope and Standards of School Nursing developed by American Nurses Association and National Association of School Nurses.
   b. Services are provided in a culturally sensitive manner.

c. Services are provided with adherence to federal law in relation to privacy of student records, following both HIPAA (Health Insurance Portability and Accountability Act) and FERPA (Family Educational Rights and Privacy Act), as applicable. Where HIPAA and FERPA may appear to be in conflict, FERPA shall be followed regarding records that become part of the student's educational record; US Department of Education and North Carolina Department of Public Instruction guidelines are resources.

VI. <u>Funding Guidelines or Restrictions</u>:

1. Requirements for pass-through entities: In compliance with *2 CFR §200.331 – Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
   a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
   b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

2. Allowable uses of this Activity's funds include salary and fringe benefits, staff development and training, IT hardware and software, supplies including cell phones and office supplies, and travel.

DPH-Aid-To-Counties **For Fiscal Year: 21/22** **Budgetary Estimate Number : 0**

Activity 361 Service Period Payment Period		AA	1332 892A L5 06/01-05/31 07/01-06/30	Proposed Total	New Total
01 Alamance	*	0	115,000	115,000	115,000
D1 Albemarle	*	0	920,000	920,000	920,000
02 Alexander	*	0	115,000	115,000	115,000
04 Anson	*	0	115,000	115,000	115,000
D2 Appalachian	*	0	345,000	345,000	345,000
07 Beaufort	*	0	115,000	115,000	115,000
09 Bladen	*	0	115,000	115,000	115,000
10 Brunswick	*	0	115,000	115,000	115,000
11 Buncombe	*	0	115,000	115,000	115,000
12 Burke	*	0	115,000	115,000	115,000
13 Cabarrus	*	0	115,000	115,000	115,000
14 Caldwell	*	0	115,000	115,000	115,000
16 Carteret	*	0	115,000	115,000	115,000
17 Caswell	*	0	115,000	115,000	115,000
18 Catawba	*	0	115,000	115,000	115,000
19 Chatham	*	0	115,000	115,000	115,000
20 Cherokee	*	0	115,000	115,000	115,000
22 Clay	*	0	115,000	115,000	115,000
23 Cleveland	*	0	115,000	115,000	115,000
24 Columbus	*	0	115,000	115,000	115,000
25 Craven	*	0	115,000	115,000	115,000
26 Cumberland	*	0	115,000	115,000	115,000
28 Dare	*	0	115,000	115,000	115,000
29 Davidson	*	0	115,000	115,000	115,000
30 Davie	*	0	115,000	115,000	115,000
31 Duplin	*	0	115,000	115,000	115,000
32 Durham	*	0	115,000	115,000	115,000
33 Edgecombe	*	0	115,000	115,000	115,000
D7 Foothills	*	0	230,000	230,000	230,000
34 Forsyth	*	0	115,000	115,000	115,000
35 Franklin	*	0	115,000	115,000	115,000
36 Gaston	*	0	115,000	115,000	115,000
38 Graham	*	0	115,000	115,000	115,000

D3 Gran-Vance	* 0	230,000	230,000	230,000
40 Greene	* 0	115,000	115,000	115,000
41 Guilford	* 0	115,000	115,000	115,000
42 Halifax	* 0	115,000	115,000	115,000
43 Harnett	* 0	115,000	115,000	115,000
44 Haywood	* 0	115,000	115,000	115,000
45 Henderson	* 0	115,000	115,000	115,000
47 Hoke	* 0	115,000	115,000	115,000
48 Hyde	* 0	115,000	115,000	115,000
49 Iredell	* 0	115,000	115,000	115,000
50 Jackson	* 0	115,000	115,000	115,000
51 Johnston	* 0	115,000	115,000	115,000
52 Jones	* 0	115,000	115,000	115,000
53 Lee	* 0	115,000	115,000	115,000
54 Lenoir	* 0	115,000	115,000	115,000
55 Lincoln	* 0	115,000	115,000	115,000
56 Macon	* 0	115,000	115,000	115,000
57 Madison	* 0	115,000	115,000	115,000
D4 M-T-W	* 0	345,000	345,000	345,000
60 Mecklenburg	* 0	115,000	115,000	115,000
62 Montgomery	* 0	115,000	115,000	115,000
63 Moore	* 0	115,000	115,000	115,000
64 Nash	* 0	115,000	115,000	115,000
65 New Hanover	* 0	115,000	115,000	115,000
66 Northampton	* 0	115,000	115,000	115,000
67 Onslow	* 0	115,000	115,000	115,000
68 Orange	* 0	115,000	115,000	115,000
69 Pamlico	* 0	115,000	115,000	115,000
71 Pender	* 0	115,000	115,000	115,000
73 Person	* 0	115,000	115,000	115,000
74 Pitt	* 0	115,000	115,000	115,000
75 Polk	* 0	115,000	115,000	115,000
76 Randolph	* 0	115,000	115,000	115,000
77 Richmond	* 0	115,000	115,000	115,000
78 Robeson	* 0	115,000	115,000	115,000
79 Rockingham	* 0	115,000	115,000	115,000
80 Rowan	* 0	115,000	115,000	115,000
82 Sampson	* 0	115,000	115,000	115,000
83 Scotland	* 0	115,000	115,000	115,000
84 Stanly	* 0	115,000	115,000	115,000
85 Stokes	* 0	115,000	115,000	115,000

86 Surry	* 0	115,000	115,000	115,000
87 Swain	* 0	115,000	115,000	115,000
D6 Toe River	* 0	345,000	345,000	345,000
88 Transylvania	* 0	115,000	115,000	115,000
90 Union	* 0	115,000	115,000	115,000
92 Wake	* 0	115,000	115,000	115,000
93 Warren	* 0	115,000	115,000	115,000
96 Wayne	* 0	115,000	115,000	115,000
97 Wilkes	* 0	115,000	115,000	115,000
98 Wilson	* 0	115,000	115,000	115,000
99 Yadkin	* 0	115,000	115,000	115,000
Totals		11,500,000	11,500,000	11,500,000

Sign and Date - DPH Program Administrator Carol Tyson Acting Branch Head 8/3/21	Sign and Date - DPH Section Chief
Sign and Date - DPH Contracts Office Gremeko Stuart 8/5/2021	Sign and Date - DPH Budget Officer 08/05/2021

FY22 Activity: 361 School Health Center **Supplement 1**

Supplement reason: ☒ In AA+BE or AA+BE Rev –OR– ☐ –

CFDA #: 93.323	Fed awd date: 4/8/21	Is award R&D? no	FAIN: NU50CK000530	Total amount of fed awd: $ 113539687

CFDA name:	Epidemiology and Laboratory Capacity for Infectious Disease (EC)	Fed award project description:	Epidemiology and Laboratory Capacity for Infetious Disease (ELC)	
		Fed awarding agency:	DHHS, Centers for Disease Control and Prevention	Federal award indirect cost rate: n/a % %

Subrecipient	Subrecipient DUNS	Fed funds for This **Supplement**	Total of All Fed Funds for This **Activity**	Subrecipient	Subrecipient DUNS	Fed funds for This **Supplement**	Total of All Fed Funds for This **Activity**
Alamance	965194483	115,000	115,000	Jackson	019728518	115,000	115,000
Albemarle	130537822	920,000	920,000	Johnston	097599104	115,000	115,000
Alexander	030495105	115,000	115,000	Jones	095116935	115,000	115,000
Anson	847163029	115,000	115,000	Lee	067439703	115,000	115,000
Appalachian	780131541	345,000	345,000	Lenoir	042789748	115,000	115,000
Beaufort	091567776	115,000	115,000	Lincoln	086869336	115,000	115,000
Bladen	084171628	115,000	115,000	Macon	070626825	115,000	115,000
Brunswick	091571349	115,000	115,000	Madison	831052873	115,000	115,000
Buncombe	879203560	115,000	115,000	MTW	087204173	345,000	345,000
Burke	883321205	115,000	115,000	Mecklenburg	074498353	115,000	115,000
Cabarrus	143408289	115,000	115,000	Montgomery	025384603	115,000	115,000
Caldwell	948113402	115,000	115,000	Moore	050988146	115,000	115,000
Carteret	058735804	115,000	115,000	Nash	050425677	115,000	115,000
Caswell	077846053	115,000	115,000	New Hanover	040029563	115,000	115,000
Catawba	083677138	115,000	115,000	Northampton	097594477	115,000	115,000
Chatham	131356607	115,000	115,000	Onslow	172663270	115,000	115,000
Cherokee	130705072	115,000	115,000	Orange	139209659	115,000	115,000
Clay	145058231	115,000	115,000	Pamlico	097600456	115,000	115,000
Cleveland	879924850	115,000	115,000	Pender	100955413	115,000	115,000
Columbus	040040016	115,000	115,000	Person	091563718	115,000	115,000
Craven	091564294	115,000	115,000	Pitt	080889694	115,000	115,000
Cumberland	123914376	115,000	115,000	Polk	079067930	115,000	115,000
Dare	082358631	115,000	115,000	Randolph	027873132	115,000	115,000
Davidson	077839744	115,000	115,000	Richmond	070621339	115,000	115,000
Davie	076526651	115,000	115,000	Robeson	082367871	115,000	115,000
Duplin	095124798	115,000	115,000	Rockingham	077847143	115,000	115,000
Durham	088564075	115,000	115,000	Rowan	074494014	115,000	115,000
Edgecombe	093125375	115,000	115,000	Sampson	825573975	115,000	115,000
Foothills	782359004	230,000	230,000	Scotland	091564146	115,000	115,000
Forsyth	105316439	115,000	115,000	Stanly	131060829	115,000	115,000
Franklin	084168632	115,000	115,000	Stokes	085442705	115,000	115,000
Gaston	071062186	1115,000	115,000	Surry	077821858	115,000	115,000
Graham	020952383	115,000	115,000	Swain	146437553	115,000	115,000
Granville-Vance	063347626	230,000	230,000	Toe River	113345201	345,000	345,000
Greene	091564591	115,000	115,000	Transylvania	030494215	115,000	115,000
Guilford	071563613	115,000	115,000	Union	079051637	115,000	115,000
Halifax	014305957	115,000	115,000	Wake	019625961	115,000	115,000
Harnett	091565986	115,000	115,000	Warren	030239953	115,000	115,000
Haywood	070620232	115,000	115,000	Wayne	040036170	115,000	115,000
Henderson	085021470	115,000	115,000	Wilkes	067439950	115,000	115,000
Hoke	091563643	115,000	115,000	Wilson	075585695	115,000	115,000
Hyde	832526243	115,000	115,000	Yadkin	089910624	115,000	115,000
Iredell	074504507	115,000	115,000				

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	August 16, 2021
SUBJECT:	Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2021-2022: $91,003

SUMMARY:
In FY 2020-2021, the Pender County Health Department received funds from the Communicable Disease Branch as part of the "Paycheck Protection Program and Health Care Enhancement Act". Remaining funds from FY 2021 were reallocated for health departments to use in FY 2022. The health department requests approval of a budget amendment to increase the COVID program budget by $91,003.

ACTION REQUESTED:
To approve a budget amendment increasing programmatic revenues and related expenses for the Health Department by $91,003 in FY 2021-2022.

Wednesday, July 21, 2021

Pender County Budget Ordinance Amendment

Date Wednesday, July 21, 2021

Board Meeting Date (If Applicable) Monday, August 16, 2021

Fiscal Year FY 2021-2022

Fund 11 - HEALTH

Division, Program, Project, etc. COVID 19 - 11-900074

Department 900074 - PEDIATRIC CLINIC

Purpose of Request
Additional Funds Allocated from the state for the COVID19 Program by the Communicable Disease Branch (Agreement Addendum 543- ELC Enhancing Detection Activities).

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	11-348184	State - Health COVID19	91,003.00
2			
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900074-403300	Supplies & Materials	91,003.00
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 91003

Total Expenditures 91003

Budget Amendment Balances when Zero. 0

Prepared By: Donna Ramos

Email dramos@pendercountync.gov

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Allen Phillips-Bell
DATE:	August 16, 2021
SUBJECT:	Approval of Increase of Purchase Order to Ingram Library Services: $63,300

SUMMARY:

The library requests approval of an annual purchase order to a primary book wholesale distributor, Ingram Library Services. The only other major book distributor that services public libraries is Baker and Taylor. Ingram provides a better overall price, as outlined below.

We are a member of a library purchasing consortium called MALiA (Mid Atlantic Library Alliance); we have better pricing for either vendor thanks to MALiA. As a member of the MALia Consortium, we benefit from the collective buying and negotiating power of over 225 libraries in VA, WV, NC, and TN. MALiA formally solicits, scores, awards and manages bids from vendors providing pricing and benefits for multiple library needs and services. Members are not bound through these contracts and are free to purchase elsewhere should they wish. Membership is $150/yr.

Although this purchase order just covers the cost of the books, one must factor in the platform fees for each vendor. These include tools that save staff a great deal of time in the book selection process, including book reviews integrated from multiple sources and the ability to sort titles within a set of search/filter results by popularity. Although Baker & Taylor has a slightly better discount rate than Ingram (46% for B&T vs. 45.8% for Ingram for adult hardcover; different rates for various types of materials, but it's always about a 0.2 percentage point difference between the two), the savings here are overwhelmed by the higher platform fees from Baker & Taylor. Taking into account the platform fees, assuming the library purchases about 7,000 books in the FY from one or the other, the total cost would be about $1,000 higher for Baker & Taylor. See attached spreadsheet and other documents. Based on this, I recommend that the library continue using Ingram as our primary book vendor.

ACTION REQUESTED:

Approve an increase to the existing Purchase Order 91 to Ingram Library Services, currently for $12,000 to get us started for the year, to the amount of $63,300. This

expenditure has been budgeted in the 2021-2022 Budget Ordinance and appropriated from the following line item: Books 630-410100: $63,300.

ATTACHMENTS:
See attached contracts and analysis.

Description	Amount
Average market price per book	$ 18.00
Total budgeted for books from primary vendor, FY22	$ 68,300.00
B&T discount	46.0%
B&T average after-discount	$ 9.72
B&T approx. num. of books we can purchase with annual budget	7,027
B&T price for book reviews integration in book ordering platform	$ 700.00
B&T price for sorting books by popularity in book ordering platform	$ 895.00
Ingram discount	45.8%
Ingram average after-discount	$ 9.76
Ingram approx. num. of books we can purchase with annual budget	7,001
How much more would we have to pay Ingram to get the same number of books we could get from B&T for the budgeted amount?	$ 252.96
Ingram price for book reviews integration in book ordering platform	$ 300.00
Ingram price for sorting books by popularity in book ordering platform	0
Baker & Taylor approx. total for 7000 books + platform fees	$ 69,635.00
Ingram approx. total for 7000 books + platform fees	$ 68,592.00
Ingram costs this much less than Baker & Taylor for 7000 books + platform fees	$ 1,043.00

INVOICE

INGRAM

FED-ID 62-1746696

REMIT TO
INGRAM LIBRARY SERVICES
P. O. BOX 277616
ATLANTA, GA 30384-7616
1-800-937-5300 OPTION 1

INVOICE	NO.	DAY	YEAR	BATCH
49824871	11	25	2020	306 LB

ORDER ENTRY	ACCOUNT	PAGE	TAX
00028	2005741	1	Y

IPGEREVYR

DUNS 12-159-9042

SOLD TO 2005741 70M C
PENDER COUNTY LIBRARY
PO BOX 879
BURGAW NC 28425-0879

SHIP TO 2005741- 0 N
PENDER COUNTY LIBRARY
PROC/103 S COWAN ST
PO BOX 879
BURGAW NC 28425-0879

QUANTITY ORDERED	QUANTITY SHIPPED	T/C AUTHOR	TITLE			UNIT PRICE	% DISC.	UNIT PRICE (AFTER DISC.)	EXTENSION
1	1	ITEMS BELOW. FROM	P.O. IPGEREVYR IPAGE REVIEWS IPage access to Full Text Reviews			300.00		300.00	300.00
			TOTAL LINES 1	YES	SUBTOTAL				300.00
					*** TOTAL ***				300.00

Date 1/19/2021 Prepared By MRD
Approved By APB

Account#	Amount
630404500	300.00

Cut Along Broken Line

IF PREPAID, PLEASE DISREGARD.

INGRAM

IF PAYING BY INVOICE
PLEASE RETURN THIS PORTION WITH PAYMENT

INGRAM LIBRARY SERVICES
P. O. BOX 277616
ATLANTA, GA 30384-7616
1-800-937-5300 OPTION 1

INVOICE DATE 11/25/2020

OE # 00028
ACCOUNT # 2005741
INVOICE # 49824871
AMOUNT DUE 300.00

01/28/16 KD FORM: BMING

Baker & Taylor

[External]Pender County Baker & Taylor Ordering

Jon Jezorski <Jon.Jezorski@baker-taylor.com>

Tue 7/27/2021 1:00 PM

To: Allen Phillips-Bell <abell@pendercountync.gov>

6 attachments (2 MB)

MALiA Public Library - July 17 (6-30-2020).doc; SSP Checklist.xlsx; SSP Flyer - 030520.pdf; Sustainable Shelves Early Adopter Program Agreement.docx; cls sample.txt; record samples - 051121.txt;

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Allen,

It was great to speak with you this morning. As we discussed, if you were to order from Baker & Taylor Print and Spoken Word Audio materials without processing, in stock items would ship within 1-3 days depending what time of day you place the order. Any backorders would then ship once they are available. To place your orders, your selectors would build carts in our ordering system TitleSource360 and then depending how you would like to order, can place the order via TS360 or through your ILS. We would need to establish how you would like to do that when setting up your account(s). I will also provide TitleSource360 training either in person at your library or via Webinar (whichever method best suits you and your staff).

Baker & Taylor also has our Sustainable Shelves Program (SSP) which started last year and many libraries have joined (700+). The Sustainable Shelves is way to be incentivized for your weeding. I have attached a flyer as well as the start up documents which you can fill out and return to me if you are interested in participating. There are not any costs or contracts and you use the SSP as needed. For items that qualify for an incentive you can received 15% off the total lists to be credited to your Baker & Taylor Account.

As we discussed, we can provide full text reviews within TitleSource360. We can provide these for $700 per year.

We also have our ESP Rankings which can be provided through TitleSource360 for an additional $895 per year. These provide a popularity ranking of the titles by BISAC and Category (i.e. Juv Fiction, Juv Non Fiction, Adult Fic, etc).

Both ESP and Reviews are a premium upgrade to TS360 and unfortunately we don't have much wiggle room on the price, however we can provide Additional User IDs, MARC Profile and Grids, and the TS360 Platform at no additional costs.

Since you are a member of MALiA you would receive the MALiA Discount terms noted in the attached form. If you wanted the full Customized Library Services (CLS) offering which provides fully shelf ready materials we would have to look at all your customizations, However that service starts at $3.80 per unit. If you would like to use CLS starting in your next fiscal year, we would want to start the setup process around January 2022.

I have also attached examples of our TechXpress MARC Records which are machine automated, as well as our CLS MARC Records which are handled by a B&T Senior Cataloger.

We are also just released our Diversity, Equity, and Inclusion (DEI) Analysis tool within our CollectionHQ software. If you would like to see a more detailed demo of CHQ and DEI, I'll be happy to schedule a webinar demo.

If there's anything else I can assist you with in the meantime, please let me know .

Thanks,
Jon

Jon Jezorski
Public Library Sales Consultant – NC, VA, WV, IN, & DC
C: 980.242.0007
O: 800-775-7930 ext. 1230
Baker & Taylor | 2810 Coliseum Centre Dr. Suite 300, Charlotte, NC 28217

LIBRARY OF VIRIGNIA, ON BEHALF OF
MID-ATLANTIC LIBRARY ALLIANCE, INC. (MALIA)

Contract Renewal/Modification

Date:	May 5, 2021
Contract:	2017-71500-01
Modification Number:	**1**
Renewal Number:	2
Issued By:	Library of Virginia, on behalf of Mid-Atlantic Library Alliance, Inc. (MALIA) University of Virginia's College at Wise One College Avenue Wise, VA 24293
Contractor:	Ingram Library Services, LLC One Ingram Blvd. La Vergne, TN 37086-1986

This contract modification is replace the following sections:

VI. General Terms and Conditions
Page 2 of Ingram Response
J. Payment

Payment terms will honor contract terms at Net 30 days EOM:

While other vendors demand payment from invoice date, Ingram's terms are calculated on statement date at the end of each month. With payment due 30 days from statement date, the customer's payment is due an average of 45 days from invoice (30-59 days). Ingram reserves the right to assess a late charge on all past due invoices.

For opening day collections, Ingram can store product and ship to you at an agreed upon date under the following terms. Items will be invoiced when they are moved to storage in an Ingram facility after receiving processing and cataloging services, and are payable within 30 days EOM. Ownership and title of said product passes to the Library upon invoice.

Payment terms under this Contract shall be Net 30 Days, EOM. Payment is required for invoices within these terms even when a purchase order has not been completed. Ingram does not invoice for items until they have been shipped. While other vendors demand payment from invoice date, Ingram's terms are calculated on statement date at the end of each month. With payment due 30

days from statement date, the customer's payment is due an average of 45 days from invoice (30-59 days). Ingram reserves the right to assess a late charge on all past due invoices.

Freight: page 49 of Ingram Response:

For libraries with a minimum of $50,000 in annual expenditures with Ingram or a commitment to meet this annual expenditure level, Orders will ship with **Ingram-paid freight from your current primary distribution center**. Shipments of 15 or more units from your secondary distribution center qualify for Ingram-paid freight. Shipments of less than 15 units from your secondary distribution center will be charged a flat $5.00 shipping fee. This flat fee amount or qualifying unit quantity is subject to change with notice. Items picked, packed, and shipped together count as an individual shipment.

For libraries with less than $50,000 in annual expenditures with Ingram, shipments of 15 or more units from your primary distribution center or from your secondary distribution center will qualify for Ingram-paid freight. Shipments of less than 15 units will be charged a flat $5.00 shipping fee. Items picked, packed, and shipped together count as an individual shipment. This flat fee amount or qualifying unit quantity is subject to change with notice. Shipping will be via best method, which may include order or account consolidation, shipping schedules or other account setting adjustments to maintain freight costs below 2% of invoice. Ingram does not currently assess any additional fees for shipping. However, given the unpredictable impact of rising oil prices, Ingram reserves the right to assess a fuel surcharge with notice.

This renewal Agreement is entered into pursuant to the basic Contract with the following changes:

PERIOD OF AGREEMENT: From July 1, 2021 through June 30, 2022 with no renewals remaining.

STATUS OF PERSONNEL: Debra Weiss, has been designated as the Contract administrator.

Except for the changes provided herein, all other terms and conditions of the basic Contract remain unchanged and in full force and effect.

Contractor

Pamela R. Smith May 7, 2021
Signature and Date
Pamela R. Smith, Vice President & General Manager
Name and Title (Printed)

Library of Virginia

Connie B. Warne 5/7/2021
Signature and Date
Connie B. Warne, Deputy
Name and Title (Printed)

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: 2017-71500-01

This contract entered into the 1st day of July 2017, by Ingram Library Services, LLC hereinafter called the "Contractor" and Commonwealth of Virginia, The Library of Virginia, called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From July 1, 2017 through June 30, 2020 with two one-year additional renewal periods.

The contract documents shall consist of:

(1) This signed form;

(2) The following portions of the Request for Proposal #2017-71500-01 dated April 10, 2017:

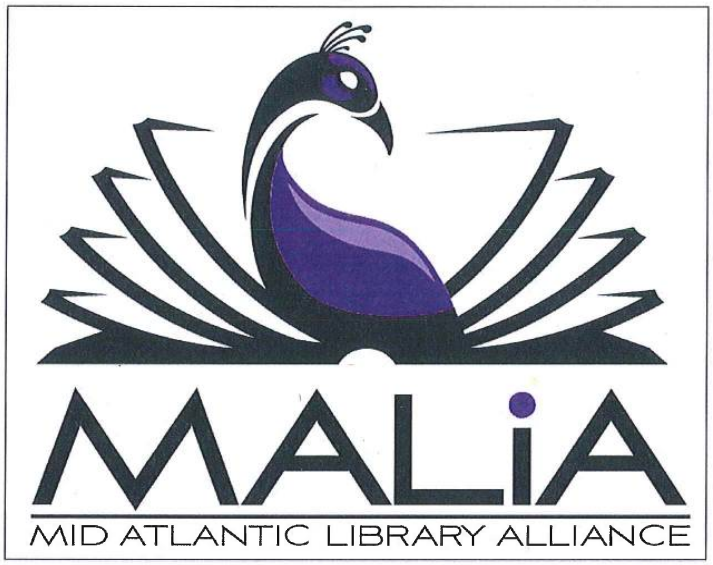
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions

(3) The Contractor's Proposal dated April 28, 2017, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:	PURCHASING AGENCY:
By: Pamela Q. Smith	By: Louise B. Warren
Title: Vice President, Sales	Title: Deputy

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.



Request for Proposal

Library Materials

Due Date: April 28, 2017 at 4:00 P.M.

Copy of Original Proposal

Submitted By:

INGRAM

One Ingram Blvd.
La Vergne, TN 37086-1986
Federal ID # 62-1746696
(800) 937-5300

INGRAM

April 25, 2017

Mid-Atlantic Library Alliance (MALiA)
Carolea Newsome, Contract Administrator
John Cook Wyllie Library
University of Virginia's College at Wise
One College Avenue
Wise, VA 24293

Re: Request for Proposal
Library Materials
Due: April 28, 2017 at 4:00 PM

Dear Ms Newsome:

Thank you for including Ingram Library Services LLC in your search for a vendor to provide library materials to the Mid-Atlantic Library Alliance (MALiA). We are very excited for this opportunity to present our proposal for continued partnership with your libraries.

As an **Ingram Content Group** company, we offer a full range of services, content, and added-value to libraries. With our unmatched on-hand inventory of books and materials, Ingram truly offers "one-stop shopping" for our library customers. With decades of experience in distributing library materials, we serve libraries with a wide range of collection development, processing, and cataloging services. Our goal is to continue to partner with the MALiA to serve your member libraries with materials and services that support their missions to their patrons.

Should you have any questions regarding Ingram's proposal, please feel free to contact Patrick McElhiney, Sr. Contract Management Specialist at (800) 937-5300, extension 35721. He may also be reached by email at ilsbids@ingramcontent.com or by fax at (615) 213-6004.

Best Regards,

Pamela R. Smith
Vice President, Sales

REQUEST FOR PROPOSAL

Issue Date: April 10, 2017

Title: Library Materials
Commodity Codes: 71510,71512,71535, 71505, 71590

Issuing Agency: **Library of Virginia, on behalf of**
Mid-Atlantic Library Alliance (MALiA)
Carolea Newsome, Contract Administrator
John Cook Wyllie Library
University of Virginia's College at Wise
One College Avenue
Wise, VA 24293

Using Agency: Library of Virginia on behalf of Mid-Atlantic Library Alliance (MALiA)

Initial Period of Contract: From July 1, 2017 through June 30, 2020 with two one-year additional renewal periods.

Sealed Proposals Will Be Received Until 4:00 p.m. (Eastern Standard Time) on Friday, April 28, 2017, For Furnishing The Services Described Herein.

All Inquiries For Information Should Be Directed To: Carolea Newsome, Contract Administrator, 276/328-0152 (V), 276/455-9374 (C), or MALiAContract@ehc.edu.

IF PROPOSALS ARE MAILED, ARE HAND DELIVERED OR EXPRESS MAILED, SEND DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In compliance with this Request For Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name and Address of Firm: Ingram Library Services LLC One Ingram Blvd. La Vergne, TN 37086
Date: April 25, 2017
By: Pamela R. Smith

Name: _____ **(Signature in Ink)**
eVA Vendor ID or DUNS E26846 **(Please Print)**
Fax Number: (615) 213-6004
Title: Vice President, Sales
E-mail Address: ilsbids@ingramcontent.com
Telephone Number: (800) 937-5300

REQUEST FOR PROPOSAL

Ingram understands the terms and conditions set forth in the Request for Proposal. We would like to elaborate upon the following specific items:

III. STATEMENT OF NEEDS

Ingram leads the industry in maintaining the largest **on-hand inventory of over 14,000,000 unique titles**, **representing over 50,000 book publishers and imprints.** Our unmatched nationwide inventory of over **20,000,000 books** ensures the highest fill rates in the industry.

Our on-hand inventory represents the largest range of publishers in the wholesale distribution business today including all binding types and formats as well as university press, small press and specialty publishing houses. Ingram stocks not only new best sellers, but also the deepest inventory of midlist and backlist titles of any vendor. Ingram can provide adult, young adult, and juvenile fiction and nonfiction titles in all subjects in a variety of bindings, including trade hardcover, trade paper, mass market paper, large print, short discount and small press, university press, single library editions, publisher's library editions, graphic novels, board books, easy readers, picture books, pre-bound books, and big books.

Our inventory includes over **17,500 prebound** titles from Perfection Learning and San Val (Turtleback Books). Additionally, Ingram can provide paperback prebinding services through our partnership with HF Group, formerly Heckman Bindery, Inc.

Our spoken word audio inventory includes **109,000+ titles**, including abridged and unabridged editions including CD, MP3 and Playaway formats. We also inventory more than **400,000 music titles** on Compact Disc, from classical to popular titles.

With **79,000+ DVD** and **12,000+ Blu-ray titles**, Ingram offers one of the most comprehensive inventories of DVDs in the country. Ingram represents more than 500 video suppliers with titles in categories such as popular box office, foreign and independent films, and family films. We also provide an extensive line of nonfiction and children's titles. Through our supplier, Ingram Entertainment, we provide access to nearly **1,000,000 DVD volumes**.

Our video game inventory includes over **2,000 titles** from the following platforms: PlayStation®2 (PS2), PlayStation 3 (PS3), PlayStation 4 (PS4) Xbox 360®, Xbox One, Nintendo® Wii™, Nintendo Dual Screen™ (Nintendo DS), and PlayStation®Portable (PSP).

Ingram currently inventories over **250,000 Spanish titles** in our distribution centers, including adult and children's titles. We provide a limited number of spoken word audio titles in Spanish language. We also provide domestic video titles that have been dubbed or subtitled in Spanish and non-domestic Spanish video.

Should a library order books not currently stocked by Ingram, we will attempt to order the book if available on the open market through normal U.S. wholesale channels. Turnaround time will be dependent upon publisher availability, however, due to our long-standing relationships with publishers, we estimate one to three weeks on available items and 60 to 90 days on special order items not currently in stock at the publisher.

VI. GENERAL TERMS AND CONDITIONS

J. PAYMENT

Payment terms under this contract shall be 1% 10 Days/Net 30 Days. Payment is required for invoices within these terms even when a purchase order has not been completed. Ingram does not invoice for items until they have been shipped. Ingram offers a 1% cash discount on payments made within 10 days of statement date. Payments must be postmarked by the 10th of the month to qualify for the 1% discount. For payments submitted via ipage or Automated Monthly EFT Draft, the 1% discount is extended to the 25th of the month. Credit card payments are not eligible for this discount. This discount is shown on your invoice and must be taken at the time the invoice is paid and cannot be taken retroactively. These additional savings can be substantial when you take advantage of the prompt payment discount.

While other vendors demand payment from invoice date, Ingram's terms are calculated on statement date at the end of each month. With payment due 30 days from statement date, the customer's payment is due an average of 45 days from invoice (30-59 days). Ingram reserves the right to assess a late charge on all past due invoices.

For opening day collections, Ingram can store product and ship to you at an agreed upon date under the following terms. Items will be invoiced when they are moved to storage in an Ingram facility after receiving processing and cataloging services, and are payable within 30 days EOM. Ownership and title of said product passes to the Library upon invoice.

Q. TAXES

When setting up a new account under the terms of the contract, the library will be asked to provide a copy of their tax exemption certificate.

S. TRANSPORTATION AND PACKAGING

Orders will ship FOB Destination. Ingram defines FOB Destination as Ingram being responsible for the products until they are actually delivered to the library. Once the items have been delivered, liability lies with the receiving agency.

Packaging

In preparing books for shipment, our standard procedure is to stack the books on a cardboard base as a tight cube shape. The books are then wrapped in plastic and placed in a high test-weight box. Ingram is known for using the best boxes in the industry with the highest test weights. Paper and/or air pillows as dunnage are placed as needed in the carton before the box is closed and sealed. The shipping cartons Ingram uses have the highest recycled content allowed to maintain burst strength.

U. ANNOUNCEMENT OF AWARD

A Letter of Award should be sent to the attention of Bids and Contracts (Ingram Mail Stop 623) before you can order under this contract.

V. DRUG FREE WORKPLACE

Safety is taken seriously at Ingram. It becomes critical when the health and lives of associates and fellow workers are affected by an associate's actions. Because of the importance of safety and sound business practices, we take a strong stand against the possession or use of alcohol or illegal drugs on Company time or property.

Ingram maintains a "drug-free workplace" policy that is made available to all associates through postings, plus inclusion on our Intranet site. Any work done under this contract will be in accordance with that policy.

X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION

Ingram is registered as an eVA Vendor. Our vendor number is E26846.

VII. SPECIAL TERMS AND CONDITIONS

E. CANCELLATION OF CONTRACT

Ingram acknowledges. In the event of contract cancellation, any items invoiced by Ingram are due and payable upon termination. We ask that both parties use due diligence in reporting contract issues to allow the other party to research and resolve the issue before the contract is cancelled.

H. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE

Ingram is requesting a full waiver on the Small Business Subcontracting requirements. This contract covers copyrighted material that is controlled by the library's ordering. We can only purchase a title from one specific publisher that supplies that specific title. Since Ingram is already a distributor of these materials, we are unable to subcontract this work. The nature of our business does not make it effective in cost and time to subcontract distribution. Please note that Ingram does utilize small business and M/WBE vendors whenever applicable in our day to day operations.

J. RENEWAL OF CONTRACT

Ingram acknowledges. We ask that the request to renew be submitted in writing a minimum of 90 days before the initial contract year is due to expire, to avoid any possible disruption in service.

RFP
REQUEST FOR PROPOSAL
Title: Library Materials
Mid-Atlantic Library Alliance, MALiA

ATTACHMENT A

Offeror Data Sheet

QUALIFICATIONS OF THE OFFEROR: Offerors shall return a completed copy of this attachment with their proposals. Offerors shall exhibit sound business environment with experience in providing library materials, capability and capacity in all respects to fully satisfy the contractual requirements, including the number of years the offeror has been actively engaged in the business and favorable references from current accounts. To adequately evaluate proposals, MALiA requires the following information of all offerors.

1. YEARS IN BUSINESS: Indicate the length of time the contractor has been in business providing these types of goods and services. Years__53____ Months_____ Since__1964__

2. REFERENCES: Offerors shall provide a list of 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, telephone number and email address.

   ORGANIZATION ADDRESS CONTACT TELEPHONE

   2.1. Tenn-Share, P.O. Box 331871 Nashville, TN 37203 Jenifer Grady, (615) 669-8670, execdir@tenn-share.org

   2.2. Massachusetts Higher Education Consortium, 505 East Pleasant Street Amherst, MA 01003, Jacqueline Cashin, (413) 577-0573, jcashin@mhec.net

   2.3. Colorado Library Consortium, Kira Zimmerman, 7400 E Arapahoe Rd #75, Centennial, CO 80112, Kira Zimmerman (303) 422-1150, KZimmerman@clicweb.org

3. CONTRACT ADMINISTRATION: List full names and addresses of the contractor and any branch offices that may be responsible for administering the contract.

3.1. Contractor:

Name: Ingram Library Services LLC

Address: 1 Ingram Blvd City: La Vergne State: TN Zip: 37086

3.2. Person to contact re proposal:

Name: Patrick McElhiney, Sr. Contract Management Specialist

Telephone: (800) 937-5300 Fax: (615) 213-6004 E-Mail: ilsbids@ingramcontent.com

3.3. Person to contact re changes during the life of the contract:

Name: Christi Cunningham, Manager, Contracts and Sales Analysis

Address: 1 Ingram Blvd City: La Vergne State: TN Zip: 37086

Telephone: (800) 937-5300 Fax: (615) 213-6004 E-Mail: ilsbids@ingramcontent.com

4. CUSTOMER SERVICE:

4.1. Contractor must have a sales representative for states served by Malia (Virginia, Tennessee, and North Carolina)

Name: Derek Tolley, Senior Sales Representative

Address: 14 Ingram Blvd. City: La Vergne State: TN Zip: 37174

Telephone: (615) 267-1617 Fax: (615) 213-5196 E-Mail: derek.tolley@ingramcontent.com
Derek is based out of Winston-Salem, NC.

4.2. Contractor must provide toll-free customer service telephone number and/or E-Mail, and an account representative must be assigned to the library to respond to problems (e.g., with orders, claims, renewals, invoices, credits) and provide management reports and data.

Account Representative: John Mangrum, Inside Sales Representative

Telephone: (800) 937-5300 Fax: (615) 213-5196 E-Mail: john.mangrum@ingramcontent.com

Web address: http://www.ingramcontent.com/libraries

5. EXPERIENCE:

In the space provided, give a description of the offeror's related work experiences that would demonstrate the offeror's ability to fulfill the contract. Include the extent to which your company is actively engaged in supplying, to libraries, materials of the type listed in this RFP.

Ingram Content Group Inc. is part of the long tradition of successful companies built by the Ingram family of Nashville, Tennessee. Dedicated to helping content reach its destination by providing a broad range of physical and digital services to the book industry, Ingram Content Group has been a partner to librarians, educators, publishers, and booksellers for over five decades.

Publishers rely on Ingram Content Group as a key provider of demand-driven print, digital, and marketing solutions. We provide reliable, cutting-edge responses to the questions our publisher partners have about the ever-changing opportunities in the book industry. No single source other than Ingram has the comparable experience, expertise, and connectivity in bringing supply chain management, and print and digital solutions to the market.

Ingram is a privately held, family-owned corporation operating under the same ownership since our inception. The Ingram family is actively involved in the day-to-day operations of our company and has a vested interest in our customers' satisfaction.

The Ingram Content Group is led by **John Ingram.** John serves as Chairman of the Board of Ingram Content Group. John joined Ingram Industries Inc. in 1986, and held a number of key positions with Tennessee Book Company and Ingram Book Company before being named Chairman & Chief Executive Officer of Ingram Content Group. John was named Chairman of the Ingram Industries Inc. Board of Directors in April, 2008, after having served as Vice Chairman of the Board for nine years.

A tremendous advantage of being a family-owned company is the history and stability of ownership backing our long-term plans to remain the number one book vendor and service provider in the library market.

Ingram Content Group's operating units are Ingram Book Company LLC including Ingram International and Spring Arbor Distributors®, Lightning Source LLC, VitalSource Technologies LLC, Ingram Periodicals LLC, Ingram Library Services LLC, Ingram Publisher Services LLC, Tennessee Book Company LLC, and Ingram Fulfillment Services LLC and ICG Ventures LLC.

Ingram Library Services LLC
To better support the unique needs of libraries, Ingram Library Services grew from a specialized department of Ingram Book Company in 1970 to a full-service library vendor. Because of our growth and success, Ingram Library Services incorporated in 1998 as a subsidiary of Ingram Industries Inc. Today we offer "one-stop shopping" for our library customers. Ingram provides librarians with immediate access to the largest selection of books, spoken word audio, DVD/Blu-ray titles, music CDs and other book-related products in the industry. Our full range of library value-added services includes comprehensive Collection Development support, Standing Order and Continuations programs, as well as shelf-ready cataloging and processing services customized to the library's specifications.

Ingram Library Services LLC is headquartered in La Vergne, Tennessee, where our Inside Sales, Customer Care, Collection Development, Custom Cataloging and Processing, and Executive and Sales staffs are located.

6. COMPANY STABILITY:

6.1 Describe your company's financial stability, available equipment, and other resources that will ensure the delivery of acceptable services to MALiA.

Ingram is a privately held, family-owned corporation operating under the same ownership since our inception. The Ingram family is actively involved in the day-to-day operations of our company and has a vested interest in our customers' satisfaction. A tremendous advantage of being a family-owned company is the history and stability of ownership backing our long-term plans to remain the number one book vendor and service provider in the library market.

Ingram has emerged as the one of the largest book distributors in the industry, shipping over **86,000 units** across the nation each day from our regional distribution centers.

Ingram Library Services enjoys the benefit of being part of one of the largest wholesale distributors of book-related product in the world, including physical book distribution and print on demand solutions. As such, we have established publisher relationships, inventory, and infrastructure in place to provide our customers with an unparalleled speed of delivery. Ingram operates four regional distribution centers, totaling more than 1.7 million square feet and employing over 3,400 associates.

6.2 Explain how that your company is a prime jobber dealing directly with publishers. Include a list of the publishers/distributors represented. (If that list is too long, list the publishers/distributors NOT represented and indicate that you have chosen this option.)

Ingram leads the book industry in maintaining the largest **on-hand inventory of over 14,000,000 unique titles**, **representing over 50,000 book publishers and imprints.** We have provided a list of current active publishers and imprints on the USB drive included with our proposal. Because we continue to build relationships with publishers and increase inventory, the list may not be all-inclusive.

Ingram can provide titles that are in print and available from the publisher. Some publishers choose to sell only directly to end users such as schools or libraries. These direct-only publishers are defined as those publishers whose titles are not available on the open market to distributors.

Ingram Publisher Services LLC
Ingram Publisher Services LLC, an Ingram Content Group company, represents more than 600 publisher clients from around the world, which agree to allow Ingram to be the exclusive distributor of their product. Built on a longstanding tradition of Ingram quality, IPS provides our customers with a wide variety of books and book related product from an outstanding roster of publishers, with easy ordering options, fast delivery, and excellent service. The advantage this brings to our library customers is the guaranteed availability of current titles from these publishers at Ingram distribution centers. As the exclusive distributor of these publishers, even other vendors source these purchases from Ingram.

Ingram has recently acquired Perseus' four distinct publisher services brands: Publisher Group West (PGW), Consortium Book Sales & Distribution, Perseus Distribution Services and Legato.

Through Ingram Publisher Services, Ingram has launched Ingram Academic Services, a service customized for university presses and academic publishers which includes state-of-the-art warehousing, print-on-demand network, digital asset management services and metadata management system. Clients of Ingram Academic Services include university presses and academic publishers from around the globe.

Print on Demand through Lightning Source
With facilities in the US, the UK, France and Australia, Lightning Source, an Ingram Content Group company, has a virtual inventory of over 13,600,000 titles representing more than 55,000 publishers. We print only what is needed to meet our customers' current demand-whether that's a single book order or 10,000. We not only give you access to content that was once extinct or hard-to-find, but also make it possible for low-volume titles to stay in print and for new titles to be released. All this translates into wider title selection and better customer service for your patrons and your community.
Once an order is placed, we have all the electronic data necessary to print and deliver the book to its intended destination. The distance between book-maker and book-reader has never been shorter. Print on demand through Lightning Source allows for a book to be printed in order in a range of formats within 24 hours, even if the order is for one book. On average we print 3,000,000 books per month.

Lightning Source titles are listed on ipage and are ordered through the same methods you usually use with Ingram - by telephone, fax, mail, or electronically. Lightning Source titles will be printed especially for you once the order is placed.

RFP
REQUEST FOR PROPOSAL
Title: Library Materials
Mid-Atlantic Library Alliance, MALiA

ATTACHMENT B

Service Requirements Deemed Important in Consideration of Contractor Selection

Offerors shall return a completed copy of this attachment with their proposals, indicating how they will meet each requirement in regard to the scope and suitability of the work to be performed, capability and capacity to fully satisfy contract requirements, the manner in which these services are to be provided, approach to providing the service, and ability to meet schedules. The following section is an itemized checklist of the service requirements to be considered. In the **space provided**, describe the services that will be performed by the contractor. Additional documents may be attached **only** if necessary.

LOT 1 – BOOKS

1.1 Approximate number of publishers/distributors you can supply (by category):

Ingram represents over 50,000 book publishers and imprints.

1.2. Approximate number of titles you currently supply:

Ingram leads the industry in maintaining an on-hand inventory of over 14,000,000 unique titles.

1.3. Types of materials you can supply (check all that apply):

X Fiction	X Backlist
X Nonfiction	X Out-of-Print
X Reference	X Continuations
X Current/Popular	

1.4 Types of audience you can supply

X Children
X Young Adult
X Adult

LOT 2- Audio/Visual

2.1 Approximate number of publishers/distributors you can supply (by category):

For spoken word audio, Ingram represents over 1,200 publishers and imprints. Ingram represents more than 980 video suppliers.

2.2. Approximate number of titles you currently supply:

Our spoken word audio inventory includes **150,000+ titles**, including abridged and unabridged editions including CD, MP3 and pre-recorded audio player formats. We also inventory more than **500,000 music titles** on Compact Disc, from classical to popular titles.

With **76,000+ DVD** and **13,000+ Blu-ray titles**, Ingram offers one of the most comprehensive inventories of DVDs in the country. Ingram represents more than 500 video suppliers with titles in categories such as popular box office, foreign and independent films, and family films. We also provide an extensive line of nonfiction and children's titles. Through our supplier, Ingram Entertainment, we provide access to nearly **1,000,000 DVD volumes**.

2.3. Types of materials you can supply (check all that apply):

__X___ Audio- Music/Spoken Word

2.3.1 ___ Cassette Tapes
__X__ Compact Discs

A) __X__ Classical
B) __X__ Popular
C) __X__ Spoken Word

__X__Video

2.3.2 _____ VHS
__X__ DVD
__X___ Blu-Ray

A) __X__Educational
B) __X__Feature/Entertainment
C) __X__Foreign
D) __X__ Instructional

2.4 Types of audience you can supply

__X___ Children
__X___ Young Adult
__X___ Adult

LOT 3 - SOFTWARE

3.1 Approximate number of publishers/distributors you can supply (by category):

Ingram provides video games from 52 game suppliers.

3.2. Approximate number of titles you currently supply:

Our video game inventory includes over **1,700 titles** from the following platforms: PlayStation®2 (PS2), PlayStation 3 (PS3), PlayStation 4 (PS4), PlayStation Vita, Xbox 360®, Xbox One, Nintendo® Wii™, Nintendo Wii Universe, Nintendo Dual Screen™ (Nintendo DS), Nintendo 3DS, and PlayStation®Portable (PSP).

3.3. Types of materials you can supply (check all that apply):

____Library
____Business
____ Home
____Educational
_X__Games

3.4 Types of audience you can supply

X__Children
X__Young Adult
X__Adult

LOT 4 – E- BOOKS

Ingram is entering a no bid for this category

4.1 Approximate number of publishers/distributors you can supply (by category):

4.2. Approximate number of titles you currently supply:

4.3. Types of materials you can supply (check all that apply):

_____ Fiction
_____ Nonfiction
_____ Reference
_____ Current/Popular
_____ Backlist
_____ Out-of-Print
_____ Continuations

4.4 Types of audience you can supply

__Children
__Young Adult
__Adult

4.5 Are you able to provide integrated search and access to full text on the same platform and user interface for both eBooks and databases?

4.6 Are your eBooks maintained on a third party dark archive, from which they could be made accessible in the event your platform ceases to exist?

4.7 For purchased eBooks, are there limits to the number of times per year any given title can be accessed or loaned?

4.8 Do you offer eBook download (download of entire eBooks)?

4.8.a Is there additional cost to enable download?

4.8.b Is the checkout period configurable by the library? To what extent?

4.8.c Is maximum simultaneous checkouts per user configurable?

4.8.d Do you offer holds functionality?

4.9 For purchased eBooks, what concurrent user options do you offer? If multiple, please specify number of concurrent users.

General questions pertaining to all formats.

1. Are you the sole source of any material offered? Yes____ No__X__

   If yes, describe:

2. Do you supply country of foreign publishers? Yes____ No__X__

   If yes, describe:

3. Provide evidence that demonstrates that your company maintains sufficient inventory to supply up to 10 copies of most titles without backordering.

Ingram typically maintains the following inventory figures in our national distribution centers:

- 35,000,000+ book units
- 470,000+ spoken word audio units
- 78,000+ DVD/Blu-ray units, with access to over 1,000,000 units at the Ingram Entertainment distribution center.

4. Describe how data about publishers/producers/distributors, titles, and availability are made available to customers.

ipage®
ipage is Ingram's web-based title selection, ordering, and account management tool. Customers with a current, active Ingram account are eligible for a free subscription to ipage, which offers libraries easy-to-use ordering capabilities and other features **at no cost for unlimited concurrent users**. Libraries recognize ipage as an integral timesaving tool whose collection development and acquisitions capabilities, along with its various account management tools, make day-to-day ordering and receiving tasks virtually hassle-free. ipage can be accessed at https://ipage.ingramcontent.com.

As a web-based tool, ipage offers 24/7 real-time inventory information, the ability to search by thousands of categories, as well as a robust array of publicity and product news sources. Here are just a few ipage features:

- Simple search by Title, ISBN, Author, Keyword, Series, Dewey®, and more
- Ingram stock information and real-time stock check
- Title descriptions
- Physical Information, LC Subjects, LCCN, Dewey
- Ability to create, edit, download, and/or order lists by clicking titles within ipage, importing a document to ipage, or pasting EANs into ipage.
- Sort by Author, Title, Binding, Dewey, ISBN, Price, Pub Date, Publisher, Standard Retail Price, Ingram Demand, and more
- List sharing options
- Download brief MARC order records

- ❖ Ordering and order status information
- ❖ Account management and reports
- ❖ ipage selection lists created by Ingram staff librarians
- ❖ Current publicity information
- ❖ Online catalogs
- ❖ Annotations and citations
- ❖ Cover images for selected titles
- ❖ Power search
- ❖ Boolean search
- ❖ Saved search
- ❖ Access to all titles in our Extended database
- ❖ Additional publicity information
- ❖ Excerpts for selected titles
- ❖ Review Citations
- ❖ Full text reviews for selected journals for a nominal annual fee

Additionally, here are just a few of the ipage features specific to DVD/Blu-ray product:

- ❖ Search by Title – Keyword or Start Of, Featuring, Product Code, Keyword(s),
- ❖ Stock information
- ❖ Title descriptions
- ❖ Sort by Title, Featuring, Product Code, Format, Studio, Release Date, US SRP
- ❖ Additional Information such as Features, View, Number of Units in Package, Awards, Dewey, Based on the Book
- ❖ Ability to create lists
- ❖ Advanced search by Directed By, MPAA Rating, and Featuring/Title

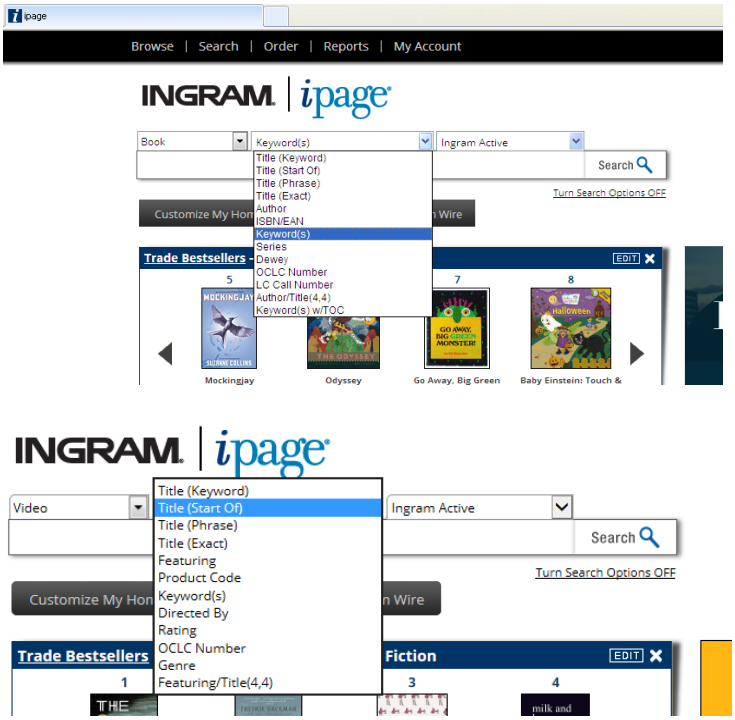
The Library's ipage accounts are created so that an Administrator designated by the Library has oversight capabilities to aggregate lists and manage users. The Administrator can add additional ipage users as required by the Library. Each user will be assigned a unique login and users can set their own password.

ipage is customer-driven, and **allows users to individually customize their ipage experience**. Users have even better tools to assist in prioritizing the critical information they need to search, order, and deliver more content to more patrons. ipage focuses on personalization and intuitive functionality. Customizable widgets allow users to design their own homepage with the tools they use most. Users can easily track bestsellers, access online catalogs, view custom lists, and bookmark favorite destinations in and outside of ipage.

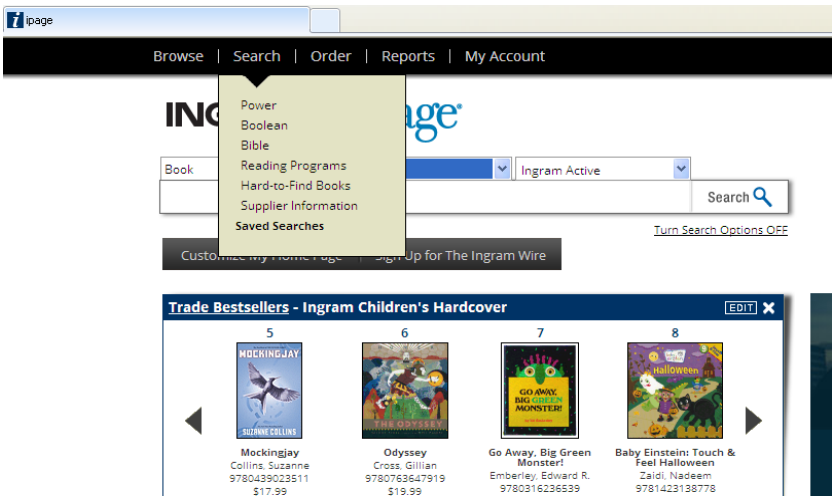
Benefits of ipage home page include:

- A simplified menu structure that allows our customers to find what they are looking for faster.
- Roll-over drop-down menu options for each functional area of ipage that enable users to get to content with less effort.
- More suggestions from Ingram product experts in our Ingram Lists & Picks area on the Browse menu.
- More ability to customize the homepage, including the ability to remove widgets and the ability to choose a background theme.
- Enhanced Simple Search options, including the ability to search across multiple product types.

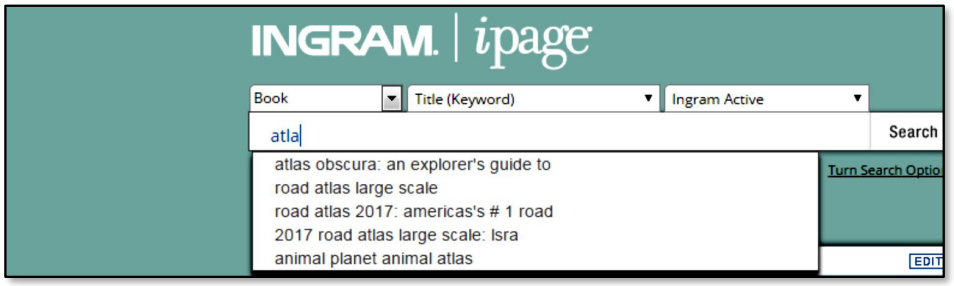
ipage Searching
ipage users do a fast and quick search for items using Simple Search. Simple Search is displayed at the top of every page within ipage.



Boolean Search and Power Search are also available. Power Search allows ipage users to focus their search to a much narrower list of titles by using some or all of a specific set of search criteria. This feature is invaluable when the user has only limited information about a specific title, or when the user wants a set of titles that fit within certain parameters. Through Power Search, the Library can look for titles by publisher, subject heading, format, language, and other filters not listed on the simple search feature.

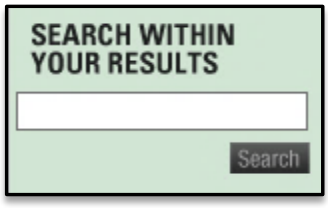


Predictive Searching
Predictive search functionality on ipage allows for more accurate and efficient searches across our entire database. This technology uses our top-demanded product data to offer suggested completions of the search term you are typing into the search bar, including Title (Start of) and Author:

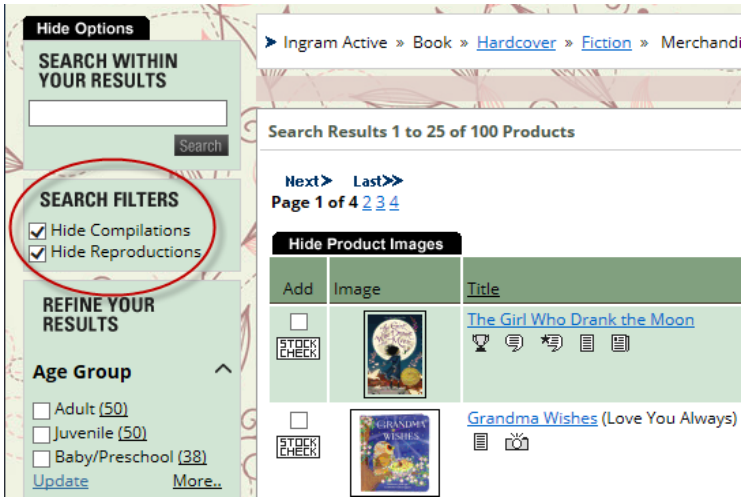


Users have the option to have predictive search off or on, by updating their account settings.

Search within Results
To the left of your results, you will see a box for searching within your results. Enter your search words and click the **Search** button. You can further refine your results as needed using the options and search feature located on the left.



Search Filters provide a better search experience for customers who do not purchase compilations, collections of public information, or reproductions of previously published public domain titles. This filter allows you to hide these product types from your search results.

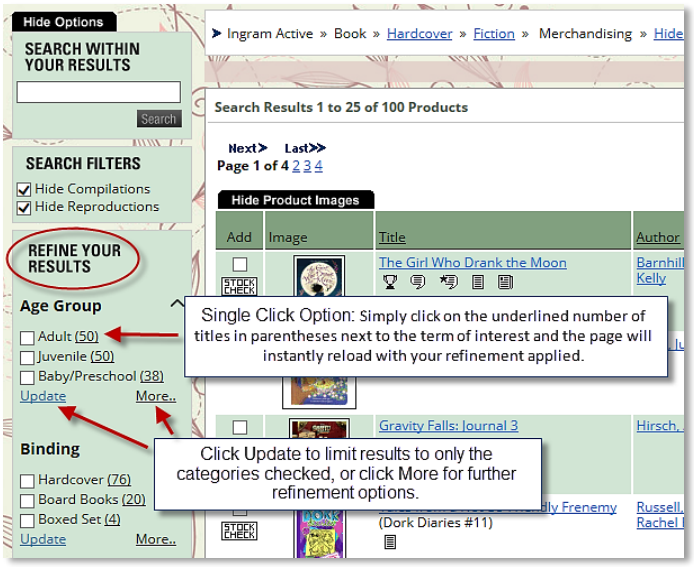


Search Refinements
When you perform an ipage search or view a list through the 'Browse' menu at the top of the ipage screen, you see search refinement options in the left panel alongside your search results. ipage's recent update includes a reordering of the refinement fields to better align with what is most useful to you. You can collapse any field not of interest to you and expand any additional fields that better meet your search needs by clicking on the up/down area to the right of each field. ipage will remember which fields you have collapsed or expanded for the next time you search.

Depending on the list, search refinements might include Age Group, **Binding**, **Publication Date, which may include forthcoming titles**, Contributor, **Price**, Format, Awards, Citation Source, BISAC Categories, Dewey Categories, Ingram Categories, Language, and Features.

Limiting Your Results
Quick Limit - If the refinement terms you are looking for are in the top three showing under the refinement field, check them off and click 'Update' to quickly limit your results. You can now select multiple terms to drill into your results.

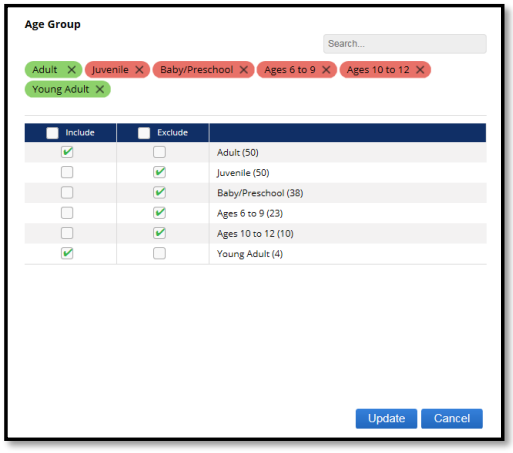
Search the Full List -
If you do not see the term you need immediately in the top three under your refinement option or if you want to exclude terms from your results, click the 'More...' link next to any field



Including and Excluding Search Terms

After clicking the "More" link, you can further refine your results:

- Scroll the list of terms by dragging the scrollbar up and down.
- Search for terms by entering letters and a text filter will quickly reveal matches.
- Select as many terms as you want to include in your results by checking them off in the 'Include' column.
- Exclude as many terms as you want by checking them off in the 'Exclude' column.
- Verify your selection with the intuitive green (include) and red (exclude) bubbles.
- Remove anything you do not want by clicking on the 'x' on the right side of the bubble or by unchecking it in the 'Include' and 'Exclude' columns.
- Click the 'Update' button to apply your refinements or 'Cancel' to go back to your results.



Backing out of the refinements you have applied to a search is easy and intuitive, too. For each refinement you apply, a breadcrumb will appear at the top of your search results. Click on the crumb to see exactly what limiter you have applied. If you want to remove a limiter, simply click on the 'x' on the right side of its bubble.

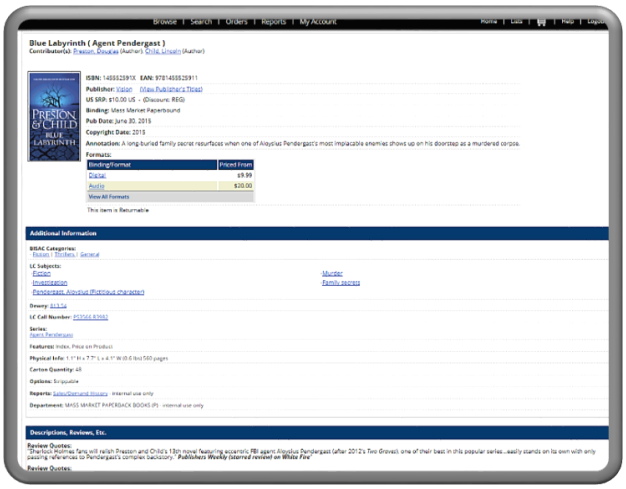
Search results can be sorted by the Title, Author, EAN/ISBN, Binding, Publisher, Pub Date, or SRP:

New for 2017: We've combined the robust functionality of Selection Lists with the filter options currently available for Search Results. This means that you can filter the items in your selection list by all of the refinement options already available for Search Results.

The new Search Result View also contains some new options at the item level. For each item, the user can perform actions such as Duplicate Check, Add or Edit Grid Information, or Edit other information about the item.

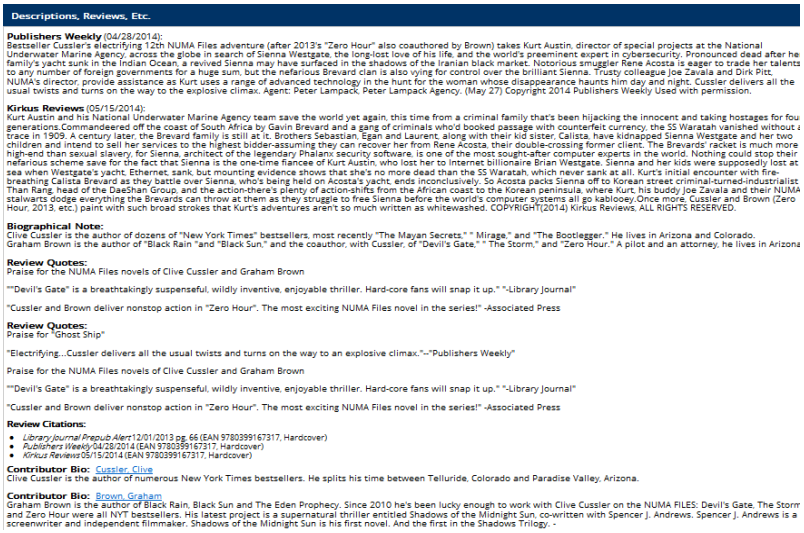
Batch Edit
The new Search Result view for Selection Lists enables users to identify and isolate items within a large list that meet certain criteria. For example, you could filter your selection list to show only those items where Dewey = Fiction or where Reading Level = Juvenile. Once you've isolated items using the search result filters, you can apply various edits to those items in batch.

Title Details
A Title Detail page on ipage includes title, contributor (author, illustrator, editor, etc.), ISBN/EAN, publisher, suggested retail price, binding, pub date, and copyright date. Details may also include any of the following as provided in the publisher metadata: cover image, BISAC categories, LC subjects, themes, OCLC number, Dewey, LC subjects, series, awards, features (Index, Price on Product, Excerpt), initial print run, target age group, physical information (dimensions, weight, number of pages), carton quantity, annotation, description, publisher marketing, review citations, review quotes, biographical notes, and full text reviews. Children's titles may include Accelerated Reader®, Scholastic Reading Counts!™ and Guided Reading Level information.



Reviews on ipage
ipage includes review citations and full text reviews from:

- *Booklist*
- *The Bulletin of the Center for Children's Books*
- *Criticas*
- *Foreword Magazine*
- *Hornbook Guide*
- *Hornbook Magazine*
- *Library Journal*
- *Kirkus Adult*
- *Kirkus Children's*
- *School Library Journal*
- *Publishers Weekly*
- *VOYA*
- *Shelf Awareness*
- *BookPage*
- *BlueInk Review*



Descriptions, Reviews, Etc.

Publishers Weekly (04/28/2014):
Bestseller Cussler's electrifying 12th NUMA Files adventure (after 2013's "Zero Hour" also coauthored by Brown) takes Kurt Austin, director of special projects at the National Underwater Marine Agency, across the globe in search of Sienna Westgate, the long-lost love of his life, and the world's preeminent expert in cybersecurity. Pronounced dead after he family's yacht sunk in the Indian Ocean, a revived Sienna may have surfaced in the shadows of the Iranian black market. Notorious smuggler Rene Acosta is eager to trade her talents to any number of foreign governments for a huge sum, but the nefarious Brevard clan is also vying for control over the brilliant Sienna. Trusty colleague Joe Zavala and Dirk Pitt, NUMA's director, provide assistance as Kurt uses a range of advanced technology in the hunt for the woman whose disappearance haunts him day and night. Cussler delivers all the usual twists and turns on the way to the explosive climax. Agent: Peter Lampack, Peter Lampack Agency. (May 27) Copyright 2014 Publishers Weekly Used with permission.

Kirkus Reviews (05/15/2014):
Kurt Austin and his National Underwater Marine Agency team save the world yet again, this time from a criminal family that's been hijacking the innocent and taking hostages for fou generations.Commandeered off the coast of South Africa by Gavin Brevard and a gang of criminals who'd booked passage with counterfeit currency, the SS Waratah vanished without a trace in 1909. A century later, the Brevard family is still at it. Brothers Sebastian, Egan and Laurent, along with their kid sister, Calista, have kidnapped Sienna Westgate and her two children and intend to sell her services to the highest bidder-assuming they can recover her from Rene Acosta, their double-crossing former client. The Brevards' racket is much more high-end than sexual slavery, for Sienna, architect of the legendary Phalanx security software, is one of the most sought-after computer experts in the world. Nothing could stop their nefarious scheme save for the fact that Sienna is the one-time fiancee of Kurt Austin, who lost her to Internet billionaire Brian Westgate. Sienna and her kids were supposedly lost at sea when Westgate's yacht, Ethernet, sank, but mounting evidence shows that she's no more dead than the SS Waratah, which never sank at all. Kurt's initial encounter with fire-breathing Calista Brevard as they battle over Sienna, who's being held on Acosta's yacht, ends inconclusively. So Acosta packs Sienna off to Korean street criminal-turned-industrialist Thari Rang, head of the DaeShan Group, and the action-there's plenty of action-shifts from the African coast to the Korean peninsula, where Kurt, his buddy Joe Zavala and their NUMA stalwarts dodge everything the Brevards can throw at them as they struggle to free Sienna before the world's computer systems all go kablooey.Once more, Cussler and Brown (Zero Hour, 2013, etc.) paint with such broad strokes that Kurt's adventures aren't so much written as whitewashed. COPYRIGHT(2014) Kirkus Reviews, ALL RIGHTS RESERVED.

Biographical Note:
Clive Cussler is the author of dozens of "New York Times" bestsellers, most recently "The Mayan Secrets," " Mirage," and "The Bootlegger." He lives in Arizona and Colorado.. Graham Brown is the author of "Black Rain "and "Black Sun," and the coauthor, with Cussler, of "Devil's Gate," " The Storm," and "Zero Hour." A pilot and an attorney, he lives in Arizona

Review Quotes:
Praise for the NUMA Files novels of Clive Cussler and Graham Brown

""Devil's Gate" is a breathtakingly suspenseful, wildly inventive, enjoyable thriller. Hard-core fans will snap it up." "-Library Journal"

"Cussler and Brown deliver nonstop action in "Zero Hour". The most exciting NUMA Files novel in the series!" -Associated Press

Review Quotes:
Praise for "Ghost Ship"

"Electrifying...Cussler delivers all the usual twists and turns on the way to an explosive climax."--"Publishers Weekly"

Praise for the NUMA Files novels of Clive Cussler and Graham Brown

""Devil's Gate" is a breathtakingly suspenseful, wildly inventive, enjoyable thriller. Hard-core fans will snap it up." "-Library Journal"

"Cussler and Brown deliver nonstop action in "Zero Hour". The most exciting NUMA Files novel in the series!" -Associated Press

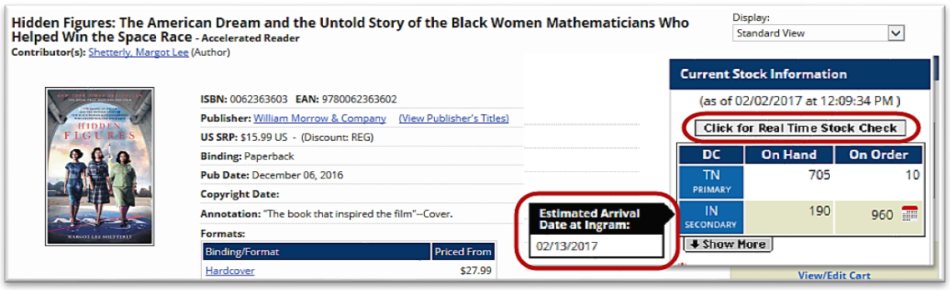
Review Citations:
- *Library Journal Prepub Alert* 12/01/2013 pg. 66 (EAN 9780399167317, Hardcover)
- *Publishers Weekly* 04/28/2014 (EAN 9780399167317, Hardcover)
- *Kirkus Reviews* 05/15/2014 (EAN 9780399167317, Hardcover)

Contributor Bio: Cussler, Clive
Clive Cussler is the author of numerous New York Times bestsellers. He splits his time between Telluride, Colorado and Paradise Valley, Arizona.

Contributor Bio: Brown, Graham
Graham Brown is the author of Black Rain, Black Sun and The Eden Prophecy. Since 2010 he's been lucky enough to work with Clive Cussler on the NUMA FILES: Devil's Gate, The Storm and Zero Hour were all NYT bestsellers. His latest project is a supernatural thriller entitled Shadows of the Midnight Sun, co-written with Spencer J. Andrews. Spencer J. Andrews is a screenwriter and independent filmmaker. Shadows of the Midnight Sun is his first novel. And the first in the Shadows Trilogy. -

While not all titles on ipage have reviews, we display the review information for print titles where it exists. If a Library wishes to view full-text reviews, there is a nominal fee of $300.00 per year for that additional service. The Library also has the option of paying in installments of $30.00 per month.

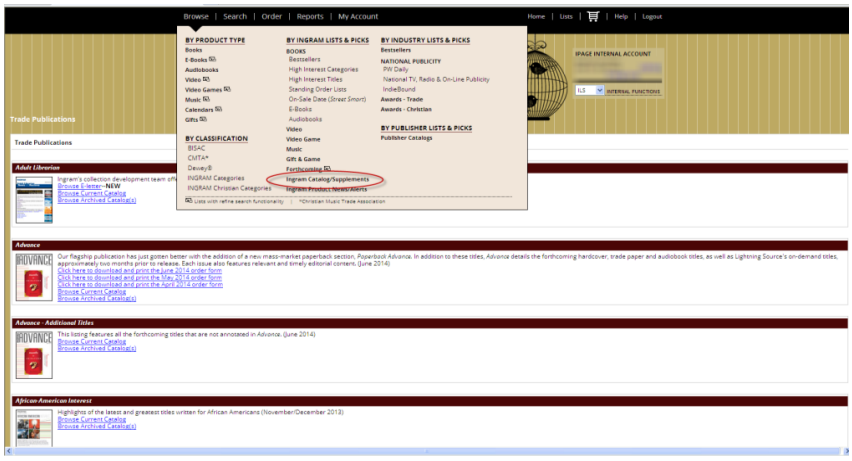
Real Time Stock Check
ipage provides a real time stock check of Ingram inventory directly on the Title Detail screen. The Library's assigned primary and secondary distribution centers will be displayed. ipage shows both on hand inventory and number of copies on order with the publisher, and for titles on order, may include the estimated arrival date at Ingram. The Library can access refreshed inventory numbers by simply clicking the button.



In addition, stock check is available when looking at lists of titles either through search results or on selection lists, without having to go to the detail page for individual titles. Note that "On Order" stock for DVD titles shown on ipage reflects the inventory level in the Tennessee Ingram Entertainment distribution center. Upon order, they are received in our distribution center in 24 hours.

Catalogs

Ingram's comprehensive family of trade catalogs showcases forthcoming and recently published titles in an attractive and easy-to-follow layout. Our catalogs also feature relevant and timely editorial content including author interviews, merchandising tips, and product news to help librarians stay abreast of trends in the book world. For those who like to shop from their computer, online access to catalog content is available to all ipage subscribers. E-Catalogs transform existing print publications into enhanced web versions with multiple browsing options and interactive features including keyword search, zoom and magnifier functions, sticky notes, e-mail options, and easy ordering. Simply click any of the E-Catalog links on ipage to start browsing.

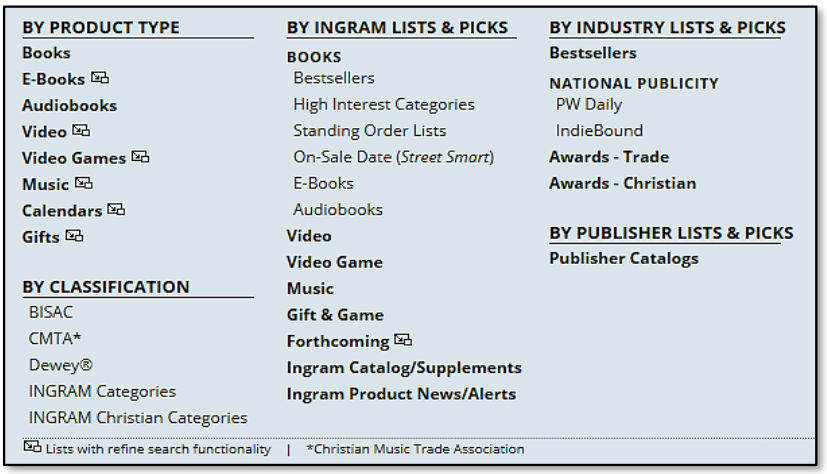


Complimentary Curation Services for Collection Development
Ingram's MLS-degreed Collection Development librarians provide a wide array of lists **at no charge** to Ingram customers on ipage under the Browse menu, including everything from African American lists, to Youth High/Low Popular Reading titles, to Spanish resources, to replenishment lists by Dewey® and end-of-year spending lists, and more. These lists are regularly updated and can be added to an existing or new selection list with a click of a button for ordering.

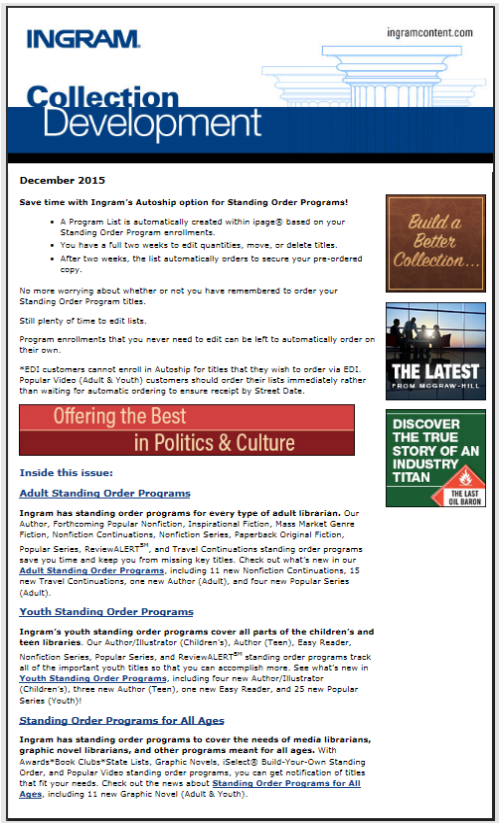
The Browse tab also lists resources and information on products of interest to librarians, including lists of products in categories such as award winning books and bestsellers. You can also access innovative and creative lists of products you may wish to stock.

Browse features in ipage include:

- Browse by Product Type - books, audiobooks, video, video games and music
- Browse by Classification - BISAC, Dewey, and Ingram Categories
- Ingram Lists & Picks - including bestsellers, high interest categories, and standing order lists
- Ingram Catalogs



E-Communications
Ingram Library Services offers a host of free electronic newsletters designed to inform, entertain, and offer ideas and resources for collection development. Examples of these newsletters are *Adult Librarian News & Reviews, News and Reviews for the Youth Librarian,* and our *Collection Development* newsletter including important information on Ingram's Standing Order programs.



The Ingram Wire

Relevant book news and collection development information is delivered directly to your desktop with the Ingram Wire. Through this user-friendly downloadable desktop app, built on Adobe® AIR™ and compatible with both PC and Mac, librarians receive stock news on fast-moving products specific to their assigned distribution center, alerts on top awards and breaking events, as well as "backorder now" messages to ensure they are among the first for allocations. From the desktop, users can click directly to ipage to place orders. Libraries can download the application at www.ingramwire.com.

5. Do you offer an electronic system for placing orders and performing related services? Yes_X__ No____

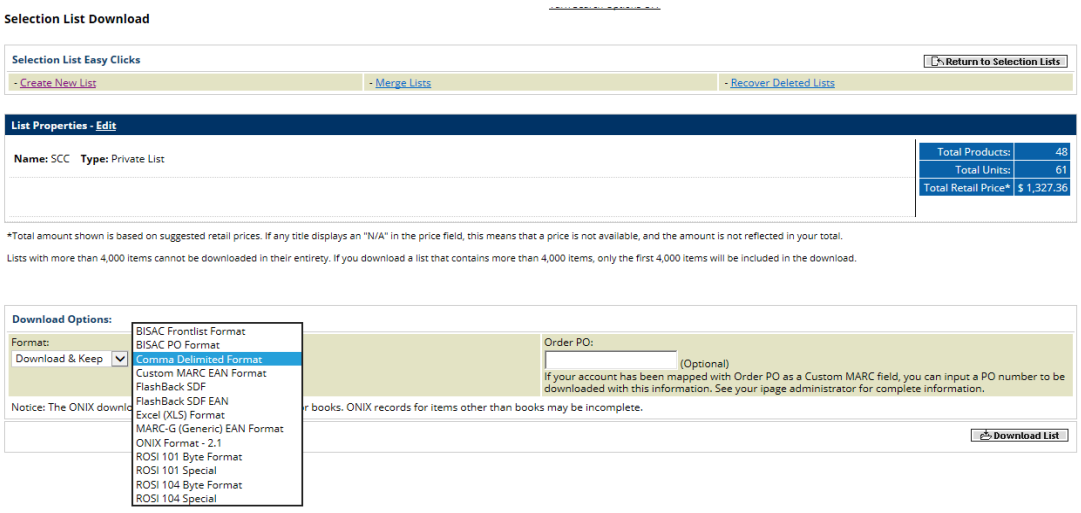
   If yes, describe costs and what equipment, etc., is needed by MALIA libraries to participate.

Ingram can accept orders electronically via email, EDI (Electronic Data Interchange) or through ipage. Emails with attached orders should be sent to ILS.orders@ingramcontent.com. ipage ordering is described below. EDI information is included in the following question. Electronic ordering is offered at no additional charge from Ingram.

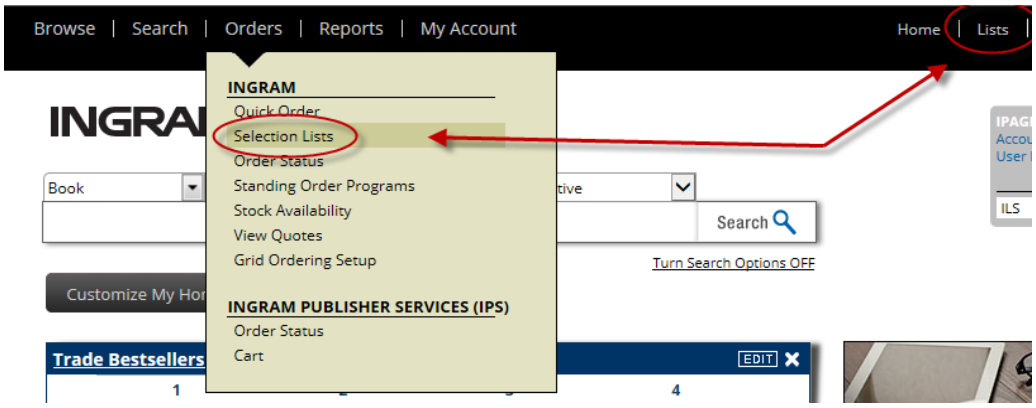
ipage Selection List Ordering
ipage selection lists, similar to the shopping cart functionality found in other Internet sites, are among the most versatile features on ipage. They're the starting points for using ipage for ordering. Once you create a list, you may add products, delete products, move products to other selection lists, or send it as an online order.

Ordering online using our selection list functionality enables the Library to create multiple title lists. These can be downloaded in a variety of formats such as BISAC, FlashBack®, or brief MARC order records for import into your ordering or library automation system, provided that one or more of these formats is compatible.

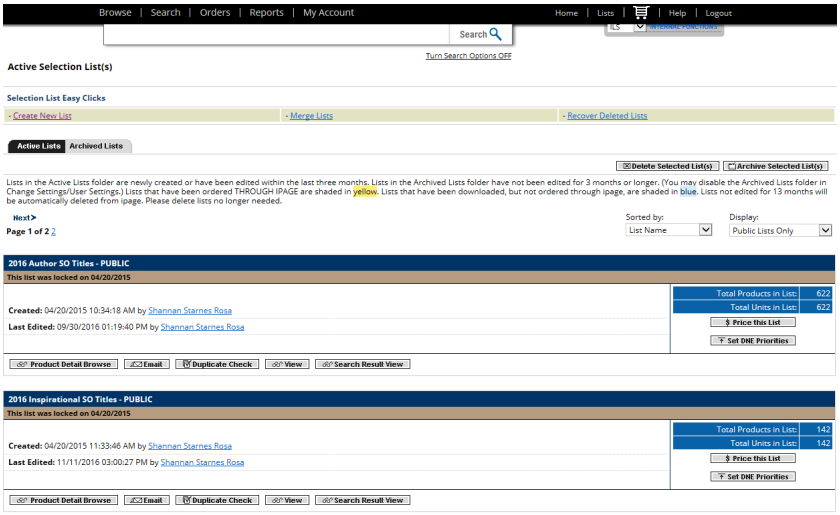
Any selection list in ipage; including Ingram selection lists, standing order list or library created lists, can be downloaded in Excel format, and subsequently uploaded into the library's ILS acquisition system for order placement via EDI.



Selection lists can be easily accessed in ipage in two ways: via the **Lists** drop down menu, or via the **Selection Lists** link under the **Order** drop down menu.



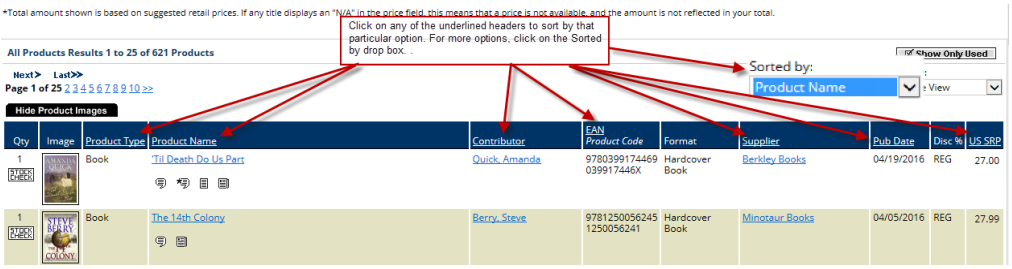
An **Active Selection List(s)** page appears. This page is the starting place for you to navigate to your selection lists or orders, or to manage your selection lists.



At the **Active Selection List** page you can:

- ✓ create a new list
- ✓ merge lists (from two to ten lists at a time)
- ✓ recover deleted lists (within a specified timeframe)
- ✓ view or edit lists
- ✓ check stock availability
- ✓ utilize the “Price this List” feature
- ✓ set “Do Not Exceed” priorities
- ✓ Product Detail Browse
- ✓ E-mail lists
- ✓ download lists
- ✓ check for duplicates
- ✓ delete or archive selected list

Clicking the **View** button displays all titles on a selection list. To change the sort order, Users can sort by Product Type (i.e. book), Product Name (title), Contributor (author), EAN/ (product code), format, Supplier (publisher), pub date, and US SRP (U.S. suggested retail price). Additional sort options are available by clicking the arrow in the **Sorted By** box. A few of the additional sort options include BISAC Category, Dewey, and Ingram Demand.



While carts cannot be transferred in ipage, lists can be shared with others in the account. ipage allows you to create the following types of selection lists:

- For a **Private List**, only the user who created the list and the user's ipage Administrator can view or edit it.
- For a **Public List**, only users who are in the same ipage account as the user who created the list can view or edit it.
- For a **Shared List**, only users who are in the same Ship to account as the user who created the list can view or edit it.

The creator of a selection list also has the ability to lock lists to prevent others in the account from making various changes. There are two levels of list locking:

- **Title Lock:** Other users in the account can view the existing list and can add notes, quantities, or grid information. Users other than the creator or administrator cannot add or takeaway titles from the list. This includes the ability to "see" this list name when adding items from search results or title detail.
- **List Lock:** No edits can be made to the list at all, including the changing of quantities, adding or taking away items from the list, etc.

6. Do you support online order transfer from the local library's acquisition system? Yes_X_ No__

Cross out the items not covered: adult trade hardcover, quality paperbacks, mass-market paperbacks, pre-bound paperbacks; juvenile trade hardcover, publishers' library bindings, prebound books; university press trade and non-trade; serial book continuations; reference works; audio (spoken word), audio (music), video, software, ~~CD-ROM~~.

If yes, what equipment, etc., is needed by libraries to participate?

With a group of specialists dedicated to EDI functionality, Ingram works with automation vendors to ensure all automation systems communicate effectively with ours resulting in efficient order

placement. Ingram makes library automation system vendors aware of new developments and features in EDI as well as works with new vendors as they develop EDI functionality.

Ingram supports both basic and enriched ordering via EDI. Enriched capabilities depend upon the automation system vendor and typically includes sending line item specific information such as location, fund, and collection type along with the quantity. This information is used in the processing of materials and creation of holdings in MARC records purchased by the library.

When a library wants to implement EDI, Ingram specialists provide you with the information needed to configure your local system, assist with ipage record setup and downloading, and run a test order through our system for you to verify the results.

Ingram supports EDI Transaction types and formats based on the capabilities of the library automation system.

The following shows supported vendor and systems:

Vendor	System Name	EDI Format	Purchase Order (PO)	Purchase Order Acknowledgment (POA)	Electronic Invoice	Enriched EDI	Advance Ship Notice (ASN)
Auto-Graphics	Verso	X12	✓	✓	✓		
Biblionix	Biblionix	X12	✓	✓	✓		
ExLibris	Aleph	EDIFACT	✓	✓	✓		
Innovative Interfaces	Millennium	EDIFACT	✓	✓	✓	✓	
(Open Source)	Evergreen	EDIFACT	✓	✓	✓	✓	
(Open Source)	Koha/GetIt	X12	✓	✓	✓		
Polaris	Polaris	X12	✓	✓	✓	✓	✓
Sirsi-Dynix	Symphony	X12	✓	✓	✓	✓	
Sirsi-Dynix	Horizon	EDIFACT	✓	✓	✓	✓	
The Library Corporation	OSA	X12	✓	✓	✓	✓	
The Library Corporation	CARL · X	X12	✓	✓	✓	✓	
(Open Source)	ALMA / ExLibris	EDIFACT	✓		✓		
(Open Source)	KOHA/ByWaterSolutions	EDIFACT	✓		✓		

Communications for all EDI formats and transactions is supported via FTP.

7. Do you require a minimum order requirement including, rush orders? Yes____ No_X__

   If yes, describe:

8. Do you accept telephone-ordering and/or E-mail for rush orders? Yes_X__ No____

If yes, describe:

Rush Orders
Ingram defines a “rush” order as one that requires immediate turnaround and special shipping. These orders differ from a regular order in that they do not receive processing or cataloging services, are generally very small orders, and are placed with no backorders accepted.

Ingram can accept book "rush" orders via toll-free telephone. All orders receive immediate online order entry, as well as instant title and stock verification. Rush orders will be shipped via UPS or other Ingram selected freight method.

Ingram does not charge additional freight for orders that ship with your regularly scheduled shipments via standard transportation. Only rush orders that require next day delivery will incur a freight charge.

It is our experience that the need for next day delivery is extremely rare with our customers. Should the Library require expedited services for an account, such as minimal processing and no cataloging on titles that require a faster turn time, we are happy to discuss your requirements and work to profile accounts as needed.

Items placed on a separate Rush account will be invoiced as shipped. If the Library profiles the account to receive no backorders, then the items in stock would ship and all other items cancel. The Library would then receive one invoice for the purchase order. Rush orders would ship from a single distribution center exclusively.

If the Library has a different definition for Rush Orders, such as items that receive cataloging and processing but that have a faster turn timer than your stated standard 30 days, we are happy to discuss how we can profile your account(s) to meet your requirements.

9. Do you assess a service charge for any item ordered on behalf of the library? Yes___ No_X__

If yes, how is charge calculated and on what items?

10. Do you offer continuation service for serial books? Yes_X__ No____

If yes, describe how you accomplish the goal of providing additional titles in a series and any limit on the service.

Ingram has a wide array of no-commitment Standing Order Programs for our library customers. These Programs allow libraries to keep important portions of their collections up-to-date automatically and to more fully develop parts of the collection to meet community needs. Each Program is specially designed to provide the latest releases with full customization, minimum hassle, and standard discounts. There is no extra charge for participating in our Programs.

With the options of enrolling as "Report Only" or "Auto-Ship", Ingram standing order programs are designed to provide the ultimate flexibility. Libraries enrolled under the Auto-Ship option have two weeks to edit quantities or delete titles before the list is automatically ordered. Customers have the option of modifying quantities or canceling any order before the titles are in process to be shipped, and may edit program enrollments at any time. **With Ingram, you never receive titles in your library unannounced**.

We recognize that many libraries prefer to place their own orders, either through ipage or their Integrated Library System, and so we offer a Report Only option. The Library can review the title lists, upload final selections to their ILS and place orders solely at their convenience. With this Report Only option, **our programs serve as a new title notification system**.

New titles are added to Ingram's database several months in advance of publication. To participate in a standing order, a customer completes an online enrollment form, letting us know the quantity, and in some cases binding type, of the titles they wish to receive. Based on this profile, we place the titles on backorder (generally 2 to 3 months before release). The Program lists will appear in ipage under *Lists/All Program Lists* each month, and the library receives email notification that a list has been created.

For customers who select the Auto-Ship feature, major hardcover titles will ship as soon as they are received or by the street date. Otherwise, titles will consolidate with your next shipment or ship within 15 days of receipt, whichever comes first. Report Only customers can place their order at any time.

Nonfiction and Continuations Programs

Through our Nonfiction and Continuations Standing Order Programs, Ingram can supply materials that are updated annually. Ingram monitors more than 13,655 of the industry's best series and continuations offerings. We maintain these programs so that we only offer *active* series and continuations in order to save libraries time and to prevent budgeting headaches.

Nonfiction Continuations (Adult) Standing Order Program

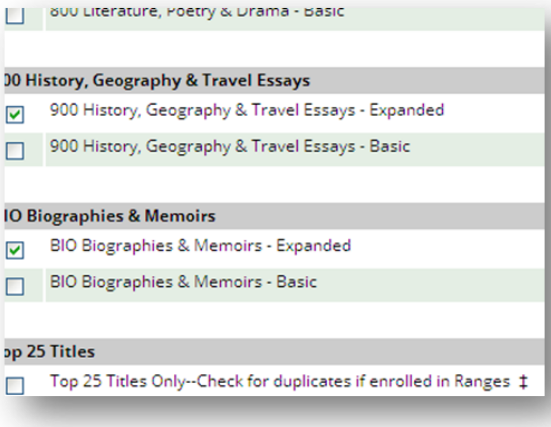
Libraries can stay updated on reference books, career guides, legal handbooks, test prep guides, tax guides, and other frequently updated titles through Ingram's Nonfiction Continuations Program.

New titles are added to Ingram's database several months in advance of publication, and the Nonfiction Continuations Program automatically places these titles on selection lists for libraries based on their completed profiles. If a library does not want to see every new edition of a title, they can choose a cycle such as every other year or every third edition. Ingram's experienced specialists track publications, changes, cessations, and postponements and changes are reported to our customers.

Travel Continuations Standing Order Program
Travel guides are frequently updated, and library patrons require the most current information for popular destinations such as Disney, Europe, and the Caribbean. Ingram's Travel Continuations Program takes the guesswork out of the travel publishing cycle. This program provides a flexible method of receiving best-selling travel titles, as well as providing a broad selection of travel guidebooks. The Library can choose to track updated titles on a cycle, i.e. every other update of a title.

Forthcoming Popular Nonfiction (Adult) Standing Order Program
With Ingram's Forthcoming Popular Adult Nonfiction Standing Order Program, it's easy to order top nonfiction titles within each Dewey® Range and have them on the shelves and ready for circulation by publication date. Ingram's MLS-degreed librarians and expert buyers work closely with publishers to anticipate the titles that will resonate with patrons. Each month, they select the best forthcoming nonfiction titles within each Dewey Range plus the top 25 titles overall and automatically include them on a Selection List within ipage several months before they are published.

While the number of titles can vary according to the season, customers will receive a balanced selection geared toward public libraries. Libraries may choose Basic for a smaller selection or Expanded for a larger selection in each Dewey Range.



Nonfiction Series (Youth) Standing Order Program
Libraries having trouble keeping up with the latest in their young patrons' favorite nonfiction book series can let the Nonfiction Series (Youth) Standing Order Program send lists of the forthcoming titles that they have enrolled in. Most titles run three months pre-publication.

11. Do you offer leasing programs for books, audiobooks (CD or cassettes), music CDs, or video recordings (DVD or VHS)? Yes____ No_X__

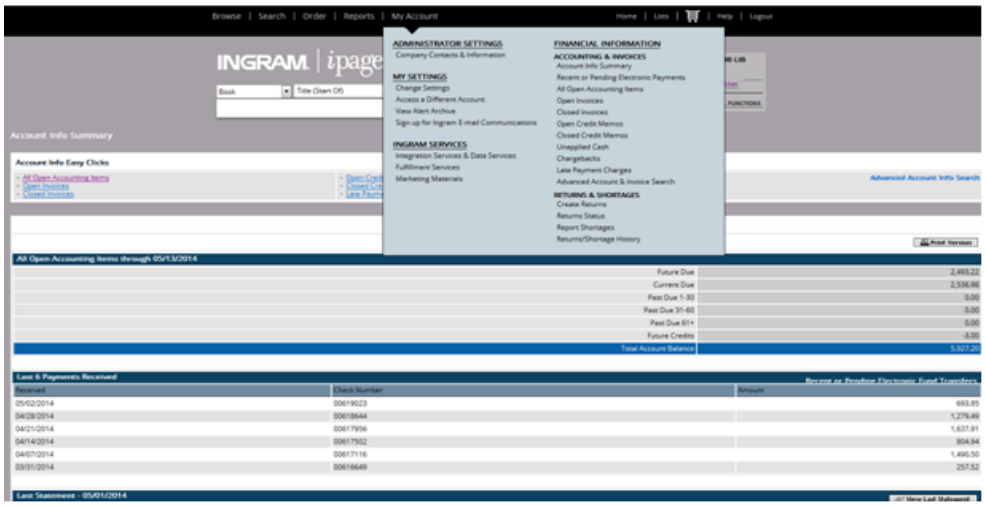
If yes, describe the services offered.

12. Reports: Describe the types and formats of reports that can be generated, schedule for supplying routine reports, list any costs, and include sample copies.

12.1. Management reports: Examples include shipment history, title reports, etc.

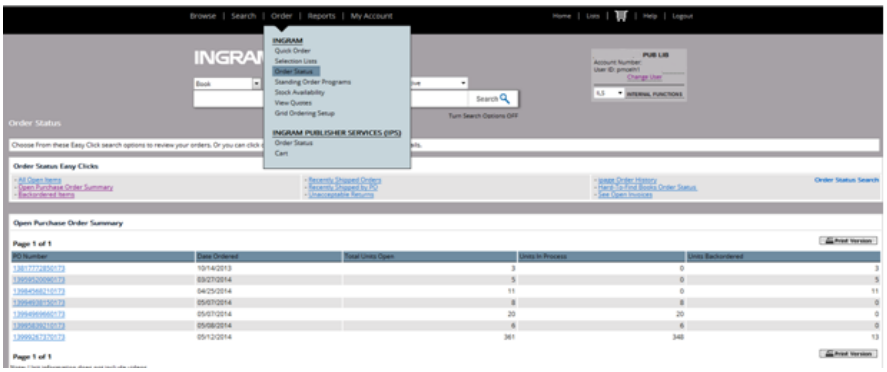
ipage has many account management tools. Through ipage, you can:

- Review your current account information, such as standard backorder instructions, primary distribution center, and more.
- Keep your contacts up-to-date with Ingram and make sure the right people receive the information they need to help you manage your account.
- Review your average discount.

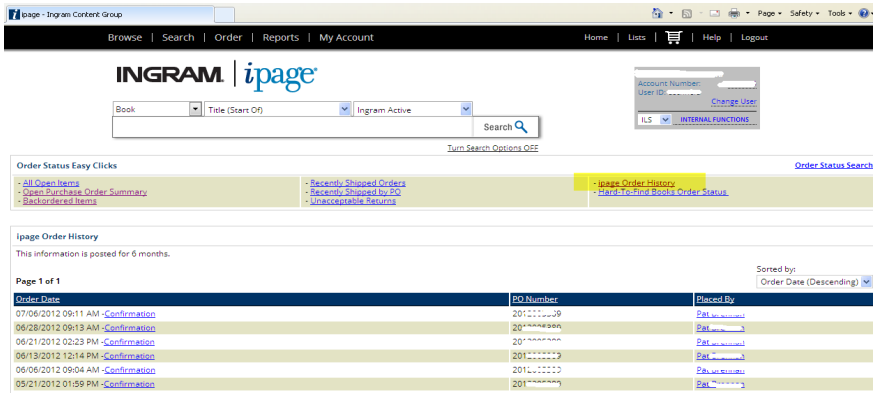


Order Status information is available on ipage under the Order drop down menu. Under the Order drop down menu, simply click Order Status for a listing of Order Easy Clicks, including:

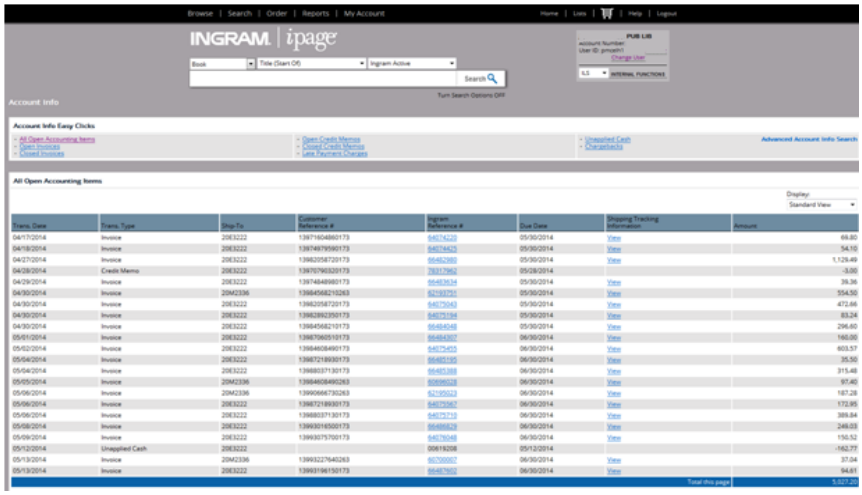
- All Open Items
- Open Purchase Order Summary, which includes the PO number, date ordered, total units open, units in process, and units backordered
- Backordered Items, which includes date ordered, product code, product name, format, PO number, quantity, and warehouse
- Recently Shipped Orders, which includes date shipped, order entry number, number of cartons, and shipping tracking number
- ipage order history, which shows order date and time, PO number, and who placed the order. It also provides a link to an Order Confirmation which gives a detailed summary of the order, including title, author, ISBN, whether the item is shipped or backordered, and retail price.



ipage Order History is posted for 6 months, and can be sorter by order date, PO number, or “placed by.”



Financial Information includes open and closed invoices and credit memos.



Reports are also available for printing by clicking on the “print version” button.

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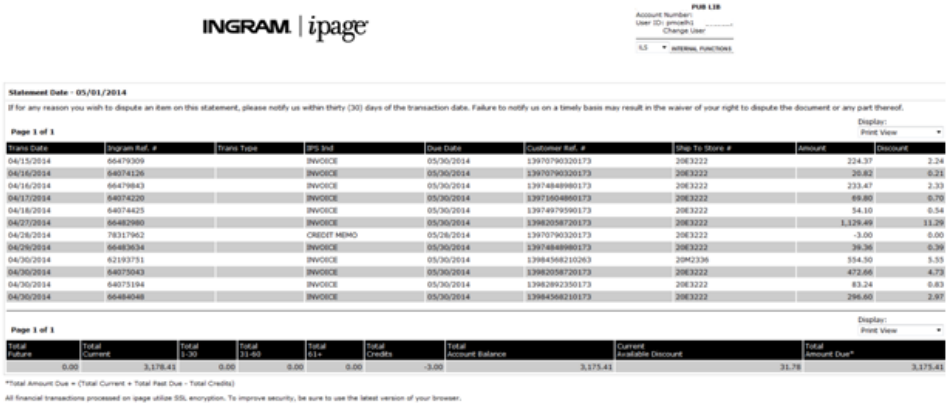


Statement Date - 05/01/2014

If for any reason you wish to dispute an item on this statement, please notify us within thirty (30) days of the transaction date. Failure to notify us on a timely basis may result in the waiver of your right to dispute the document or any part thereof.

Page 1 of 1

Trans Date	Ingram Ref. #	Trans Type	IPS Inv#	Due Date	Customer Ref. #	Ship To Store #	Amount	Discount
04/15/2014	66479309		INVOICE	05/30/2014	13970790320173	20E3222	224.37	2.24
04/16/2014	64074126		INVOICE	05/30/2014	13970790320173	20E3222	20.82	0.21
04/16/2014	66479843		INVOICE	05/30/2014	13974848980173	20E3222	233.47	2.33
04/17/2014	64074220		INVOICE	05/30/2014	13971604860173	20E3222	69.80	0.70
04/18/2014	64074425		INVOICE	05/30/2014	13974979590173	20E3222	54.10	0.54
04/27/2014	66482980		INVOICE	05/30/2014	13982058720173	20E3222	1,129.49	11.29
04/28/2014	78317962		CREDIT MEMO	05/28/2014	13970790320173	20E3222	-3.00	0.00
04/29/2014	66483634		INVOICE	05/30/2014	13974848980173	20E3222	39.36	0.39
04/30/2014	62193751		INVOICE	05/30/2014	13984568210263	20M2336	554.50	5.55
04/30/2014	64075043		INVOICE	05/30/2014	13982058720173	20E3222	472.64	4.73
04/30/2014	64075194		INVOICE	05/30/2014	13982892350173	20E3222	83.24	0.83
04/30/2014	66484048		INVOICE	05/30/2014	13984568210173	20E3222	296.60	2.97

Page 1 of 1

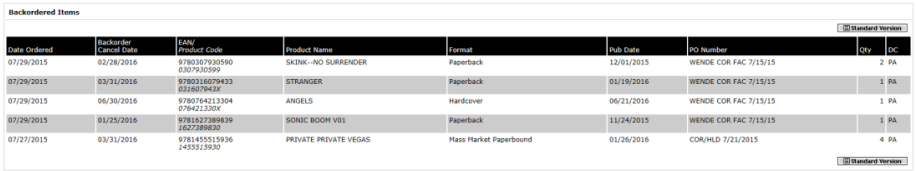
Total Future	Total Current	Total 1-30	Total 31-60	Total 61+	Total Credits	Total Account Balance	Current Available Discount	Total Amount Due*
0.00	3,178.41	0.00	0.00	0.00	-3.00	3,175.41	31.78	3,175.41

*Total Amount Due = (Total Current + Total Past Due - Total Credits)

All financial transactions processed on ipage utilize SSL encryption. To improve security, be sure to use the latest version of your browser.

Sample ipage Order Status Report – Backorders:

INGRAM | ipage

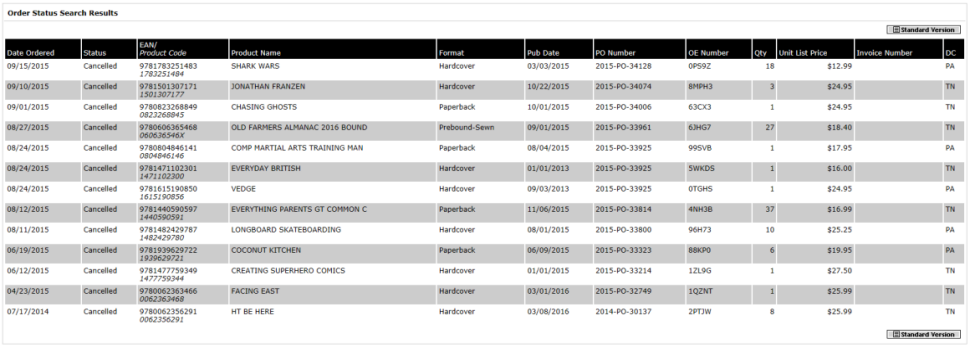


Backordered Items

Date Ordered	Backorder Cancel Date	EAN/ Product Code	Product Name	Format	Pub Date	PO Number	Qty	DC
07/29/2015	02/28/2016	9780307930590 0307930599	SKINK--NO SURRENDER	Paperback	12/01/2015	WENDE COR FAC 7/15/15	2	PA
07/29/2015	03/31/2016	978031607943 0316079433X	STRANGER	Paperback	01/19/2016	WENDE COR FAC 7/15/15	1	PA
07/29/2015	06/30/2016	9780764213304 076421330X	ANGELS	Hardcover	06/21/2016	WENDE COR FAC 7/15/15	1	PA
07/29/2015	01/25/2016	9781627389839 1627389830	SONIC BOOM V01	Paperback	11/24/2015	WENDE COR FAC 7/15/15	1	PA
07/27/2015	03/31/2016	9781455515936 1455515930	PRIVATE PRIVATE VEGAS	Mass Market Paperbound	01/26/2016	COR/HLD 7/21/2015	4	PA

Sample ipage Order Status Report – Cancelled Items:

INGRAM | ipage

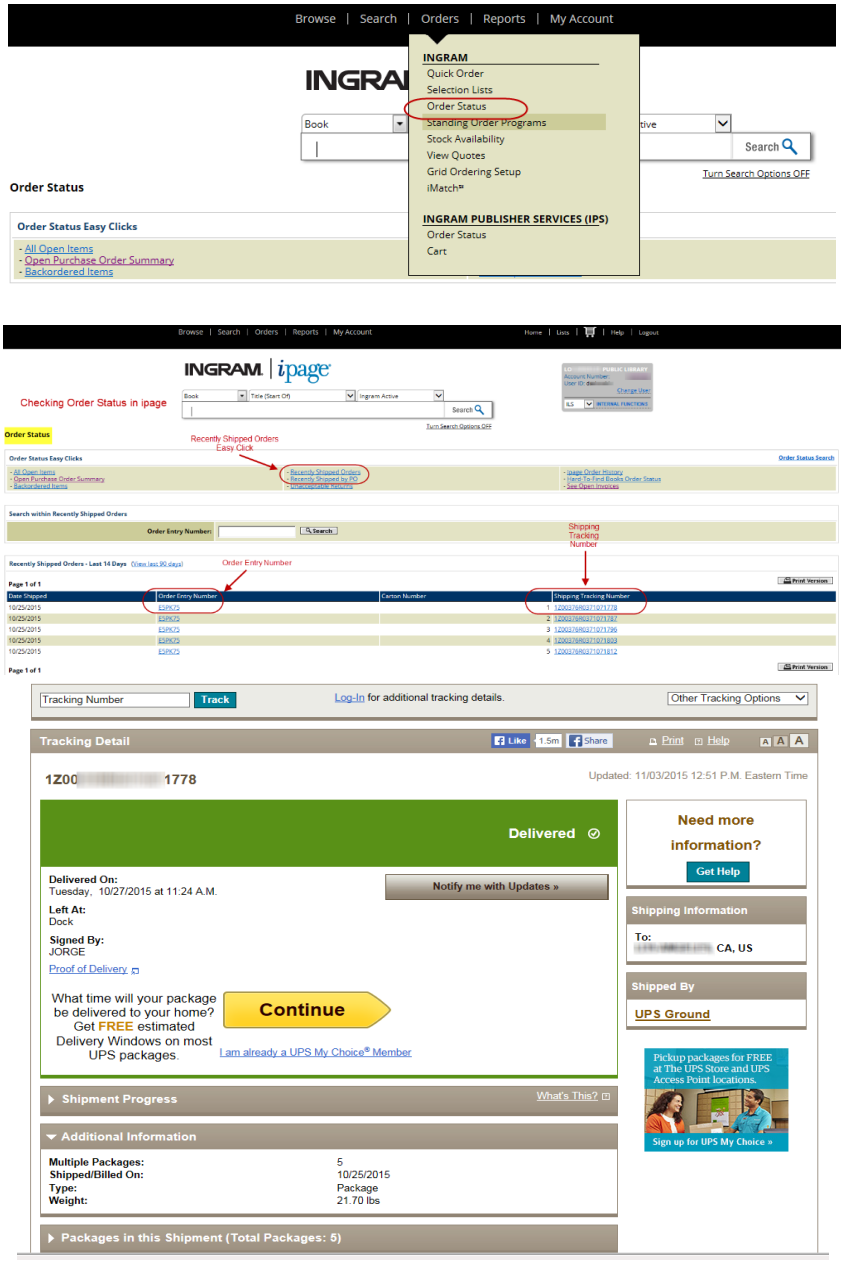


Order Status Search Results

Date Ordered	Status	EAN/ Product Code	Product Name	Format	Pub Date	PO Number	OE Number	Qty	Unit List Price	Invoice Number	DC
09/15/2015	Cancelled	9781783251483 1783251484	SHARK WARS	Hardcover	03/03/2015	2015-PO-34128	0PS9Z	18	$12.99		PA
09/10/2015	Cancelled	9781501307171 1501307177	JONATHAN FRANZEN	Hardcover	10/22/2015	2015-PO-34074	8MPH3	3	$24.95		TN
09/01/2015	Cancelled	9780823268849 0823268845	CHASING GHOSTS	Paperback	10/01/2015	2015-PO-34006	63CX3	1	$24.95		TN
08/27/2015	Cancelled	978060636546 060636546X	OLD FARMERS ALMANAC 2016 BOUND	Prebound-Sewn	09/01/2015	2015-PO-33961	6JHG7	27	$18.40		TN
08/24/2015	Cancelled	9780804846141 0804846146	COMP MARTIAL ARTS TRAINING MAN	Paperback	08/04/2015	2015-PO-33925	99SVB	1	$17.95		PA
08/24/2015	Cancelled	9781471102301 1471102300	EVERYDAY BRITISH	Hardcover	01/01/2013	2015-PO-33925	5WKDS	1	$16.00		TN
08/24/2015	Cancelled	9781615190850 1615190856	VEDGE	Hardcover	09/03/2013	2015-PO-33925	0TGHS	1	$24.95		PA
08/12/2015	Cancelled	9781440590597 1440590591	EVERYTHING PARENTS GT COMMON C	Paperback	11/06/2015	2015-PO-33814	4NH3B	37	$16.99		TN
08/11/2015	Cancelled	9781482429787 1482429780	LONGBOARD SKATEBOARDING	Hardcover	08/01/2015	2015-PO-33800	96H73	10	$25.25		PA
06/19/2015	Cancelled	9781939629722 1939629721	COCONUT KITCHEN	Paperback	06/09/2015	2015-PO-33323	88KP0	6	$19.95		PA
06/12/2015	Cancelled	9781477759349 1477759344	CREATING SUPERHERO COMICS	Hardcover	01/01/2015	2015-PO-33214	1ZL9G	1	$27.50		TN
04/23/2015	Cancelled	9780062363466 0062363468	FACING EAST	Hardcover	03/01/2016	2015-PO-32749	1QZNT	1	$25.99		TN
07/17/2014	Cancelled	9780062356291 0062356291	HT BE HERE	Hardcover	03/08/2016	2014-PO-30137	2PTJW	8	$25.99		TN

Ordering Tracking

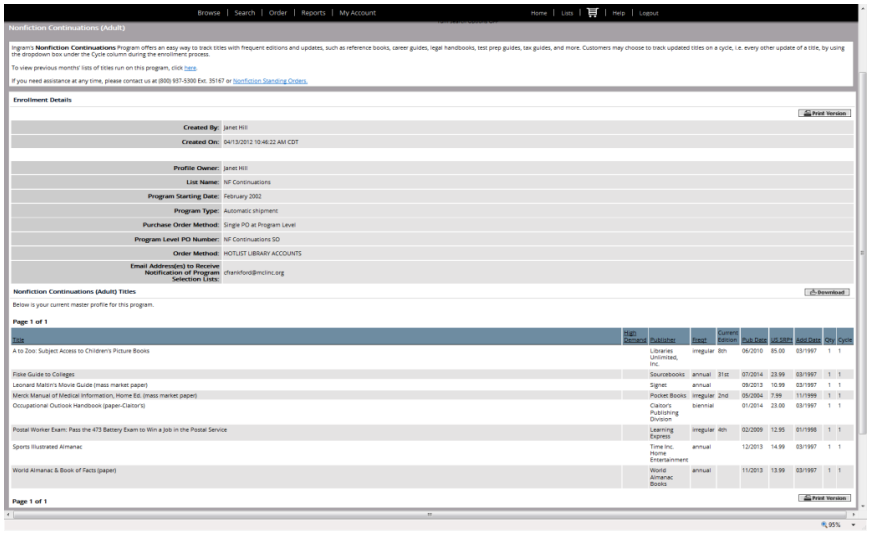
ipage allows users to track shipments under the Order Status tab. To track a standard shipment, click Recently Shipped Orders. This opens a table displaying all recent shipments. Click the shipping tracking number for the shipment you want to track. This links you to a page where you can view tracking information.



Returns Reporting
ipage features the following returns reporting options. You can:

- Report overstocks or shortages.
- Determine the date your return was received.
- See whether a return is still in process.
- View credit memo information.

Collection Development Reports
Libraries can view master profile reports of ongoing standing orders on ipage. The reports contain item information including title, author, publisher, quantity, PO number, etc. Some reports also have program-specific information like frequency, cycle, and series title. Note: These reports are only available to those accounts that subscribe to the corresponding standing order programs and to those users who have been given access to reports by their ipage administrators.



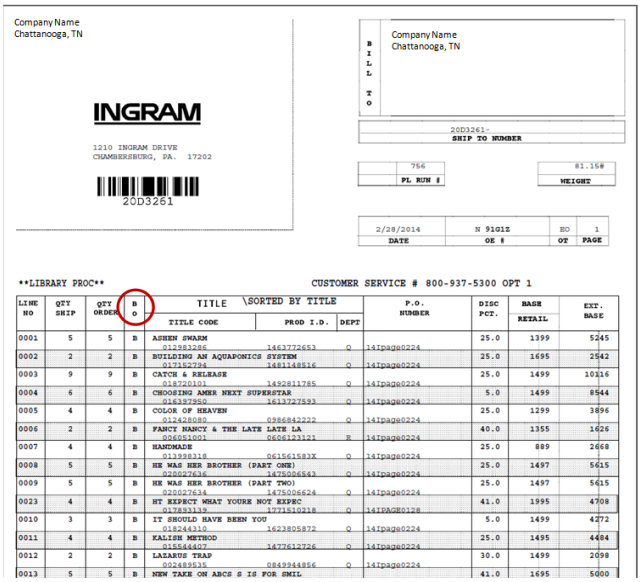
Title News: This report advises of title changes and revised publication schedules as well as cessations and other pertinent factors needed to manage your profile. This information arrives as part of our electronic newsletter, *Collection Development*.

12.2. Status Reports: When materials cannot be shipped immediately, contractor will supply status reports within 7 days of receipt of an order detailing out of print, out of stock indefinitely, out of stock temporarily, publication cancelled, not yet published, etc. Yes__X__ No____

Remarks:

Status Reports come in the form of our Packing Slip and our Title Status Report, as well as the Order Status information available on ipage, described above.

The packing slip will supply you with the status of any book shipped, backordered, or is out of print. The packing slip will be alphabetized by title. Titles that were not included in the initial shipment will have a “B” in the “BO” column if they have been backordered. An “S/W” will identify those titles that will be shipped from your secondary distribution center.



Company Name
Chattanooga, TN

INGRAM

1210 INGRAM DRIVE
CHAMBERSBURG, PA. 17202

20D3261

BILL TO
Company Name
Chattanooga, TN

20D3261-
SHIP TO NUMBER

756
PL RUN #

81.19#
WEIGHT

2/28/2014
DATE

N 91G1Z
OE #

NO
OF

1
PAGE

LIBRARY PROC

CUSTOMER SERVICE # 800-937-5300 OPT 1

LINE NO	QTY SHIP	QTY ORDER	B O	TITLE \SORTED BY TITLE / TITLE CODE	PROD I.D.	DEPT	P.O. NUMBER	DISC PCT.	BASE RETAIL	EXT. BASE
0001	5	5	B	ASHEN SWARM	1463772653	Q	14Ipage0224	25.0	1399	5245
				012983286						
0002	2	2	B	BUILDING AN AQUAPONICS SYSTEM	1481148516	Q	14Ipage0224	25.0	1695	2542
				017152794						
0003	9	9	B	CATCH & RELEASE	1492811785	Q	14Ipage0224	25.0	1499	10116
				018720101						
0004	6	6	B	CHOOSING AMER NEXT SUPERSTAR	1613727593	Q	14Ipage0224	5.0	1499	8544
				016397950						
0005	4	4	B	COLOR OF HEAVEN	0986842222	Q	14Ipage0224	25.0	1299	3896
				012428080						
0006	2	2	B	FANCY NANCY & THE LATE LATE LA	0606123121	R	14Ipage0224	40.0	1355	1626
				006051001						
0007	4	4	B	HANDMADE	061561583X	Q	14Ipage0224	25.0	889	2668
				013998318						
0008	5	5	B	HE WAS HER BROTHER (PART ONE)	1475006543	Q	14Ipage0224	25.0	1497	5615
				020027636						
0009	5	5	B	HE WAS HER BROTHER (PART TWO)	1475006624	Q	14Ipage0224	25.0	1497	5615
				020027634						
0023	4	4	B	HT EXPECT WHAT YOURE NOT EXPEC	1771510218	Q	14IPAGE0128	41.0	1995	4708
				017893139						
0010	3	3	B	IT SHOULD HAVE BEEN YOU	1623805872	Q	14Ipage0224	5.0	1499	4272
				018244310						
0011	4	4	B	KALISH METHOD	1477612726	Q	14Ipage0224	25.0	1495	4484
				015644407						
0012	2	2	B	LAZARUS TRAP	0849944856	Q	14Ipage0224	30.0	1499	2098
				002489535						
0013	5	5	B	NEW TAKE ON ABCS S IS FOR SMIL				41.0	1695	5000

The Title Status Report is sent to customers on a monthly basis. This report will provide you with current backorder status information as well as indicate which titles could not be supplied within your normal backorder period. Listed below are the most frequently used stock abbreviations that will appear on the Title Status Report:

B/O	=	Out of stock at this time and on backorder for you
NLS	=	Title is no longer stocked by Ingram
NYR	=	Title is not yet received by Ingram into the distribution center
OSI	=	Out of stock indefinitely by the publisher
PPD	=	Title has been postponed by the publisher
OP	=	Title is now out of print at the publisher
CANC	=	Title has been cancelled at this time by the publisher

12.3. Cancellation Reports: Contractor will report which titles cannot be supplied within 120 days of receipt of order. Yes_X__ No____

Remarks:

In addition to cancellation reporting on the monthly Title Status report, Ingram can provide a custom weekly cancels report, through closed order data. We would be happy to discuss the specific data elements a library would like to see in the report. These reports will be in Excel format, which can then be filtered and sorted per the Library’s preference.

Sample Cancellation Report:

SHIPTO	PO	ISBN	Author	Title	Order Date	Date Cancelled	Units Cancelled	Pub Date	Cancel Type	Current Publisher Title Status	List Price
20XXXX	RXL62063JR	1626395586	TAITE CA	ABOVE THE LAW	06/08/16	09/06/16	1	06/14/16	Reached BO Cancel Date	Active Title	$16.95
20XXXX	RXL62063JR	1617754455	MCFADDEN	BK OF HARLAN	06/08/16	09/06/16	1	05/03/16	Reached BO Cancel Date	No Longer Available	$29.95
20XXXX	RXT62091CE	0930100883	LASKER-S	STAR IN MY FOREHEAD	06/09/16	09/07/16	2	04/01/99	Reached BO Cancel Date	Active Title	$12.95
20XXXX	RXT62091CE	0933826826	FASSBIND	FASSBINDER PLAYS	06/09/16	09/07/16	2	07/01/01	Reached BO Cancel Date	Active Title	$14.95
20XXXX	RXS62098CE	0373719760	JAMES AR	RANCHERS HOMECOMING	06/10/16	09/08/16	1	08/23/16	Reached BO Cancel Date	Active Title	$6.99
20XXXX	RXS62178OB	8416282269	CALDER A	ALEXANDER CALDER DISCIPLINE OF	06/24/16	09/07/16	1	02/23/16	Statused Title	No Longer Available	$55.00
20XXXX	RXT62230JR	1593096364	LULABELL	COLUMBIA STATION	06/24/16	09/08/16	1	08/23/20	Statused Title	No Longer Available	$16.00

A cancellation report is currently under development for ipage, and once completed, will be available for the Library to access and run at its convenience.

12.4. Annual Reports: Contractor will provide to the library annual report details, including number of items shipped; total net dollars invoiced for products shipped; total list price dollars for products shipped; net unit item price for products shipped; average number of copies per title ordered; percentage of purchase by category outline in Attachment C. Yes_X__ No____

Remarks:

Ingram will be happy to provide a usage report for any individual library, or for MALiA as a whole, upon request.

12.5. Invoices: Invoices will be as stated below unless otherwise indicated under Remarks.

12.5.1. Describe the types and formats of reports of billing procedures and options for varying invoices depending upon needs of individual MALIA member library.

Remarks:

Ingram can provide multiple copies of invoices, and they can be mailed or included with the shipment.

Title data on invoices is listed in the following order: (1) quantity ordered and shipped, (2) author, (3) title, (4) publisher, (5) ISBN/EAN, (6) unit list price, (7) discount, (8) unit net price, and (9) extended price. Items on invoices are listed alphabetically by either the author or the title per the Library's request.

All invoices have an invoice number and date, order entry number, and Ingram's Federal ID number. Library name, ship to and billing account addresses and numbers, and purchase order number (can be up to 22 characters in length) are all listed on the invoice. Order data includes shipping warehouse and location, carrier, ship date, number of cartons, and total weight of order.

Ingram can invoice for cataloging and processing on the same invoice as materials or on a separate invoice, per request of the Library. Processing charges appear as separate line items when billed on the same invoice as materials.

"Invoice in the Box"
Ingram also has the option available to libraries to have their invoice put inside the box of shipped items. This invoice is in a modified, easy to read format. With "Invoice in the Box", libraries can check in items against the invoice and do not have to wait for the invoice to arrive in the mail. The library still has the option to have multiple copies of the invoice. Please note that if invoices are included with the shipment, they cannot be mailed separately.

EDI Invoicing
EDI invoicing is available for all listed vendors in item 6 above. We support daily or weekly summary invoices. For customers opting to receive electronic invoices, Ingram places electronic invoice files on the Ingram FTP for customer retrieval. E-invoices streamline workflow and greatly reduce the amount of effort used in the manual posting of invoices. Ingram continues to provide paper invoices to electronic invoice users.

ipage Invoices
Ingram offers the convenience of having invoices available to our customers online via ipage our web-based selection, ordering, and account management tool. With ipage, invoices are available to view and print on demand the moment they become available.

12.5.2. Invoices will list code(s), applied line item, to indicate discount category (e.g., "T" for trade discount, "A" for academic, "J" for juvenile, etc.). Yes_X_ No__

Remarks:

Included on the invoice is a code for each binding type. Please refer to the list below for the product class codes. If a title is a Library Binding, it may be designated as such by the notation LIB after the title.

R = Trade Hardcover
Q = Trade "Quality" Paperback
P = Mass Market Paperback
W = Spoken Word Audio
X = Music
K = DVD

12.5.3. Contractor will issue separate invoices for each purchase order and reference the purchase order on each invoice. Yes_X__ No____

Remarks:

Ingram can set accounts such that purchase orders will combine to ship as one order under one Order Entry number, but each PO will invoice separately. Items will be packaged according to account number, and may contain multiple purchase orders for that account. Items ordered on one account will not combine with orders placed on another distinct account. Each account will be assigned an individual account number. The purchase order number is referenced on the invoice.

13. Fulfillment: Fulfillment will be as stated below unless otherwise specified under Remarks.

13.1. Contractor will ship 50% of order from stock within 14 days of receipt of order.
Yes_X__ No____

Remarks:

13.2. Contractor will ship 95% of each order within 120 days of receipt of order.
Yes_X__ No____

Remarks:

Ingram Library Services is proud to state initial fill rates are usually 85-90%, with a fill rate of 95 to 100% shipped or reported within 90 days, on items available in Ingram's database. Note that our fill rate includes over 14,000,000 available titles.

13.3. Contractor will supply materials that are not currently available from publishers within 120 days of receipt of order. Yes_X__ No____

Remarks:

For titles inventoried by Ingram that are temporarily not in stock, Ingram will attempt to place an order with the publishers within three (3) business days of receipt of order. Our ability to obtain out of stock titles is based upon the item's continued availability from the publisher with whom Ingram buyers have an established relationship.

Should the Library order books not currently inventoried by Ingram, we will attempt to order the book if available on the open market through normal U.S. wholesale channels. Turnaround time will be dependent upon publisher availability, however, due to our long-standing relationships with publishers, we estimate one to three weeks on available items and sixty to ninety days on special order items not currently in stock at the publisher.

13.4. The library may cancel any title that is not received within 90 days of order date.
Yes_X__ No____

Remarks:

Libraries may cancel any title that is not received within 90 days of order date, as long as the title has not yet been placed on a picking list for shipment.

After receiving an order, Ingram will ship all titles currently in stock. Any remaining titles normally available through Ingram will then be placed on backorder for a period of time specified by the library. At the end of the backorder period, all unfilled titles will automatically cancel, except for titles Not Yet Received from the publisher. Status Reports will be sent to each ordering agency to keep them updated on the status of their order(s).

One of the parameters set at the account level is Backorder Cancellation Date. This is the number of days to wait for a backorder to be filled, and if it has not been filled by that date, Ingram cancels the order. For titles not yet published, the library has a choice to either have these items cancel at the end of the account's established backorder period, or for the backorder clock to start only after the titles is first received by Ingram. The first option may result in a lower fill rate.

We recommend that the library set this cancellation date to be the same on their automation system so the backorders will cancel automatically at the same time. It is up to the local automation system to delete any bibliographic records that are associated with order records that are canceled.

14. Accuracy: Accuracy will be as stated below unless otherwise indicated under Remarks.

14.1. 99% of materials shipped will be the correct title, edition, and number of copies.
Yes_X__ No____

Remarks:

Ingram strives to maintain 100% accuracy on all orders. Ingram asks that the Library report errors immediately, so that they may be resolved in a timely manner, and to avoid any possible re-occurrence of the same error.

Ingram uses the Manhattan Associates PkMS package as our warehouse management system. Ingram has designed our outbound PkMS processes to ensure quality throughout the operation, and makes use of scan confirmation, "blind counts" and random audits to ensure accuracy. We are currently achieving a 99.6% overall error-free rate.

Ingram has always specialized in loose-pick order processing, and has developed customized processes for handling single-book and small multi-book orders in an efficient, accurate fashion. Additionally, the case-level inventory tracking provided by PkMS gives us the enhanced capabilities for full-case picking and shipping.

14.2. Contractor will supply the latest edition of a title unless an earlier edition is specified.
Yes_X__ No____

Remarks:

Ingram does not substitute titles unless the ISBN/EAN has been forwarded to a new edition. Only those items ordered will be shipped.

14.3. Binding supplied will be as specified in the order. Yes_X__ No____

Remarks:

Ingram's Order Entry system is ISBN/EAN driven. Binding type supplied will be based on the binding type of the ISBN/EAN ordered. ipage Title Detail screen shows alternate bindings/formats for a title, when available.

Many of our Standing Order Programs allow the Library to indicate their binding preference when setting up the profile. Library Binding may be a choice, including Author/Illustrator Children's and Author Teen programs.

15. Multiple Copies: Multiple copies of a title will be shipped together. Back-orders of parts of a multiple-copy title are not acceptable. Yes__X__ No____

Remarks:

Accounts can be profiled to receive No Partial Shipments. With this account setting, if the entire quantity of a title is not in stock at the time of order, Ingram backorders that title and ships it when the entire quantity is received from the publisher. Please note that this profile option may lessen initial fill rate of an order. As Ingram is offering shipments from two distribution centers, we suggest allowing fulfillment from both, which would result in two shipments and two invoices. For example, if a library orders 20 copies of a title, if we had 5 in stock in the Library's primary distribution center and 15 in stock in the designated secondary distribution center, we could fill the entire order but it would be delivered in two shipments. We are happy to discuss with the Library to determine the best option to meet your workflows.

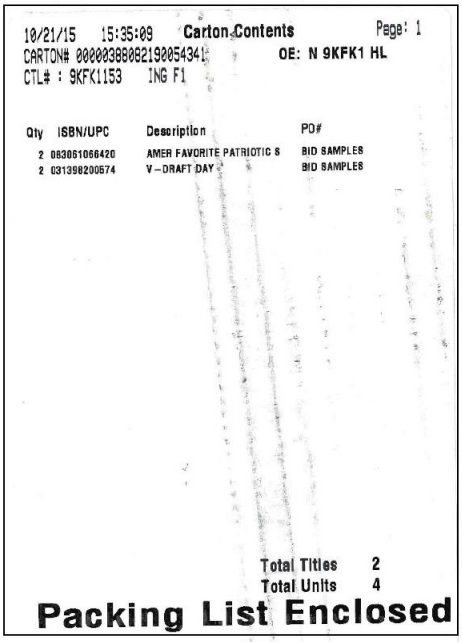
16. Packaging: Each package will indicate the library's purchase order number, and only one purchase order may be represented in each package. Yes__X__ No____

Remarks:

Each box in a shipment will be plainly marked with the number of boxes in shipment, the library address, and a Control Number (including Order Entry number) which can be used to cross reference the invoice when it is received. The carton containing the packing slip is marked. Orders will be packaged according to account number, and may contain multiple purchase orders for that account. Items ordered on one account will not combine with orders placed on another distinct account.

The shipping label on the carton includes the customer name, address, and customer purchase order number.

Each carton shipped from Ingram will also have a 4" x 6" Carton Contents label. The Carton Contents label lists the titles contained in the box, their ISBNs, and quantities. This label allows your library staff to see what is in each box before the carton is opened.



17. Packing Slips: A packing slip that duplicates the invoice will accompany each shipment.
Yes_X_ No____

Remarks:

Ingram will include a packing slip with each shipment which can be cross-referenced to the invoice. The packing slip is enclosed in the last box of a multi-carton shipment that crosses the shipping manifest.

Ingram's Packing Slip contains the following information:

- Library shipping and billing address
- Date
- Quantity ordered
- Quantity shipped
- Title
- ISBN
- Binding Code
- Purchase Order Number
- Discount Percentage
- Unit List Price
- Extended Price after Discount

Packing slips can be sorted by author, title, or purchase order number. The box containing the packing slip is marked.

18. Defective Material: The library reserves the right to return defective material at the contractor's expense. **There should be no exceptions to this.** Yes_X__ No____

Remarks:

Ingram's Returns Policies provide for prompt and efficient resolution for reporting and returning materials that are damaged, defective, or shipped in error.

- Ingram Customer Service associates are happy to assist with issues including shortages, damages, or defects, and to provide returns authorizations as required.
- Customer Service hours of operation are Monday through Friday, 7:00 a.m. – 7:00 p.m. (Central Time.)
- Through ipage, the Library may create Hassle-Free returns, report shortages, track status of a return, and view credit memos. ipage is available 24 hours a day, 7 days a week.

Unprocessed Print Material
Any unprocessed book ordered in good faith that is found to be damaged or unsuitable, whether it is due to Ingram's error or the Library's error, may be returned under the Hassle Free Returns Policy.

- Unprocessed materials may be returned up to **60 days** after the invoice date.
- A copy of the Hassle-Free Returns form (*the back of your packing slip or printed from ipage*) should be included in each carton shipped to Ingram.
- **A return authorization number is not required for unprocessed print material.**
- Ingram will not charge a restocking fee for items returned in accordance with our Hassle Free Returns Policy.

Product with Defects
Ingram understands that defects inside a book may not be detected until it has circulated, so there is **no timeframe for returning product with publisher defects,** including the following:

- Missing pages
- Contents out of sequence
- Book bound upside down
- Contents different than the cover/title
- Ink or printing issues
- Crooked pages
- Blank pages

Please note that due to the wear and tear caused by circulation, we will only accept defective books where the binding is falling apart up to 60 days after the invoice date.

Processed Materials
Items that have received cataloging or processing per the Library's specifications are no longer in resalable condition, and therefore can only be returned due to an Ingram error or if defective or damaged.

- The Library is asked to report any cataloging and processing errors as soon as they are noticed, so that Ingram can research and resolve the issue in a timely manner.
- Processed material returns require return authorization from our Customer Care Department. To request authorization, please call **(800) 937-5300 Ext.27665.**

Audiovisual Materials
Unprocessed audiovisual materials that are damaged, defective, or shipped due to Ingram error may be returned up to **60 days** after the invoice date.

- Audiovisual returns require return authorization from our Customer Care Department. To report defective or damaged product and request authorization, please call (**800) 937-5300 Ext.27665.**
- Playaway® accepts return of defective products within one year of the invoice date. The Library should contact Playaway directly.

Ingram does not stock replacements for single discs in a multi-disc title. For damaged or defective titles reported to Ingram, we would replace the entire product or issue a credit if the title is no longer available.

Individual replacements for discs lost or damaged after receipt by the Library may be available directly from the title's publisher. For example, Brilliance Audio Library Edition audiobooks have a guarantee of free disc and vinyl case replacements. Publisher contact information for every title is easily obtained on ipage at the Library' convenience, 24/7.

Non-Returnable Materials
Each publisher decides if their product is non-returnable. This may be on a product-by-product or binding-by-binding basis, or as items go out of print. Therefore, Ingram does not assign a non-returnable status to a publisher.

- Non-returnable items are indicated as such on ipage.
- Ingram cannot accept return of any product that we do not stock or items that were not originally purchased from Ingram.

Items Damaged in Shipping
For materials damaged in transit, the Library is asked to always accept delivery of materials. Damage should be noted on the carrier delivery receipt, and the Library should call our Customer Care Department for instructions on making a return.

Overstock Returns
Return of unprocessed materials sent after the 60-day window will be handled as Overstock Returns.

- Overstock returns for libraries may not exceed 10% of purchases made during the preceding 12 months.
- Overstock returns will have a 10% restocking fee applied.
- All product returned to Ingram must be in a condition that it could be resold. Therefore, we cannot accept return of processed items as overstock returns.
- Ingram reserves the right to send back, at the Library's expense, all products returned to us that is not in resalable condition.

Hard to Find Books Alibris Returns Policy
If the Library is dissatisfied for any reason with a book purchased through our Hard to Find Book program, you may return your purchase to the Alibris distribution center within 30 days for a full refund of purchase. Ingram reimburses shipping costs for returns only if the condition of the book is not as described on ipage.

Alibris Distribution Center Returns
475 Lillard Drive #102
Sparks, NV 89434 USA

Credit Memo
Upon receipt of the returned titles in our distribution center, Ingram will credit the Library for the cost of the item(s) plus freight charges calculated at the standard UPS rate for the weight of the items returned that are damaged, defective, or shipped in error by Ingram.

- A credit memo will be mailed listing the item(s), dollar amount, and purchase order number credited.
- Credits will be reflected on the monthly statement with reference to the purchase order number.
- For items with an Ingram error, when Ingram requires the Library to return the physical product to our distribution center, a Call Tag may be issued.
- The Library is responsible for shipping and carrying charges on items that are not damaged, defective or shipped with Ingram error.

Claims
Please notify us if you have not received an anticipated publication or if an order is short shipped. Any anticipated publication may have a slightly delayed release that will be reflected on ipage. If an order is shipped and materials do not arrive, claims will be directed to our Customer Care Department to ensure tracking and replacement is handled as quickly as possible.

19. Returns: All returns will be scheduled by the contractor for pick-up via UPS. Yes____ No_X__

Remarks:

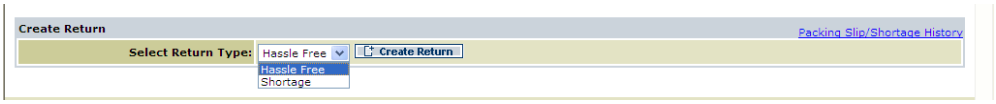
The Library should return item(s) by using the Hassle Free Returns policy described above. Upon receipt of the returned titles in our distribution center, Ingram will credit the Library for the cost of the item(s) plus freight charges calculated at the standard UPS rate for the weight of the items returned that are damaged, defective, or shipped in error by Ingram. Ingram's standard practice is to not issue a Call Tag for items needing to be returned.

20. Credits: Contractor will provide self-credit system for library to facilitate returns.
Yes___ No_X__

If yes, outline details.

Remarks:

While we do not offer self-credit memos, the account management features of ipage offer the Library the ability to transmit certain returns information. You can create Hassle Free Returns forms and may also report shortages with the features. After returns have been submitted, you may check the status of these returns, including credit information.



No Charge Replacement
As an alternate to a credit, libraries may call our Customer Care Department for a No Charge Replacement for any item that is damaged, defective, or shipped with Ingram error.

- If a replacement title is available, the Customer Care Representative will either email or fax a No Charge Replacement Return Authorization form to your library.
- The Library must mail this form along with the returned item and the original packing slip for a replacement copy.
- For Libraries that provide cataloging and processing information as part of their orders, Ingram may issue a credit for a No Charge Replacement and the Library would be required to submit the reorder via EDI or whatever method was used for placing the original order.

21. Shipping: Contractor shall specify how shipping charges, if any, will be determined and shall indicate estimate cost of shipping for dollar amount of purchase order.

Remarks:

For libraries with **a minimum of $50,000** in annual expenditures with Ingram or a commitment to meet this annual expenditure level, orders will ship with Ingram-paid freight from your primary and secondary distribution centers.

For libraries with **less than $50,000** in annual expenditures with Ingram, shipments of 15 or more units from your primary distribution center or from your secondary distribution center will qualify for Ingram-paid freight. Shipments of less than 15 units will be charged a flat $5.00 shipping fee. Items picked, packed, and shipped together count as an individual shipment. This flat fee amount or qualifying unit quantity is subject to change with notice.

Shipping will be via best method, which may include order or account consolidation, shipping schedules or other account setting adjustments to maintain freight costs below 2% of invoice.

Ingram does not currently assess any additional fees for shipping. However, given the unpredictable impact of rising oil prices, Ingram reserves the right to assess a fuel surcharge with notice.

22. Service Charge: The contractor shall describe the type of service fees levied for handling a MALIA account.

Remarks:

Ingram does not currently have any service charges for our services

23. Multiple Accounts: Contractor will provide at least 20 separate accounts for a given library. Materials in these accounts will be ordered separately and must be shipped and invoiced separately. Yes_X__ No____

Remarks:

Ingram can provide multiple accounts as required, however we ask for your members' assistance in keeping freight costs below 2% of total expenditures, including limiting the number of shipping accounts wherever possible, unless Ingram internal operations require multiple accounts. Each account will be assigned an individual account number. Items will be packaged according to account number, and may contain multiple purchase orders for that account. Items ordered on one account will not combine with orders placed on another distinct account.

24. Other Services: Specify other services provided.

Placing Orders
Ingram can accept orders by toll-free phone, toll-free fax, mail, electronically, (email and/or EDI – Electronic Data Interchange), or through ipage. All orders receive immediate online order entry; phone and electronic orders receive title and stock verification. For ease and efficiency, we can confidently claim to be the best in the business in order entry.

Mail orders should be sent to:

Ingram Library Services LLC
Attention Order Entry
One Ingram Blvd.
PO Box 3006
La Vergne, TN 37086-1986

The toll-free number for FAX ordering is 800-677-5116. The toll-free number for telephone orders is 800-937-5300.

Emails with attached orders should be sent to ILS.orders@ingramcontent.com or K12Orders@ingramcontent.com.

Order Fulfillment and Status
After receiving an order, Ingram will ship all titles currently in stock. Any remaining titles normally available through Ingram will then be placed on backorder for a period of time specified by you. At the end of the backorder period, all unfilled titles will automatically cancel, except for titles Not Yet Received from the publisher.

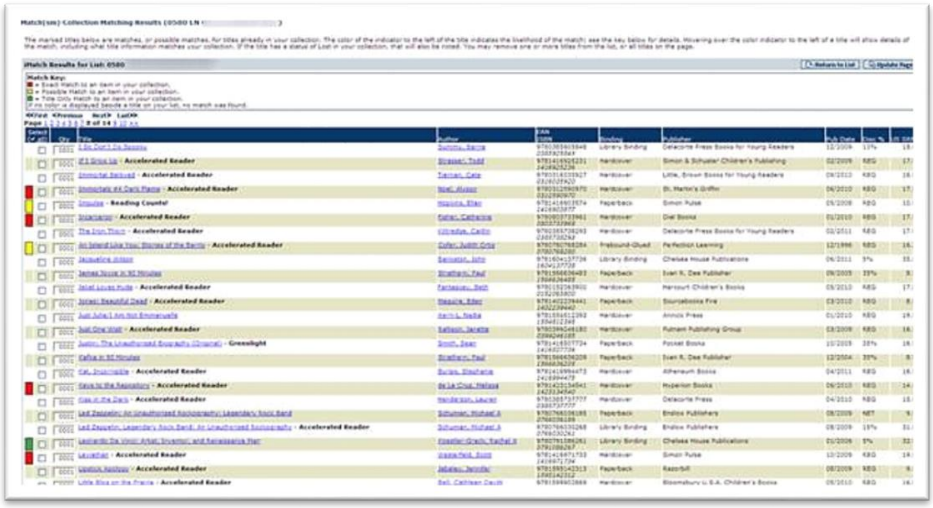
Status Reports will be sent to each ordering agency to keep them updated on the status of their order(s). Please refer to requirement 12.2 of RFP Attachment B for more information on Status Reports.

Schools and Special Libraries - Ingram will set up your accounts to receive two shipments per purchase order. Any in-stock, non-processed book will ship within 24 hours of order entry. Any remaining titles normally available through Ingram will then be placed on backorder for a period of time specified by you. At the end of the backorder period, all books that have come into stock will ship, and all unfilled titles will automatically cancel, except for titles Not Yet Received from the publisher. The second invoice will be marked as final. Ingram has found that this two shipment shipping method is especially helpful to schools. By keeping shipments down to one initial shipment and one final shipment per distribution center and by giving you a final invoice, it is easier to track and close purchase orders.

Duplicate Checking
ipage offers multiple duplicate order checking methods, including iMatch, OPAC View and Selection List Duplicate Checking. With iMatch, the Library is able to search their entire collection. As described below, Ingram's duplicate order check methods do not automatically prevent duplicate orders. Conversely, they will allow duplicate copies when needed.

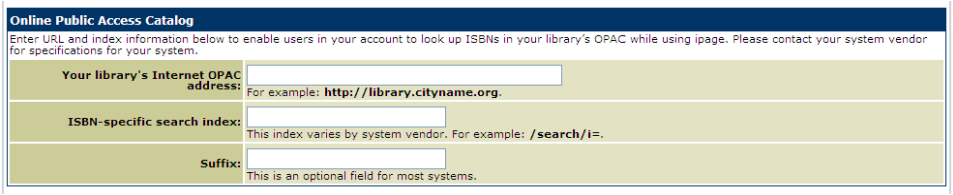
iMatch - Ingram's iMatch collection matching service on ipage matches titles in a selection list with the titles already in your library collection, saving you time comparing potential purchases. This powerful tool utilizes the industry standard Z39.50 protocol to access your library's catalog and retrieve your collection information. Then it works with ipage to identify title matches within your selection lists. iMatch matches at the branch level enabling users to check just their collection in a shared database.

Results are color coded to show where matches were found. If no color appears to the left of a title, no match was found. A red bar indicates an exact match, yellow a possible match, and green a title-only match. Hovering over a color bar indicator will display details about the match. The details will include which criteria were matched, and whether or not the edition matches your collection. For an exact match, the status of the title in your collection will also be shown.



OPAC View - Libraries also have a feature that allows them to look into their Online Public Access Catalog (OPAC) from titles within ipage. The feature requires a one-time setup by the administrator of the account. The administrator needs to provide the following information in this setup:

- OPAC web address
- Their vendor's specific ISBN search index
- For some vendors, a search suffix is also required



Once the administrator of the account has set up this feature, users in the ipage account will start to see a button/graphic attached to titles in search results and selection lists. Clicking this button will open a new browser window and point to this ISBN within the customer's web-based OPAC system. Since this feature is ISBN driven, the button will not appear with titles that do not have ISBN's (videos, music, etc).

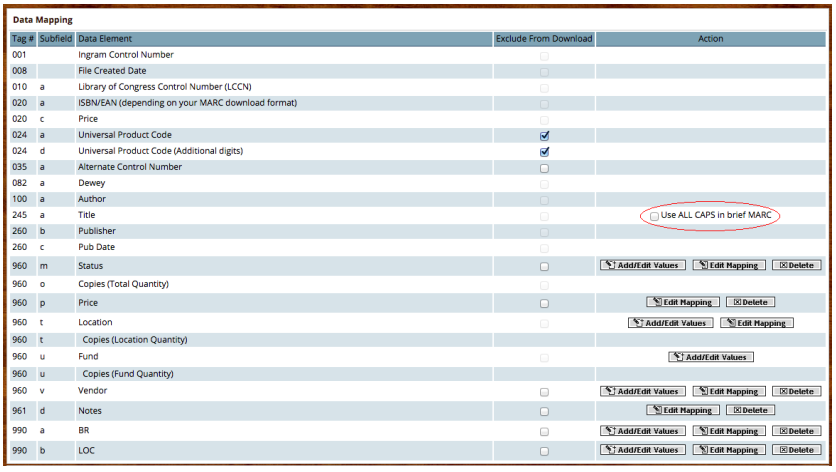
Selection List Duplicate Check - The selection list functions in ipage allows the user to check for duplicates. This is customizable so that the user can check for duplicates only within the current list, against the user's Private lists, against Shared lists, or against all lists to which that user has access. The user can set a default for how they want the selection list duplicate check feature to work or can choose this option each time the selection list duplicate check feature is invoked.

Additionally, users can check for duplicates as they are adding titles to a selection list. This feature checks for duplicates only within the current list.

Custom MARC
Ingram's ipage features an option available in all levels of ipage called Custom MARC. Custom MARC gives libraries the ability to create and map a custom MARC record profile for downloading brief order records for loading to their Integrated Library System (ILS).

The Custom MARC feature allows the user to create a list in ipage, and then add local data (like fund, location, collection code, requestor, etc.) in 9xx tags and subfields per the specifications of their ILS for each title to be exported in a brief MARC record. The list is then exported in brief MARC format, and the ILS system loader is used to load the records to the ILS. Upon loading to the ILS, an order record and a brief cataloging record are created.

Libraries are now able to receive the title field (245$a) in all caps in brief MARC records. The Library should go to the Data Mapping in the MARC Setup of the administrator's account and check the box in the Action column for the 245 tag.



Sample brief MARC download:

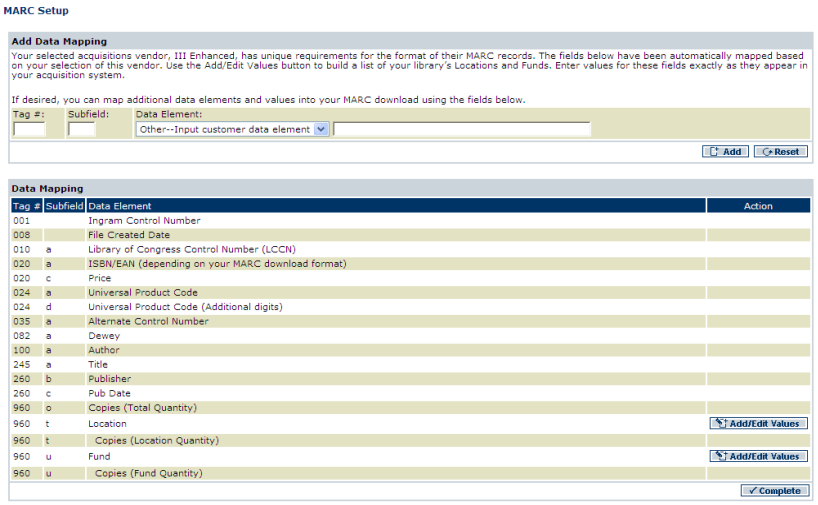
```
=LDR  00287nam  22001095a 4500
=001  \\in501913158
=008  160311s2016\\\\|||\\\|||\\\|||||||||||||
=020  \\$a9781250058195$c{dollar}  26.99
=020  \\$a1250058198$c{dollar}  26.99
=100  1\$aAdler, Elizabeth
=245  14$aTHE CHARMERS
=260  \\$bMinotaur Books$c20160628

=LDR  00343nam  22001335a 4500
=001  \\in501832782
=008  160311s2016\\\\|||\\\|||\\\|||||||||||||
=010  \\$a  2015040993
=020  \\$a9781250061621$c{dollar}  27.99
=020  \\$a1250061628$c{dollar}  27.99
=082  00$aFIC
=100  1\$aArcher, Jeffrey
=245  10$aCOMETH THE HOUR
=260  \\$bSt. Martin's Press$c20160216

=LDR  00294nam  22001095a 4500
=001  \\in501896262
=008  160311s2016\\\\|||\\\|||\\\|||||||||||||
=020  \\$a9781250065940$c{dollar}  27.99
=020  \\$a1250065941$c{dollar}  27.99
=100  1\$aAndrews, Mary Kay
=245  14$aTHE WEEKENDERS
=260  \\$bSt. Martin's Press$c20160517
```

The 9xx configuration in ipage allows the library selectors to download brief MARC order records that include local holdings information. These records can be overlaid with the full MARC records in the Library's ILS system.

Grids

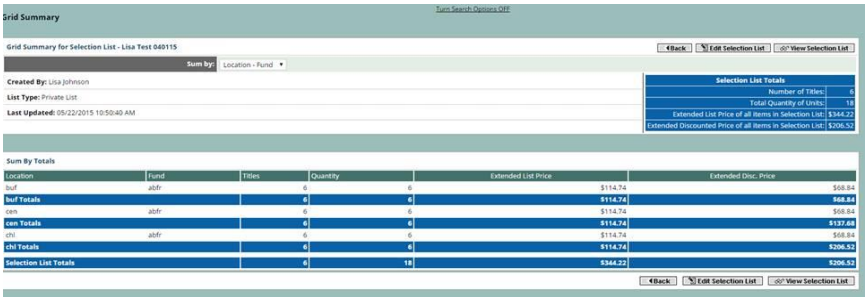
Libraries can use grids to allocate multiple copies of an item across their funds, locations, etc. The grid features are an addition to the Custom MARC functionality, with the Custom MARC mapped fields and values feeding the grid.

Once Custom MARC data has been added to an account by the administrator, a user can create a grid template, selecting which Custom MARC mapped data elements to use. After a template is created, it can be applied to an entire selection list or at a line item level within a list. As a template is applied, quantities for each item are increased as necessary and individual allocations are made across the library's funds and locations. The selection list is then downloaded in Custom MARC format, and subsequently uploaded into the library's acquisition system for order placement via EDI. Unlike other library book vendors, Ingram offers grid creation capabilities free of charge.



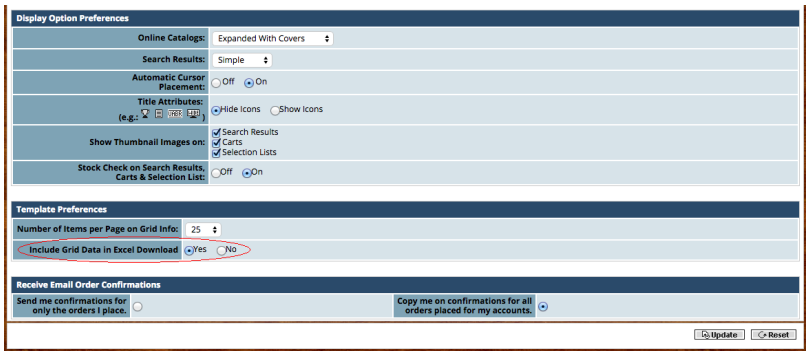
Grid Summary

We have a Grid Summary option available for our Library customers who use grids. Users are able to select two of their Custom MARC (9XX) tags as fields used to sum a "gridded" selection list. After the ipage administrator selects which 9XX tags they want as part of their grid summaries, the Grid Summary button will appear for selection lists that have a grid attached, and when the button is clicked from the List of Lists page, the View Selection List page, or the Edit Selection list page, the user is taken to a page containing quantity, extended list price, and customer discount price totals by the Grid Data elements associated with that selection list.



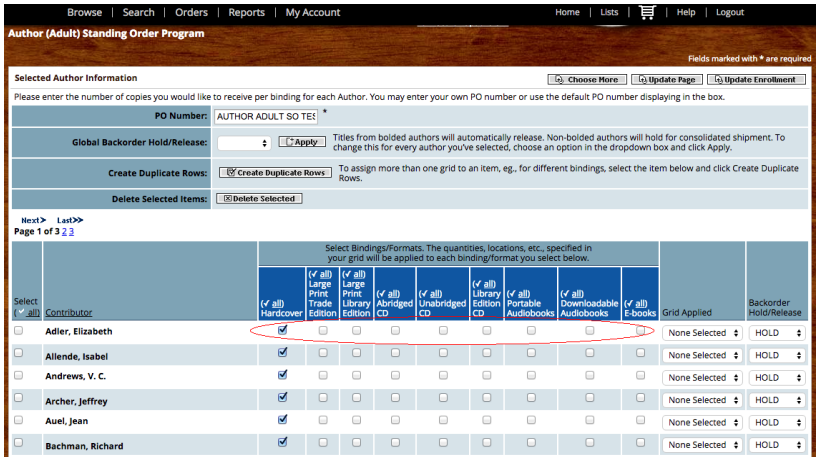
Exporting Grid Information in Excel

Library users can now set their Excel downloads to pull in grid information. Under Template Preferences on the User Settings page, users will see the option as a yes/no toggle. This option is set to No by default. Any user wishing to include grid information in his/her downloads should set this option to Yes.



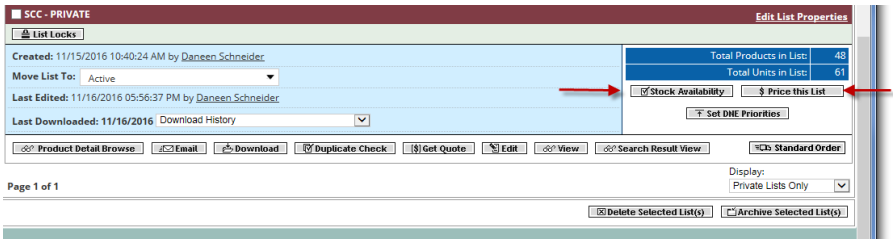
Applying Grids to Standing Orders

Standing order enrollments used to require that customers create an enrollment for each grid template used. For example, if a library wanted to send a certain number of copies of popular titles in our Graphic Novel (Adult & Youth) Standing Order Program to its branches but a different number of copies for less popular titles, they would need to establish two grid templates and set up two separate enrollments, one for each grid template. Libraries can now apply multiple grids within a single enrollment, greatly reducing time spent on setting up and managing new title notifications / standing orders.

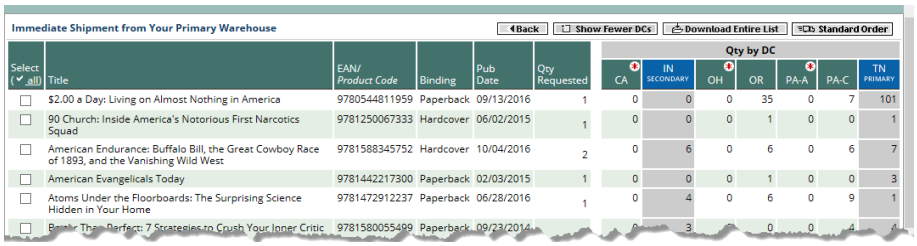


Price this List and Stock Availability Features

ipage shows current list price. Libraries can submit selection lists for product pricing based on the library's specific discount structure. On the *Orders*, *Selection List* page, the Library will see a button labeled *Price this List*. Clicking this button will send the list as a pseudo-order using the active ship-to account of the ipage user. The total estimated price of product on the selection list will display. This pricing will disappear from the site if the selection list is changed or edited in any way.



Additionally, the Library can view stock levels in each distribution center for each item in your selection list by clicking on the *Stock Availability* link. This gives a snapshot of current availability of titles from the designated Primary and Secondary distribution centers, and also indicates if titles are not currently in stock and must be backordered, or if the title is not available.



Immediate Shipment from Your Primary Warehouse

Back | Show Fewer DCs | Download Entire List | Standard Order

Select (✓ all)	Title	EAN/ *Product Code*	Binding	Pub Date	Qty Requested	Qty by DC: CA	IN SECONDARY	OH	OR	PA-A	PA-C	TN PRIMARY
☐	$2.00 a Day: Living on Almost Nothing in America	9780544811959	Paperback	09/13/2016	1	0	0	0	35	0	7	101
☐	90 Church: Inside America's Notorious First Narcotics Squad	9781250067333	Hardcover	06/02/2015	1	0	0	0	1	0	0	1
☐	American Endurance: Buffalo Bill, the Great Cowboy Race of 1893, and the Vanishing Wild West	9781588345752	Hardcover	10/04/2016	2	0	6	0	6	0	6	7
☐	American Evangelicals Today	9781442217300	Paperback	02/03/2015	1	0	0	0	1	0	0	3
☐	Atoms Under the Floorboards: The Surprising Science Hidden in Your Home	9781472912237	Paperback	06/28/2016	1	0	4	0	6	0	9	1
☐	Better Than Perfect: 7 Strategies to Crush Your Inner Critic	9781580055499	Paperback	09/23/2014		0	3	0	0	0	4	4

Immediate Shipment from Your Secondary Warehouse

Select (✓ all)	Title	EAN/ *Product Code*	Binding	Pub Date	Qty Requested	Qty by DC: CA	IN SECONDARY	OH	OR	PA-A	PA-C	TN PRIMARY
☐	Black Holes: A Very Short Introduction	9780199602667	Paperback	02/01/2016	2	0	2	0	2	0	8	0
☐	Black Prophetic Fire	9780807018101	Paperback	09/01/2015	1	0	6	0	4	0	0	0
☐	The Book of Frogs: A Life-Size Guide to Six Hundred Species from Around the World	9780226184654	Hardcover	01/29/2016	1	0	5	0	4	0	6	0
☐	Code Name: Johnny Walker: The Extraordinary Story of the Iraqi Who Risked Everything to Fight with the U.S. Navy Seals	9780062267566	Paperback	12/30/2014	1	0	1	0	0	0	1	0
☐	Death of a King: The Real Story of Dr. Martin Luther King Jr.'s Final Year	9780316332774	Paperback	01/12/2016	1	0	9	0	0	0	4	0
☐	Drones and the Ethics of Targeted Killing	9781442231566	Paperback	09/03/2015	2	0	3	0	0	0	1	1
☐	Good Manners for Nice People Who Sometimes Say F*ck	9781250030719	Paperback	06/03/2014	2	0	6	0	4	0	4	0
☐	Pop Sonnets: Shakespearean Spins on Your Favorite Songs	9781594748288	Hardcover	10/06/2015	1	0	4	0	0	0	12	0
☐	Think Forward to Thrive: How to Use the Mind's Power of Anticipation to Transcend Your Past and Transform Your Life	9781608682980	Paperback	10/14/2014	1	0	1	0	3	0	1	0

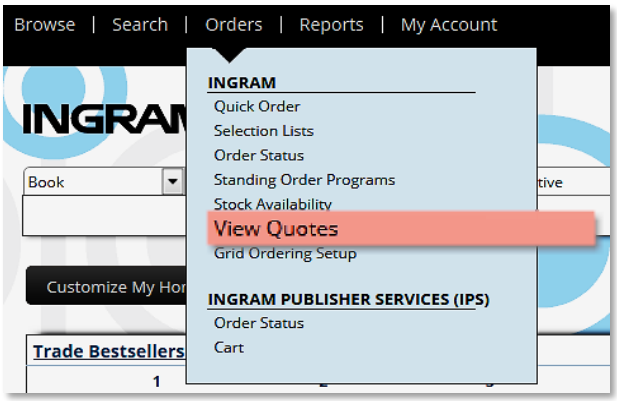
Must Be Backordered or Available via an Alternate Warehouse

Select (✓ all)	Title	EAN/ *Product Code*	Binding	Pub Date	Qty Requested	Qty by DC: CA	IN SECONDARY	OH	OR	PA-A	PA-C	TN PRIMARY
☐	Israel: Is It Good for the Jews?	9781416575696	Paperback	07/30/2016	1	0	0	0	0	0	0	0
☐	The Life and Crimes of Railroad Bill: Legendary African American Desperado	9780813061207	Hardcover	09/08/2015	1	0	0	0	0	0	0	0

Will Not Ship with This Order

Select (✓ all)	Title	EAN/ *Product Code*	Binding	Pub Date	Qty Requested
☐	Behind the Gates of Gomorrah: A Year with the Criminally Insane - **Publisher Out of Stock Indefinitely**	9781476774497	Hardcover	09/16/2014	1
☐	Get What's Yours: The Secrets to Maxing Out Your Social Security - **Publisher Out of Stock Indefinitely**	9781476772295	Hardcover	02/17/2015	1
☐	The Marshmallow Test: Why Self-Control Is the Engine of Success - **Not Available from Ingram**	9780316230865	Paperback	09/22/2015	1

Online Quotations
ipage subscribers can set up a selection list of titles and then request a price quotation for that list. ipage will display the quote within the *Order* section under a function labeled *View Quotes*.



From the *View Quotes* area, all ipage users on an account can review existing quotes and print the quote. Those users who have ordering capability on ipage can delete the quote if desired or release it as an order. Quotes are valid for 60 days. To revise a list (including changing quantities) and request that it be re-quoted, simply return to the *Selection List* function, edit the list they want quoted, and resubmit it for quotation.

Standing Order / New Title Notification Programs
Ingram has a wide array of no-commitment Standing Order Programs for our library customers. These Programs allow libraries to keep important portions of their collections up-to-date automatically and to more fully develop parts of the collection to meet community needs. Each Program is specially designed to provide the latest releases with full customization, minimum hassle, and standard discounts. There is no extra charge for participating in our Programs.

Ingram provides a build-your-own, customizable standing order program called iSelect®. The iSelect Program is based on Ingram's buying level of pre-publication titles. We also provide a number of other Standing Order Programs focused on Adult and Youth titles:

- Fiction – Adult, Inspirational, Paperback Original, Mass Market Genre
- Author – Adult, Teen, Children (which includes Illustrators)
- Popular Series – Adult, Youth
- Continuations – Travel, Adult, Nonfiction
- Nonfiction – Adult, Youth, Forthcoming Popular Nonfiction Adult
- ReviewALERT – Adult, Youth
- Easy Reader
- Picture and Board Books
- Graphic Novel – Adult, Youth
- Awards, Book Clubs, State Lists

With the options of enrolling as "Report Only" or "Auto-Ship", **Ingram standing order programs are designed to provide the ultimate flexibility.** Libraries enrolled under the Auto-Ship option have two weeks to edit quantities or delete titles before the list is automatically ordered. Customers have the option of modifying quantities or canceling any order before the titles are in process to be shipped, and may edit program enrollments at any time. **With Ingram, you never receive titles in your library unannounced**.

We recognize that many libraries prefer to place their own orders, either through ipage or their Integrated Library System, and so we offer a Report Only option. The Library can review the title lists, upload final selections to their ILS and place orders solely at their convenience. With this Report Only option, **our programs serve as a new title notification system**.

New titles are added to Ingram's database several months in advance of publication. To participate in a standing order, a customer completes an online enrollment form, letting us know the quantity, and in some cases binding type, of the titles they wish to receive. Based on this profile, we place the titles on backorder (generally 2 to 3 months before release). The Program lists will appear in ipage under *Lists/All Program Lists* each month, and the library receives email notification that a list has been created.

For customers who select the Auto-Ship feature, major hardcover titles will ship as soon as they are received or by the street date. Otherwise, titles will consolidate with your next shipment or ship within 15 days of receipt, whichever comes first. Report Only customers can place their order at any time.

Processing
Our expertly-trained processing team provides the ultimate in flexibility with more than 100 different components and unlimited customized options for books, audiobooks, DVDs, and music CDs. All processing is done in accordance with the Library's specifications, and quality control measures are in place to ensure that Library expectations are met.

Processing options include, but are not limited to:

- AR/SRC Label
- Barcode
- Branch Labels
- Card Set
- Catalog Card Kit
- Circulation Card
- Date Due Slip
- Digital Processing for A/V
- Edit Sheets
- Genre Labels
- Label Protector
- Laminated Paperback Cover
- MARC Record
- Mylar Jacket
- Pocket
- Preprogrammed RFID/Barcode Set
- Property Stamp
- RFID Tag
- Shelf List Card
- Spine Label
- Spine/Pocket Label
- Spine Tape
- Spoken Audio Case
- Theft

Ingram will help the Library to complete an Ingram Processing Specification Sheet to ensure consistency of book appearance. Included details are physical processing rules such as label location, taping requirements, and jacketing needs. Adult and Juvenile materials can have different processing profiles if the Library prefers. We can further refine the Library's profiles based on binding of book. A BookMARC profile will also be completed for any account requiring spine labels or cataloging records.

Processing and/or cataloging is profiled on an account level, and any item ordered on an individual account will receive the appropriate processing services. We are able to change your account profile upon written notification. Ingram will be pleased to establish the necessary accounts to accommodate all shipping locations and whether processed or unprocessed books are ordered.

BookMARC® Cataloging
Ingram provides access to full-level MARC records through BookMARC, the proprietary Ingram cataloging database. BookMARC includes the complete LC MARC database, as well as tens of thousands of entries created by Ingram's MLS-degreed catalogers.

Ingram is a trading partner with OCLC, wherein our CIP upgrades and MARC record originals are accepted by OCLC for inclusion in WorldCat.

Ingram cataloging is in accordance with the latest editions and versions of the Anglo-American Cataloging Rules/RDA, MARC21 Format, OCLC Bibliographic Formats and Standards, Library of Congress Classification Schedules, Dewey Decimal Classification, Sears List of Subject Headings, and Library of Congress Subject Headings. Ingram cataloging is consistent with LC rule interpretations and cataloging practices.

If standard BookMARC cataloging does not meet the Library's needs, Ingram offers a full array of custom cataloging options. Services include:

- Search/item linking in the Library ILS utilizing Z39.50 protocol.
- CIP, OCLC, or other Level 5/7 records can be brought up to FULL AACR2 / RDA / MARC 21 standards to correspond with book in hand by an MLS-degreed cataloger.
- Where existing or derived records are not available, an original cataloging record can be created with book in hand by an MLS-degreed cataloger.
- Should the Library require OCLC Holdings Updates, Ingram can provide this service at no charge, utilizing OCLC Batch Load Services.

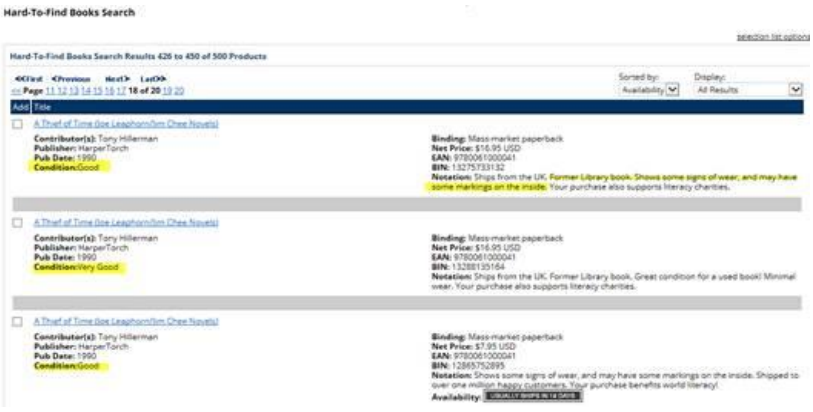
In addition to standard MARC records, Ingram's MLS-degreed catalogers can review and update records to meet local policy requirements. Examples include applying local exceptions to LC or Dewey classification; adding contents, summary, target audience, or local notes; and applying local subject headings or local exceptions to standard subject headings lists.

Pricing for these customized services is reflective of the complexity of the Library's technical services requirements.

Hard to Find Book Service
Ingram offers an optional Hard-to-Find Books service on ipage. Ingram's partner for Hard-to-Find Books is Alibris. Alibris is a leading provider of rare, hard-to-find, and antiquarian books.

Search options include Title, Author, Subject, Keyword(s) or ISBN/EAN. You can further refine your results by adding optional attributes including Binding (Any, Hardcover or Softcover), Publication Year (before and after years) and Net Price (Below and Above price criteria.) You can also specify if you want to see only a 1st Edition or Signed copy. This service does not allow for searching for a specific copy of a title.

Books ordered through this service may be used books. When viewing available titles through ipage, the condition of the book will be listed, such as Good, Very Good, Fine, Acceptable. Notations may also include additional information on the condition of the book.



Title Details

Hard to Find Books are not covered under your Ingram contract terms and discounts, and will not receive cataloging or processing services. A per book shipping and handling fee will be applied to each book.

Hard to Find Books are not covered under your Ingram contract terms and discounts, and will not receive cataloging or processing services. These titles will be net-priced. No minimum order is required.

Ingram will invoice customers for Alibris orders. These invoices will also appear on the monthly Ingram statement.

Titles ship from Alibris's distribution facility, and not an Ingram warehouse. They will not combine with your Ingram orders for shipping and may have different turn times and shipping methods. Delivery charges and freight charges will vary from your standard Ingram orders, and a $3.95 per book shipping and handling fee will be applied to each book if shipped within the United States.

Ingram Sendr
Ingram Sendr is an email marketing tool that allows you to create, send and track beautiful emails to your Library patrons. You can announce events, send staff picks, create an e-newsletter, or advertise a promotion or sale. Ingram Sendr can also be used to push messages to all your social media networks or create a print-ready flyer to distribute by hand. Features include:

- Sendr is easy to setup and use with our step-by-step instructions.
- Sendr provides ready-made templates waiting to be customized with your Library's news, events, staff picks, book reviews, photos, and more.
- Sendr emails can be branded with your Library's logo, information, website and social media links.
- Sendr emails can easily be sent to the Library's contact list, shared on social media, or printed.
- Sendr currently has 20,000 sends per month.
- Sendr emails allow you to remain in contact with your readers even when they're not in your library.
- Best of all, Sendr is available at **no cost** to Ingram Library customers!

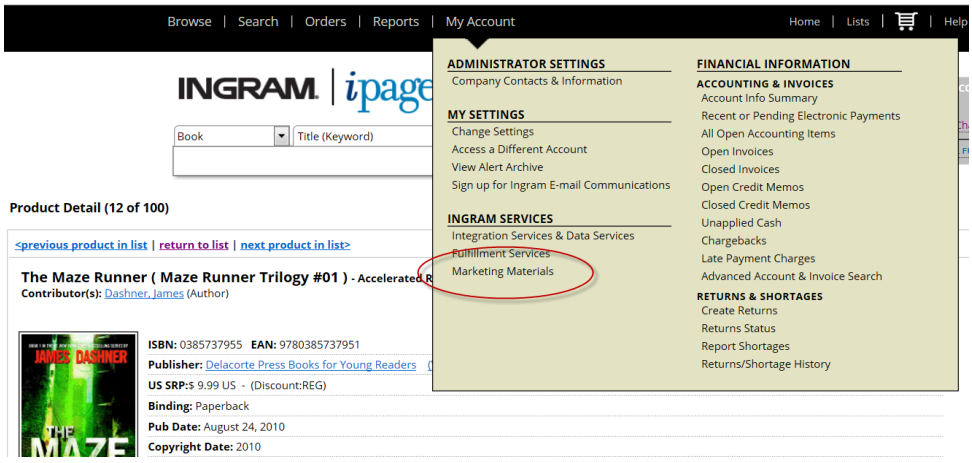
To learn more, please visit www.ingramsendr.com.

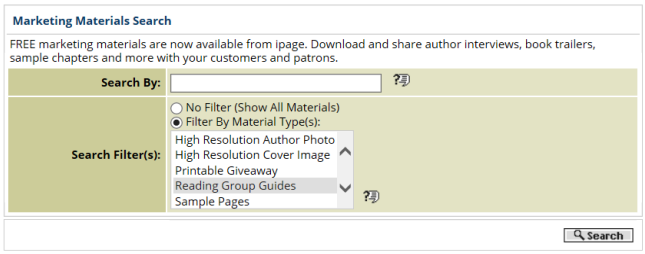
Marketing Materials on ipage

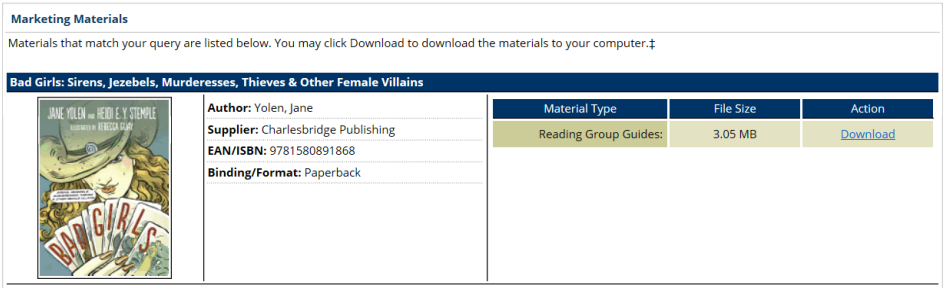
Ingram ipage is the Library's source for free publisher marketing materials. Available assets include shelf talkers, author photos, Q&As, book trailers, reading group guides, printable giveaways, teacher guides, and more. All content is cleared for use in newsletters and reading group materials, on websites and social media, and in other print and digital communications to customers and patrons.

Searching and downloading materials is quick and easy. There are two ways to access these files:

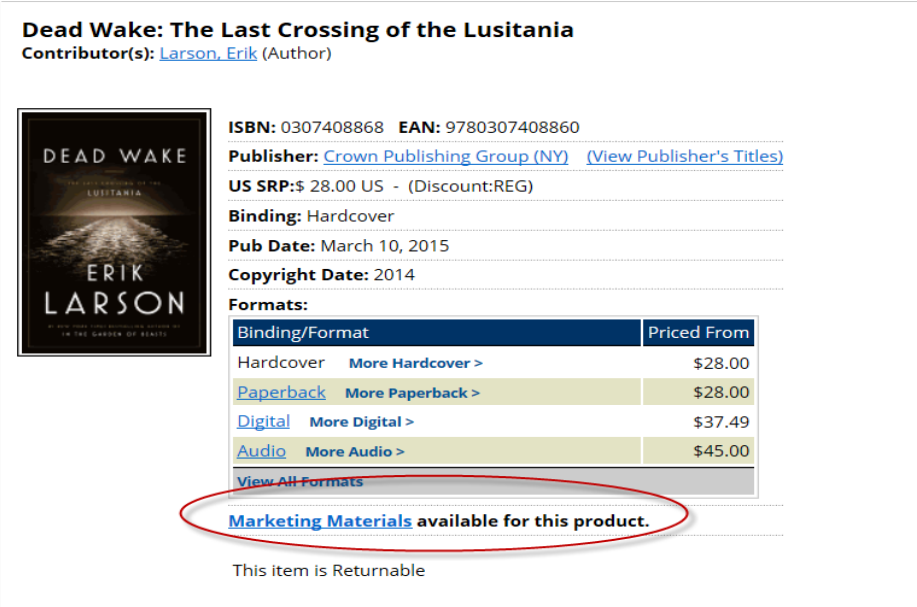
1. From the ipage homepage, hover over My Account and select Marketing Materials located under the Ingram Services section. From there you can search through the complete inventory of available assets.







2. When viewing an individual title, look for the Marketing Materials available for this product link on the Title Detail page.



25. Service Requirements Not Met: If not covered under the sections above, list any specifications in this document that our company will be unable to meet. If you propose to meet service needs in an alternative fashion, give the alternative.

Alternative to Lease Plan (Better World Books)
Ingram does not offer a traditional lease plan. Our observation is that the offer and use of lease plans by public libraries is in decline. Ingram has chosen to focus our offerings on the services and functionalities that support libraries in the most cost effective manner, which in our experience does not include lease plans.

Libraries have found using Ingram's standing order programs in conjunction with our partnership with Better World Books is an efficient, cost effective and eco-friendly alternative to a traditional lease program. The Library could purchase multiple copies as required of all the most popular/best-selling titles and once they are no longer circulating, donate them to Better World Books (BWB) in exchange for credit with Ingram that can be used to purchase new materials. Even better, there are no commitments with this process – no monthly fees and no minimums required.

Founded in 2002, Better World Books sells the surplus books of more than 3,000 libraries and 500 bookstores on a consignment basis. A portion of each book sold funds high-impact literacy projects in the United States and around the world. In the process, Better World Books has generated millions of dollars in unrestricted funding for libraries and literacy.

With Better World Books:

- The Library collects and boxes discards and donations
- BWB supplies shipping cartons and coordinates pickup of materials
- BWB scans, inventories, and prices materials and lists them for sale
- Books are sold on BetterWorldBooks.com and 52 additional channels
- A percentage of each sale is remitted to a non-profit literacy agency selected by each library.
- A percentage of each sale is remitted to Ingram, and the proceeds of the sale are credited to individual library accounts by Ingram for use on new materials
- Unsalable items are donated or recycled – nothing gets thrown away.

With libraries facing limited physical space and reduced budgets, donating books and receiving credits for the purchase of new materials means that the Library is able to meet its goal of providing current content to its patrons. By participating in Ingram's partnership with Better World Books, the Library can serve not only their local patrons, but their donations will help promote literacy programs world-wide.

Utilize Ingram Standing Order Programs to automatically receive (or obtain pre-pub notification of) newly published best-sellers and, if desired, add your own title selections. No contracts required.	Enter into an annual contract for book leasing services. Receive a monthly selection list of upcoming popular, best-seller titles. Choose the desired titles from that list and order.
Receive books in shelf-ready condition based on your specifications. Pay invoices as books arrive or place funds on deposit as an annual purchase plan.	Receive books in shelf-ready condition based on your specifications – some limitations apply. Pay the book leasing contract fee (monthly, quarterly, or annually).
When circulation declines, contact BWB for shipping supplies and to coordinate the pickup of materials. BWB scans, inventories, prices materials and lists them for sale.	When circulation declines, prepare paperwork, pack and ship books to your book leasing vendor.
The returned books are sold on BetterWorldBooks.com and other channels. A percentage of each sale is remitted to a non-profit literacy agency selected by the library and a percentage of each sale is remitted to Ingram as a credit to the library for future purchases. Unsalable items are donated or recycled – nothing gets thrown away.	The returned books are used for other libraries' starter lease collections, sold in bulk, or destroyed.
The library buys more materials to make patrons happy.	The library orders more materials to make patrons happy.

RFP
REQUEST FOR PROPOSAL
Title: Library Materials
Mid-Atlantic Library Alliance, MALiA
ATTACHMENT C

PRICING FOR OFFER CONSIDERATION
Discounts for Library and Staff Orders

Offerors shall return a completed copy of this attachment with their proposals. If pricing differs by type of library (public academic, school, special, or state agency), the contractor shall submit a separate copy of this attachment and specify the type of library for which pricing is proposed.

MALiA desires an attractive, predictable pricing structure and, at the same time, a high level of order fulfillment. Accordingly, MALiA seeks to select one or more primary contractors as well as one or more secondary contractors.

All discounts quoted will be applied to the publishers' lowest list price in effect at the time of shipment and exclude freight-pass-through pricing.

All discounts will apply to all shipments, including backorders, for each order placed by the library.

Participating libraries reserve the right to request supporting documentation (including copies of the publishers' invoices) on discount or service charge decisions of the contractor at any time during the contract period.

MATERIAL DISCOUNT / PRICING

LIBRARY TYPE (specify): _X__Public _X__ Academic ___School ___Special _X_ State Agency

1. Books (Reference LOT 1)	1 Copy	2+ Copy
1.1. Adult Trade Hardcover Bindings		46.0% 2-4 copies 46.2% 5-9 copies
1.1.1. Fiction	45.8%	46.5% 10+ copies 46.0% 2-4 copies 46.2% 5-9 copies
1.1.2 Non-fiction	45.8%	46.5% 10+ copies

1.2. Paperbacks		2-4 copies 40.0% 5-9 copies 41.0%
1.2.1. Quality	38.0%	10+ copies 42.0%
1.2.2. Mass-market	38.0%	2-4 copies 40.0% 5-9 copies 41.0% 10+ copies 42.0%
1.2.3. Pre-bound	35.0%	35.0%

1.2.4. Time required to ship prebound orders:

In-stock, non-processed or cataloged pre-bound books from Perfection Learning and San Val (Turtleback Books) are shipped within 24 hours or on the same business day if placed before local cut-off time at your designated Ingram distribution center. Ingram also offers paperback prebinding by HF Group for titles bought from Ingram. These titles receive the above paperback discounts, plus $5.25 per unit prebinding charge.

MATERIAL	DISCOUNT / PRICING
1.3. Juvenile Titles	
1.3.1. Trade hardcover bindings	45.8% 1 copy 46.0% 2-4 copies 46.2% 5-9 copies 46.5% 10+ copies
1.3.2. Publishers' library bindings	18.0%
1.3.3. Reinforced bindings	18.0%
1.3.4. Pre-bound books	35.0%

1.3.5. Time required to ship prebound orders:

In-stock, non-processed or cataloged pre-bound books from Perfection Learning and San Val (Turtleback Books) are shipped within 24 hours or on the same business day if placed before local cut-off time at your designated Ingram distribution center. Ingram also offers paperback prebinding by HF Group for titles bought from Ingram. These titles receive the above paperback discounts, plus $5.25 per unit prebinding charge.

1.4. Small Press	10.0%
1.5. University Press	
1.5.1 Trade	18.0%

1.5.2. Non-trade 18.0%

1.6. Serial Books (continuations) 0 – 46.5%

Standing orders and Continuations will receive the same discount schedule as firm orders, as outlined above.

1.7 Reference materials 10.0%

Non-trade/short discounted titles will receive a 10% discount. All net titles are sold at 0% discount.

1.8. Cataloging and Processing - Include total support detail and brochures for these services

1.8.1. Complete cataloging and processing $1.19

Automated Package includes Mylar or Label Protectors, Spine Label, Barcode, standard BookMARC record

1.8.2. Cataloging and processing without mylar jacket $1.19

Automated Package includes Mylar or Label Protectors, Spine Label, Barcode, standard BookMARC record

1.8.3. Mylar jacket and kit, unfastened $1.59

Mylar jacket + Catalog Card Kit

1.8.4. Mylar jacket, fastened or unfastened $0.60 unattached/ $0.69 attached

1.8.5. Kit, unfastened (to include book pocket, book card, spine label, complete set of catalog cards) $0.99

Catalog Card Kit also includes book pocket

1.8.6. Catalog card set $0.65

1.8.7. Machine-readable cataloging per record $0.35 standard BookMARC record via ipage, email or FTP

1.8.8. Additional charges Ingram offers over 100 processing options. Please contact your Sales Representative for additional processing options.

1.8.9. Reinforced plastic cover for paperbacks: 5 mil thick $1.99

1.8.10. Lighter laminate: $1.85

Describe & specify thickness: 15 mil

MATERIAL DISCOUNT / PRICING

1.8.11. Theft-detection devices: attached $0.50
3M or Checkpoint Theft; 3M Spine Insert = $0.55

1.8.12. Theft-detection devices: unattached $0.50
3M or Checkpoint Theft

2. Audiovisual (Reference LOT 2)

2.1. Formats

2.1.1. Spoken word cassettes No Bid

2.1.2. Books on tape No Bid

2.1.3. Books on CD 0 – 45%
90-95% of all spoken word audio CD receives the full 45% discount; however some spoken word is short discounted by the publisher

2.1.4. Compact discs 0 – 45%
Music on Compact Disc

2.1.5 Music cassettes No Bid

2.1.6 DVD 20 – 35%

2.1.8 VHS No Bid

2.1.9 Blu-ray 20 – 35%

2.1.10 Others: Video Games 5%

2.2. Performance rights

2.2.1. Public No Bid

2.2.2. Home use No Bid

2.3. Cataloging and Processing -

2.3.1. Catalog card sets $0.65

2.3.2. Machine-readable cataloging $0.35 standard BookMARC record via ipage, email or FTP

2.3.3. Theft-detection devices $0.50
3M DCD-2 Theft Overlay = $1.33

Provide complete information about what services are offered:
Ingram offers over 100 processing options. Please contact your Sales Representative for additional processing options.

3. Software (Reference LOT 3)

3.1. MAC No Bid

3.2. Windows No Bid

4. E-Books

4.1.. Fiction No Bid

4.2. Non-fiction No Bid

4.3 For purchased eBooks, what fees or other charges are applied in addition to the eBook title price? Which of these are paid up front? And which are recurring?

5. Delivery - INSIDE DELIVERY REQUIRED

5.1. Prepaid FOB

5.1.1. Destination MALiA libraries

5.1.2. Point of Shipment Chambersburg, PA or La Vergne, TN

5.2 Mode of shipment Ingram delivery, UPS or other common carrier

MATERIAL	DISCOUNT / PRICING	

LIBRARY TYPE (specify): ___Public ___ Academic _X_School _X_Special ___State Agency

1. Books (Reference LOT 1)	1 Copy	2+ Copy
1.1. Adult Trade Hardcover Bindings		
1.1.1. Fiction	38.0%	38.0%
1.1.2 Non-fiction	38.0%	38.0%
1.2. Paperbacks		
1.2.1. Quality	36.0%	36.0%
1.2.2. Mass-market	36.0%	36.0%
1.2.3. Pre-bound	35.0%	35.0%

1.2.4. Time required to ship prebound orders:

In-stock, non-processed or cataloged pre-bound books from Perfection Learning and San Val (Turtleback Books) are shipped within 24 hours or on the same business day if placed before local cut-off time at your designated Ingram distribution center. Ingram also offers paperback prebinding by HF Group for titles bought from Ingram. These titles receive the above paperback discounts, plus $5.25 per unit prebinding charge.

MATERIAL	DISCOUNT / PRICING
1.3. Juvenile Titles	
1.3.1. Trade hardcover bindings	38.0%
1.3.2. Publishers' library bindings	15.0%
1.3.3. Reinforced bindings	15.0%
1.3.4. Pre-bound books	35.0%

1.3.5. Time required to ship prebound orders:

In-stock, non-processed or cataloged pre-bound books from Perfection Learning and San Val (Turtleback Books) are shipped within 24 hours or on the same business day if placed before local cut-off time at your designated Ingram distribution center. Ingram also offers paperback prebinding by HF Group for titles bought from Ingram. These titles receive the above paperback discounts, plus $5.25 per unit prebinding charge.

1.4. Small Press ____10.0%____

1.5. University Press

1.5.1 Trade ____10.0%____

1.5.2. Non-trade ____10.0%____

1.6. Serial Books (continuations) __0 – 38.0%__

Standing orders and Continuations will receive the same discount schedule as firm orders, as outlined above.

1.7 Reference materials ____10.0%____

Non-trade/short discounted titles will receive a 10% discount. All net titles are sold at 0% discount.

1.8. Cataloging and Processing - Include total support detail and brochures for these services

1.8.1. Complete cataloging and processing ____$1.19____

Automated Package includes Mylar or Label Protectors, Spine Label, Barcode, standard BookMARC record

1.8.2. Cataloging and processing without mylar jacket ____$1.19____

Automated Package includes Mylar or Label Protectors, Spine Label, Barcode, standard BookMARC record

1.8.3. Mylar jacket and kit, unfastened ____$1.59____

Mylar jacket + Catalog Card Kit

1.8.4. Mylar jacket, fastened or unfastened $0.60 unattached/ $0.69 attached

1.8.5. Kit, unfastened (to include book pocket, book card, spine label, complete set of catalog cards) ____$0.99____

Catalog Card Kit also includes book pocket

1.8.6. Catalog card set ____$0.65____

1.8.7. Machine-readable cataloging per record $0.35 standard BookMARC record via ipage, email or FTP

1.8.8. Additional charges — Ingram offers over 100 processing options. Please contact your Sales Representative for additional processing options.

1.8.9. Reinforced plastic cover for paperbacks: 5 mil thick — $1.99

1.8.10. Lighter laminate: — $1.85

Describe & specify thickness: 15 mil

MATERIAL	DISCOUNT / PRICING
1.8.11. Theft-detection devices: attached	$0.50
3M or Checkpoint Theft; 3M Spine Insert = $0.55	
1.8.12. Theft-detection devices: unattached	$0.50
3M or Checkpoint Theft	

2. Audiovisual (Reference LOT 2)

2.1. Formats

2.1.1. Spoken word cassettes — No Bid

2.1.2. Books on tape — No Bid

2.1.3. Books on CD — 0 – 45%

90-95% of all spoken word audio CD receives the full 45% discount; however some spoken word is short discounted by the publisher

2.1.4. Compact discs — 20.0%

Music on Compact Disc

2.1.5 Music cassettes — No Bid

2.1.6 DVD — 25.0%

2.1.8 VHS — No Bid

2.1.9 Blu-ray — 25.0%

2.1.10 Others: Video Games — 5%

2.2. Performance rights

2.2.1. Public — No Bid

2.2.2. Home use — No Bid

2.3. Cataloging and Processing -

2.3.1. Catalog card sets — $0.65

2.3.2. Machine-readable cataloging — $0.35 standard BookMARC record via ipage, email or FTP

2.3.3. Theft-detection devices — $0.50

3M DCD-2 Theft Overlay = $1.33

Provide complete information about what services are offered:
Ingram offers over 100 processing options. Please contact your Sales Representative for additional processing options.

3. Software (Reference LOT 3)

3.1. MAC — No Bid

3.2. Windows — No Bid

4. E-Books

4.1.. Fiction — No Bid

4.2. Non-fiction — No Bid

4.3 For purchased eBooks, what fees or other charges are applied in addition to the eBook title price? Which of these are paid up front? And which are recurring?

6. Delivery - INSIDE DELIVERY REQUIRED

5.1. Prepaid FOB

5.1.1. Destination — MALiA libraries

5.1.2. Point of Shipment — Chambersburg, PA or La Vergne, TN

5.2 Mode of shipment — Ingram delivery, UPS or other common carrier

ATTACHMENT D

MALiA Membership 2016-2017

Name	Member #	City, State
1. Albemarle Regional Library	1129	Winton, NC
2. Alexander County Library	1103	Taylorsville, NC
3. Alleghany Highlands Regional Lib./Charles P. Jones Memorial Library	1197	Covington, VA
4. Amherst County Public Library	1001	Amherst, VA
5. Anderson Public Library 2016-17	1278	Lawrenceburg, KY
6. Anne Arundel County Public Library	1293	Annapolis, MD
7. Appalachian Regional Library	1252	West Jefferson, NC
8. Appomattox Regional Library System	1002	Hopewell, VA
9. Arlington Public Library 2016-17	1288	Arlington, VA
10. Augusta County Library	1089	Fishersville, VA
11. Averett University Library	1093	Danville, VA
12. Bath County Memorial Library 2016-18 New	1291	Owingsville, KY
13. Bedford Public Library	1003	Bedford, VA
14. Belington Public Library	1251	Belington, WV
15. Benton County Public Library	1220	Camden, TN
16. BHM Regional Library	1258	Washington, NC
17. Blackwater Regional Library	1004	Courtland, VA
18. Blue Ridge Community College	1006	Weyers Cave, VA
19. Blue Ridge Regional Library	1007	Martinsville, VA
20. Bluefield College/Easley Library	1008	Bluefield, VA
21. Boone County Public Library	1263	Burlington, KY
22. Boone Madison Library	1239	Madison, WV
23. Botetourt County Library	1009	Roanoke, VA
24. Boynton Beach City Library	1265	Boynton Beach, FL
25. Bracken County Public Library 2016-17	1289	Brooksville, KY
26. Braswell Memorial Library	1155	Rocky Mount, NC
27. Brevard College, J.A Jones Library	1116	Brevard , NC
28. Bridgewater College /Alexander Mack Library/	1085	Bridgewater, VA
29. Bristol Public Library	1010	Bristol, VA
30. Buchanan County Public Library	1011	Grundy, VA
31. Buncombe County Public Libraries	1144	Asheville, NC
32. Caldwell County Public library	1101	Lenoir, NC

33. Campbell County Public Library	1012	Rustburg, VA
34. Cape Fear Community College	1188	Wilmington, NC
35. Caroline Library, Inc.	1112	Bowling Green, VA
36. Carroll County High School	1015	Hillsville, VA
37. Caswell County Public Library	1200	Yanceyville, NC
38. Catawba County Library System	1270	Newton, NC
39. Central Rappahannock Regional Library	1016	Fredericksburg, VA
40. Central Virginia Community College Library	1094	Lynchburg, VA
41. Chapel Hill Public Library	1141	Chapel Hill, NC
42. Charlotte County Library	1194	Charlotte Court House, VA
43. Charlotte Mecklenburg Library	1130	Charlotte, NC
44. Chatham County Public Library System	1271	Pittsboro, NC
45. Chesapeake Public Library	1107	Chesapeake, VA
46. Chesterfield County Public Library	1084	Chesterfield, VA
47. Chesterfield County Public Schools	1189	Midlothian, VA
48. Christopher Newport University/Trible Library	1213	Newport News, VA
49. Clarksburg-Harrison Public Library	1234	Clarksburg, WV
50. Clarksville-Montgomery County Public Library	1241	Clarksville, TN
51. Cleveland County Memorial Library	1123	Shelby, NC
52. Clifton Forge Public Library	1145	Clifton Forge, VA
53. College of William & Mary/Wolf Law Library	1149	Williamsburg, VA
54. Colonial Heights Public Library	1017	Colonial Heights, VA
55. Craft Memorial Library	1190	Bluefield, WV
56. Craig County Public Library	1115	New Castle, VA
57. Culpeper County Library	1114	Culpeper, VA
58. Cumberland County Public Library	1275	Burkesville, KY
59. Cumberland County Public Library	1111	Cumberland, VA
60. Danville Community College	1019	Danville, VA
61. Danville Public Library	1020	Danville, VA
62. Davidson County Public Library	1152	Lexington, NC
63. Davie County Public Library	1212	Mocksville, NC
64. Delray Beach Public Library	1273	Delray Beach, FL
65. Duplin County Public Library	1139	Kenansville, NC

66. Durham Technical Community College	1191	Durham, NC
67. East Albemarle Regional Library	1186	Elizabeth City, NC
68. Eastern Shore Community College	1193	Melfa, VA
69. Eastern Shore Public Library	1022	Accomac, VA
70. ECPI University	1268	Virginia Beach, VA
71. Elizabethton/Carter County Public Library	1172	Elizabethton, TN
72. Emory & Henry College	1023	Emory, VA
73. Essex Public Library	1113	Tappahonnock, VA
74. Falkville Public Library	1260	Falkville, AL
75. Farmville Public Library	1224	Farmville, NC
76. Fauquier County Public Library	1024	Warrenton, VA
77. Fauquier County Public Schools	1185	Warrenton, VA
78. Ferrum College/Thomas Stanley Library	1025	Ferrum, VA
79. Floyd County Public Library	1238	Prestonburg, KY
80. Fontana Regional Library	1173	Bryson City, NC
81. Franklin County Library	1171	Louisburg, NC
82. Franklin County Public Library	1026	Rocky Mount, VA
83. Galax-Carroll Regional Library	1027	Galax, VA
84. Garrard County Public Library	1250	Lancaster, KY
85. Gaston County Public Library	1147	Gastonia, NC
86. Germanna Community College	1118	Locust Grove, VA
87. Gibsonville Public Library	1255	Gibsonville, NC
88. Gloucester County Library	1087	Gloucester, VA
89. Grant County Public Library	1254	Williamstown, KY
90. Graves County Public Library	1233	Mayfield, KY
91. Greensboro Public Library	1143	Greensboro, NC
92. Greenup County Public Library	1285	Greenup, KY
93. Halifax County-South Boston Public Library	1028	Halifax, VA
94. Hampden-Sydney College	1096	Hampden-Sydney, VA
95. Hampshire County Public Library	1243	Romney, WV
96. Hampton Public Library	1092	Hampton, VA
97. Handley Regional Library	1099	Stephens City, VA
98. Hanover County Public Schools	1136	Ashland, VA
99. Hardin County Public Library	1279	Elizabethtown, KY
100. Hardy County Public Library	1196	Moorefield, WV
101. Haywood County Public Library	1170	Waynesville, NC
102. Heartland Library Cooperative	1264	Okeechobee , FL

103. Henrico County Public Library	1018	Henrico, VA
104. Henrico County Public Schools	1135	Henrico, VA
105. Henry County Public Library	1276	Eminence, KY
106. Heritage Public Library	1029	Providence Forge, VA
107. Hickory Public Library	1256	Hickory, NC
108. Hocutt-Ellington Memorial Library	1214	Clayton, NC
109. Hopkinsville Christian County Public Library 16-17	1287	Hopkinsville, KY
110. J. Sargeant Reynolds Community College	1030	Richmond, VA
111. James L. Hamner Public Library/Amelia County	1083	Amelia Court House, VA
112. James W. Curry Public Library	1269	French Creek, WV
113. Jefferson Madison Regional Library	1031	Charlottesville, VA
114. Jessamine County Public Library	1210	Nicholasville, KY
115. John Tyler Community College Library	1032	Chester, VA
116. Kanawha County Public Library	1236	Charleston, WV
117. Keyser-Mineral County Public Library	1218	Keyser, WV
118. King University	1034	Bristol, TN
119. Laurel County Public Library	1242	London, KY
120. Lee County Library	1272	Sanford, NC
121. Library of Virginia	1134	Richmond, VA
122. Lincoln County Public Library	1245	Stanford, KY
123. Lincoln County Public Library	1128	Lincolnton, NC
124. Linebaugh Public Library System	1228	Murfreesboro, TN
125. Logan County Public Library	1232	Russellville, KY
126. Lonesome Pine Regional Library	1036	Wise, VA
127. Lord Fairfax Community College/Paul Wolk Library	1037	Middletown, VA
128. Luneburg County Public Library	1253	Victoria, VA
129. Lynchburg College/Knight-Capron Library	1226	Lynchburg, VA
130. Lynchburg Public Library	1038	Lynchburg, VA
131. Madison County Public Library	1225	Richmond, KY
132. Maitland Public Library	1290	Maitland, FL
133. Marion County Public Library	1281	Fairmont, WV
134. Mary Riley Styles Public Library	1039	Falls Church, VA
135. Mary Wood Weldon Memorial Library	1277	Glasgow, KY
136. Mason County Public Library	1211	Point Pleasant, WV

137. Mauney Memorial Library	1133	Kings Mountain, NC
138. McCreary County Public Library	1284	Whitley City, KY
139. McDowell County Public Library	1146	Marion, NC
140. Mecklenburg County Public Library	1126	Boydton, VA
141. Mecklenburg County Sheriff's Office Libraries	1231	Charlotte, NC
142. Meherrin Regional Library	1040	Lawrenceville, VA
143. Menifee County Public Library	1246	Frenchburg, KY
144. Middlesex County Public Library	1104	Urbanna, VA
145. Montgomery County Public Library	1235	Mt. Sterling, KY
146. Montgomery County Public Schools	1090	Christiansburg, VA
147. Montgomery-Floyd Regional Library	1041	Christiansburg, VA
148. Mooneyham Public Library	1174	Forest City, NC
149. Morgantown Public Library	1208	Morgantown, WV
150. Mountain Empire Community College/Wampler Library	1042	Big Stone Gap, VA
151. New Hanover County Public Library	1216	Wilmington, NC
152. New Martinsville Public Library	1205	New Martinsville, WV
153. New River Community College	1091	Dublin, VA
154. Newport News Public Library System	1044	Newport News, VA
155. Norfolk Public Library	1045	Norfolk, VA
156. Norfolk State University	1249	Norfolk, VA
157. Norris Library Foundation, Inc.	1247	Rutherfordton, NC
158. North Palm Beach Library 2016-17	1286	North Palm Beach, FL
159. Northeast State Community College/Wayne G. Basler Library	1046	Blountville, TN
160. Northern Virginia Community College	1132	Annandale, VA
161. Northumberland Public Library	1047	Heathsville, VA
162. Northwestern Regional Library	1165	Elkin, NC
163. Nottaway County Public Library	1142	Crewe, Va
164. Orange County Public Library	1125	Hillsborough, NC
165. Orange County Public Library	1117	Orange, VA
166. Pamunkey Regional Library	1048	Hanover, VA
167. Paris-Bourbon County Library	1274	Paris, KY

168. Patrick Henry Community College/Lester Library	1049	Martinsville, VA
169. Paul Sawyier Public Library	1266	Frankfort, KY
170. Pearisburg Public Library	1050	Pearisburg, VA
171. Pender County Public Libraries	1138	Burgaw, NC
172. Pendleton County Library	1183	Franklin, WV
173. Pendleton County Public Library	1261	Falmouth, KY
174. Perry Memorial Library	1223	Henderson, NC
175. Petersburg Public Library System	1051	Petersburg, VA
176. Piedmont Virginia Community College/Betty Sue Jessup Library	1102	Charlottesville, VA
177. Pittsylvania County Public Library	1052	Chatham, VA
178. Polk County Library Cooperative	1267	Bartow, FL
179. Polk County Public Library	1184	Columbus, NC
180. Poquoson Public Library	1053	Poquoson, VA
181. Portsmouth Public Library	1127	Portsmouth, VA
182. Powhatan County Public Library	1088	Powhatan, VA
183. Prince William Public Library System	1054	Prince William, VA
184. Public Library of Anniston-Calhoun County	1292	Anniston, AL
185. Public Library of Johnston County & Smithfield/Selma is under this library as a branch. Number was 1166	1160	Smithfield, NC
186. Pulaski County Library	1055	Pulaski, VA
187. Pulaski County Public Library	1283	Somerset, KY
188. Radford Public Library	1056	Radford, VA
189. Raleigh County Public Library	1259	Beckley, WV
190. Randolph County Public Library	1221	Asheboro, NC
191. Randolph-Macon College/McGraw-Page Library	1058	Ashland, VA
192. Rappahannock Community College	1097	Warsaw, VA
193. Rappahannock County Library	1206	Washington, VA
194. Richmond Public Library	1108	Richmond, VA
195. Richmond Public Schools	1237	Richmond, VA
196. Ritchie County Public Library	1177	Harrisville, WV
197. Roanoke City Public Library	1109	Roanoke, VA
198. Roanoke County Public Library	1059	Roanoke, VA
199. Robeson County Public Library	1164	Lumberton, NC

200. Rockbridge Regional Library	1120	Lexington, VA
201. Rowan Public Library	1150	Salisbury, NC
202. Russell County Public Library	1061	Lebanon, VA
203. Salem Public Library	1063	Salem, VA
204. Sampson-Clinton Public Library	1137	Clinton, NC
205. Samuels Library	1064	Front Royal, VA
206. Scotland County Memorial Library	1222	Laurinburg, NC
207. Scott County Public Library	1262	Georgetown, KY
208. Shenandoah County Library	1179	Edinburg, VA
209. Sheppard Memorial Library	1182	Greenville, NC
210. Smyth-Bland Regional Library	1066	Marion, VA
211. Southern Pines Public Library	1158	Southern Pines, NC
212. Southern Virginia University/Von Canon Library	1204	Buena Vista, VA
213. Southside Regional Jail Library	1187	Emporia, VA
214. Southside Virginia Community College	1203	Keysville, VA
215. Southwest Virginia Community College	1067	Cedar Bluff, VA
216. Spindale Public Library	1163	Spindale, NC
217. Stanly County Public Library	1195	Albemarle, NC
218. State Library of North Carolina	1248	Raleigh, NC
219. Staunton Public Library	1068	Staunton, VA
220. Suffolk Public Library	1069	Suffolk, VA
221. Sullivan County Public Library	1070	Blountville, TN
222. Tazewell County Public Library	1071	Tazewell, VA
223. Temple Rodef Shalom Library	1257	Falls Church, VA
224. Tennessee State Library & Archives	1199	Nashville, TN
225. Thomas Jefferson Library	1280	Falls Church, VA
226. Thomas Nelson Community College	1072	Hampton, VA
227. Tidewater Community College	1100	Norfolk, VA
228. Transylvania County Library	1156	Brevard, NC
229. Union County Public Library	1140	Monroe, NC
230. University of Virginia's College at Wise/Wyllie Library	1124	Wise, VA
231. Upshur County Public Library	1244	Buckhannon, WV
232. Vienna Public Library	1192	Vienna, WV
233. Virginia Beach Public Library	1073	Virginia Beach, VA

234. Virginia Department of Corrections-All Facilities	1201	Richmond, VA
235. Virginia Highlands Community College	1075	Abingdon, VA
236. Virginia State University/Johnston Memorial library	1198	Petersburg, VA
237. Virginia Western Community College	1077	Roanoke, VA
238. Warren County Memorial Library	1217	Warrenton, NC
239. Washington County Public Library	1078	Abingdon, VA
240. Wayne County Public Library	1168	Goldsboro, NC
241. Whitley County Public Library	1215	Williamsburg, KY
242. Williamsburg Regional Library	1080	Williamsburg, VA
243. Wilson County Public Library	1162	Wilson, NC
244. Wolfe County Public Library	1282	Campton, KY
245. Wythe-Grayson Regional Library	1098	Independence, VA
246. Wytheville Community College Library	1082	Wytheville, VA

NOT APPLICABLE TO INGRAM LIBRARY SERVICES LLC

ATTACHMENT E

Small Business Subcontracting Plan

Definitions

Small Business: "Small business" means a business that has been certified in accordance with Regulations governing Certification by the Virginia Department of Small Business and Supplier Diversity (DSBSD). Certification requirements can be found at www.sbsd.virginia.gov.

Women-Owned Business: "Women-owned business" means a business that has been certified in accordance with Regulations governing Certification by the Virginia Department of Small Business and Supplier Diversity (DSBSD). Certification requirements can be found at www.sbsd.virginia.gov.

Minority-Owned Business: "Minority-owned business" means a business that has been certified in accordance with Regulations governing Certification by the Virginia Department of Small Business and Supplier Diversity (DSBSD). Certification requirements can be found at www.sbsd.virginia.gov.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for bids. This shall also include DSBSD-certified women- and minority-owned businesses when they also hold a DSBSD certification as a small business on the bid due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.DSBSD.virginia.gov (Customer Service).

Bidder Name: _____

Preparer Name:_____ Date: _____

Instructions

A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form. This includes DSBSD-certified women-owned and minority-owned businesses when they have also received DSBSD small business certification.

B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in relation to the bidder's total price for the initial contract period. in Section B.

Section A
If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification number:_____ Certification Date:_____

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Micro/Small Business Name & Address DSBSD Certificate #	Status if Micro/Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract ($ or %)
Totals					

Attachment F

REQUEST FOR PROPOSAL

Title: Library Materials

Mid-Atlantic Library Alliance, Inc. (MALiA)

ATTACHMENT F

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The bidder:

☒ is a corporation or other business entity with the following SCC identification number:

F195193-0 **-OR-**

- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

- is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE** >>** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

Definitions of Binding Types and Presses

Discounts are applied to the publisher's current list price at the time of order entry. Prior to placing an order, the Library can determine a title's estimated discount by utilizing the "Price this List" feature on ipage.

In determining which titles receive less than full trade discounts, Ingram has utilized its best efforts to categorize books for pricing purposes by considering the binding, cost of acquisition, general marketing categories, publisher's discount, and other factors as defined by the Definitions of Binding Types and Presses provided. Ingram reserves the right to be the sole and final determinant of the pricing category.

Trade Hardcover: High demand fiction and nonfiction books published with a glued binding and a hardcover. These titles are typically for the general consumer and produced by widely distributed publishers. Trade bindings may also be referred to as retail trade editions, trade books, hardbound books, hardback books, cloth bound books or cloth cover books. Publishers normally produce these titles in larger print runs. *

Quality Paperback: High demand fiction and nonfiction books with paper covers and generally no size restriction. Any illustrations or graphics may be placed throughout the book; both paper and printing are high quality. These titles are typically for the general consumer and produced by widely distributed publishers. This binding may also be referred to as trade paper or trade paperback. *

Mass Market Paperback: High demand books with paper covers that are produced in a size to fit a standard retail store display and generally deal with subjects of mass appeal. Any illustrations are grouped together in one section of the book. *

Library Bindings: Books of higher quality publisher bindings, usually fanned and glued, and may also be sewn. Books may be identified as Library Bindings on ipage.

University Press: The binding types may vary for these titles (i.e. Hardcover and/or Paperback), but all are published by a University Press.

Short Discount/Non-Trade: Lower demand, small print-run books in various bindings, and includes legal, technical, reference, scientific, and medical titles as defined by Ingram subject categories. Titles are generally published by small or university presses. Also included are print and audiobook titles purchased at lower than full trade discount; titles with limited sales volume; and/or titles from publishers not in compliance with Ingram's purchasing requirements. Ingram is pleased to make this broad base of titles available to our customers with no service charges.

Large Print: Ingram does not recognize the large print title as a separate binding type for discount purposes. Large print titles will receive discounts according to the binding/press assigned to the ISBN ordered as outlined above.

Graphic Novels: A narrative work in which the story is conveyed to the reader using comic form. The term is employed in a broad manner, encompassing nonfiction works and thematically linked short stories as well as fictional stories across a number of genres.

Picture Books, Board Books, Easy Readers, and Big Books: These juvenile genre categories are not discounting categories used by Ingram. These books will receive the discount appropriate to the specific binding/press ordered as outlined above. We estimate that at least 80% would receive the full trade discount.

Prebound Books: Paperback books bound into a hardback edition. Our inventory also includes over 17,500 prebound titles from Perfection Learning and San Val (Turtleback Books), and are identified on ipage as Prebound-Sewn or Prebound-Glued

World Language Materials: Ingram does not recognize Spanish language (or any world languages) as a discounting category. These books will receive the discount appropriate to the specific binding/press ordered as outlined above.

Spoken Word Audio: Audiobooks produced for the general consumer and dealing with subjects of mass appeal. Spoken Word audio may be abridged or unabridged and are generally sold by publishers at full trade discounts, however some titles may be short discounted by the publisher. Ingram does not differentiate between MP3 CD and Audio CD formats for discounting purposes.

Book and spoken word audio kits will receive discounts based upon classification of the title, typically by the publisher, as a book or as a spoken word audio. If classified as a book, it will receive the discount appropriate to the specific binding/press assigned to the ISBN ordered.

DVD and Blu-ray: Currently, Ingram provides pre-recorded titles in these categories under a single discount. However, should a new format of DVD emerge in the industry for which studios apply different purchasing terms, Ingram will notify the Library of the discount applicable to that new format.

Net: Low demand, small print run books in various binds upon which Ingram receives minimal or no purchase discount. This category of book will receive a 0% discount. Ingram is pleased to make this broad base of titles available to our customers with **no service charges**.

**See Short Discount for explanation on titles that may fall outside of this discount category.*

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: 2017-71500-01

This contract entered into the 1st day of July 2017, by Baker & Taylor, LLC. hereinafter called the "Contractor" and Commonwealth of Virginia, The Library of Virginia, called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From July 1, 2017 through June 30, 2020 with two one-year additional renewal periods.

The contract documents shall consist of:

(1) This signed form;

(2) The following portions of the Request for Proposal #2017-71500-01 dated April 10, 2017:

(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions

(3) The Contractor's Proposal dated April 28, 2017, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR: Baker & Taylor LLC

By: Lee Ann Queen

Title: Director Pricing Services

PURCHASING AGENCY:

By: Connie B. Warren

Title: Deputy

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Request for Proposal

Library Materials

For

Mid-Atlantic Library Alliance

(MALiA)

Due: April 28, 2017 at 4:00 P.M.

BAKER & TAYLOR, LLC
2550 WEST TYVOLA ROAD
SUITE 300
CHARLOTTE, NC 28217

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Baker & Taylor Returns Policies	Exhibit D
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Continuation Services	Exhibit F
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Baker & Taylor Response

MALIA RFP Document

Library Materials

Please note, any clarification to specifications appears within the document, just underneath the associated section.

BAKER & TAYLOR
the future delivered

April 26, 2017

Ms. Carolea Newsome, Contract Administrator
Mid-Atlantic Library Alliance
John Cook Wyllie Library
University of Virginia's College at Wise
One College Avenue
Wise, VA 24293

RE: Proposal for Library Materials

DUE: April 28, 2017 at 4:00 pm

Dear Ms. Newsome;

Thank you for allowing Baker & Taylor the opportunity to respond to your RFP. Any clarifications to the RFP terms and conditions are listed on the attached pages.

Our contacts and experience in the library marketplace have enabled us to establish the most comprehensive coverage of materials and range of services in the industry. Baker & Taylor is the nation's leading supplier of books and related cataloging and processing services, representing over 75,000 publishers and imprints. We are the oldest book distributor in the United States, servicing markets with economical pricing and excellent services for over 188 years.

Should you have any questions upon reviewing our response, please contact me at 800-775-7930, ext. 3245. I will be pleased to answer any questions or to clarify any information.

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

Sincerely,

Lee Ann Queen

Lee Ann Queen
Director – Pricing Services

Telephone: 800-775-7930, ext. 3245
Fax: 704-998-3260
E-Mail: queenl@baker-taylor.com

REQUEST FOR PROPOSAL

Issue Date: April 10, 2017

Title: Library Materials
Commodity Codes: 71510, 71512, 71535, 71505, 71590

Issuing Agency: Library of Virginia, on behalf of Mid-Atlantic Library Alliance (MALiA) Carolea Newsome, Contract Administrator John Cook Wyllie Library University of Virginia's College at Wise One College Avenue Wise, VA 24293

Using Agency: Library of Virginia on behalf of Mid-Atlantic Library Alliance (MALiA)

Initial Period of Contract: From July 1, 2017 through June 30, 2020 with two one-year additional renewal periods.

Sealed Proposals Will Be Received Until 4:00 p.m. (Eastern Standard Time) on Friday, April 28, 2017, For Furnishing The Services Described Herein.

All Inquiries For Information Should Be Directed To: Carolea Newsome, Contract Administrator, 276/328-0152 (V), 276/455-9374 (C), or MALiAContract@ehc.edu.

IF PROPOSALS ARE MAILED, ARE HAND DELIVERED OR EXPRESS MAILED, SEND DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In compliance with this Request For Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name and Address of Firm: *Baker & Taylor, LLC, 2550 W Tyvola Rd., Ste 300, Charlotte, NC 28217*
Date: *April 26, 2017*
By: *Lee Ann Queen*
Name: Lee Ann Queen **(Signature in Ink)**
eVA Vendor ID or DUNS *787724772* **(Please Print)**
Fax Number: *704-998-3260*
Title: *Director – Pricing Services*
E-mail Address: *bids@baker-taylor.com*
Telephone Number: *800-775-7930 ext 3245*

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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SCHEDULE OF EVENTS

Activity	Date
Release RFP	Monday, April 10, 2017
Proposal Due Date	Friday, April 28, 2017, 4:00 PM EST
Contract Award	June, 2017

I. PURPOSE

The purpose of this Request for Proposal (RFP) is for the Library of Virginia to solicit sealed proposals from qualified sources and to establish contract(s) through competitive negotiations with one or more contractors to provide library materials to member libraries of the Mid-Atlantic Library Alliance (MALiA).

This RFP outlines the terms, conditions, and all applicable information required for submitting a proposal. Proposal respondents should pay strict attention to the proposal submission date and time and follow the format and instructions in Section IV (Proposal Preparation and Submission) of this RFP.

II. BACKGROUND

Mid-Atlantic Library Alliance (MALiA) is an organization of public library systems, academic, school systems, institutional, and special libraries established to provide cooperative information services and programs. Full membership shall be conveyed to applicant libraries upon payment of applicable fees to the corporation.

The Mid-Atlantic Library Alliance (MALiA) consortium represents 246 libraries throughout the mid- Atlantic region. As of January 2017, membership includes 194 public, 41 academic, 7 schools, and 4 special libraries. See Attachment D: MALiA Member Libraries as of January, 2017 for a list of participating institutions or consult the MALiA Web site (http://www.malialibrary.org/) for a current list of members.

The purpose of MALiA is to encourage the development and improvement of all types of library service and to promote the efficient use of finances, personnel, materials and properties by enabling governing authorities having library responsibilities to join together in a nonprofit library consortium.

Participation by MALiA members in this contract is optional and is at the discretion of each participating member. It is understood and agreed between the parties to any agreement resulting from this RFP that any library that becomes a member of MALiA after the award of this contract will be accepted at any time under the terms of this contract.

The approximate, combined library materials budget for all MALiA members per year is estimated at over $30,000,000. The approximate stated dollar amount is not to be construed to represent any amount MALiA is obligated to purchase under the resulting contract or relieve the contractor of any obligation to provide service. Dollar amounts may change during the course of the contract and MALiA reserves the right to increase or decrease the amount as actual needs and funding determine.

III. STATEMENT OF NEED

The contractor must be able to provide services necessary to fill orders for library materials placed by any MALiA member library on a consistent basis during the term of the contract.

The contractor must be capable of supplying library materials from various types of publishers and must be able to provide geographical coverage for library materials published worldwide.

Library materials are defined for the purpose of this RFP as stated in the 2013 edition of the ALA Glossary of Library and Information Science edited by Toni M. Carter. and Michael Levine-Clark:

"Materials of all physical substances and formats (4), acquired by a library (3) to constitute its library collection, devices for reading, viewing, or hearing the informational content of materials are excluded."

Participating MALiA member libraries that become dissatisfied with the service received during the course of this contract may withdraw at any time with no penalty.

IV. PROPOSAL PREPARATION & SUBMISSION

1. RFP Responses:

In order to be considered for selection, offerors must submit complete responses to this RFP. Three (3) original and one (1) electronic copy (on CD-ROM or via email) of the proposal must be submitted. No other distribution of the proposal shall be made by the offeror.

2. Proposal Preparation:

a. Proposals shall be signed by an authorized representative of the contractor. Failure to submit all information requested may result in the Library of Virginia requiring prompt submissions of missing information and/or giving a lower evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the Library of Virginia. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP

requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. The original copies of the proposal should be bound or contained in single volumes where practical. All documentation submitted with the proposal should e contained in that single volume.

e. Ownership of all data, materials and documentation originated and prepared for the Library of Virginia pursuant to the RFP shall belong exclusively to the Library of Virginia and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the firm shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 11-52D of the Code of Virginia, in writing, either before or at the time the data or material is submitted. The written notice must specifically identify the data or material to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal to this RFP may be required to give an oral presentation of their proposal. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. If demonstrations are required, the Library of Virginia will schedule time and location of these presentations. Oral presentations are an option and may not be conducted.

V. EVALUATION & AWARD CRITERIA

A. Evaluation Criteria: Proposals shall be evaluated using the following criteria:

POINT VALUE	
20 Points	The scope and suitability of the work to be performed, capability and capacity to fully satisfy contract requirements, the manner in which these services are to be provided, approach to providing the service, and ability to meet schedules as represented by to the Service Requirements Deemed Important in Consideration of Contractor Selection portion of the RFP.

20 Points	Sound business environment with experience in providing library materials as outlined Offeror Data Sheet in this RFP including the number of years the offeror has been actively engaged in the business and favorable references from current accounts.
20 Points	Small Business Subcontracting Plan
20 Points	Discount as listed in the Pricing Offer Consideration, Discounts for Library and Staff Orders portion of this RFP. Offeror shall provide standard price lists of products to indicate base price from which discount is taken.
20 Points	Past performance on similar types of contracts.
100 TOTAL	

VI. GENERAL TERMS AND CONDITIONS:

A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."

B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

1. During the performance of this contract, the contractor agrees as follows:

   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs :** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

Baker & Taylor's payment terms are Net 30 days from the date of invoice.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in

dispute (*Code of Virginia,* § 2.2-4363).

2. To Subcontractors:

   a. A contractor awarded a contract under this solicitation is hereby obligated:

      (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

      (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

   b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL,* APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth

reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or

   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

   c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as

it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

As a wholesaler, Baker & Taylor must rely on publishers to produce the products requested. We will make every effort to obtain the requested material within the desired time period. Should requested materials be, for any reason, unavailable to Baker & Taylor we will not be held liable for expenses incurred by member libraries to obtain this material from outside sources.

Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless

the offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

S. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

Comply.

Packaging
All books will be packaged (packed and marked) in accordance with the best commercial practices.

Shipping Label
Baker & Taylor's 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).

T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia.* The bidder or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - $100,000.

3. Commercial General Liability - $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to

(i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex- offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider..

X. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA

Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

   (i) DSBSD-certified Small Businesses: 1%, capped at $500 per order.

   (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at $1,500 per order.

b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

   For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

   The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

Baker & Taylor is a registered member of the eVA procurement system and will comply with this request.

Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to extent of the funds available or which may hereafter become available for the purpose of this agreement.

Z. **SET-ASIDES:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as "Micro Business Set-Aside Award Priority" or "Small Business Set-Aside Award Priority" accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority- owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.

AA. **BID PRICE CURRENCY**: Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.

VII. SPECIAL TERMS AND CONDITIONS

1. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Library of Virginia will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

2. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

B. **AWARD OF CONTRACT:** Selection shall be made to two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including price/discount, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Library of Virginia shall select the offeror(s) which, in its opinion, has made the best proposals, and shall award the contract to those offeror(s). Multiple contracts may be awarded. The Library of Virginia may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359D, Code of Virginia.). Should the Library of Virginia determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

3. **ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

Baker & Taylor proposes to offer services to MALIA's Public Library and State Agency members. Upon award, Baker & Taylor will update these MALIA members within our system to reflect the terms and conditions outlined within this Request for Proposal. Please note, Baker & Taylor must be notified of any additions and/or deletions of membership.

4. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

5. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

6. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:_____ _____**4:00 p.m. Est**

Name of Bidder/Offeror | Due Date | Time

_____ _____

Street or Box Number | IFB No./RFP No.

_____ _____

City, State, Zip Code | IFB/RFP Title

Name of Contract/Purchase Officer or Buyer_____

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

7. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

A. It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan.

Unless the bidder/offeror is registered as a DSBSD-certified small business and where it is not practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

B. Each prime contractor who wins an award in which a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a (insert monthly, quarterly, or other frequency)__basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. Upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.

C. Each prime contractor who wins an award valued over $200,000 shall deliver to the contracting agency or institution on a ___ (insert monthly, quarterly, or other frequency) _ basis, information on use of subcontractors that are not DSBSD-certified small businesses. Upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

8. **REFERENCES:** Bidders shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

	ORGANIZATION	ADDRESS	CONTACT PERSON / TELEPHONE
1.	Virginia Beach Public Library	4100 Virginia Beach Blvd. Virginia Beach, VA 23452	Booker Bates (757)385-0161

2.	New Hanover County Library	201 Chestnut Street Wilmington, NC 28401	Margaret Mills (910)798-6361
3.	Central Rappahannock Regional Library	1201 Caroline Street Fredericksburg, VA 22401	Janice Black (540) 834-0623 ext 222

9. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for two (2) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

10. **eVA Business-To-Government Contracts and Orders:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

(i) DSBSD-certified Small Businesses: 1%, capped at $500 per order.

(ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at $1;500 per order.

b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

L. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation

Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

RFP
REQUEST FOR PROPOSAL
Title: Library Materials
Mid-Atlantic Library Alliance, MALiA

ATTACHMENT A

Offeror Data Sheet

QUALIFICATIONS OF THE OFFEROR: Offerors shall return a completed copy of this attachment with their proposals. Offerors shall exhibit sound business environment with experience in providing library materials, capability and capacity in all respects to fully satisfy the contractual requirements, including the number of years the offeror has been actively engaged in the business and favorable references from current accounts. To adequately evaluate proposals, MALiA requires the following information of all offerors.

4. YEARS IN BUSINESS: Indicate the length of time the contractor has been in business providing these types of goods and services. Years *188* Months since

5. REFERENCES: Offerors shall provide a list of 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, telephone number and email address.

	ORGANIZATION	ADDRESS	CONTACT PERSON / TELEPHONE
2.1.	Virginia Beach Public Library	4100 Virginia Beach Blvd. Virginia Beach, VA 23452	Booker Bates (757) 385-0161
2.2.	New Hanover County Library	201 Chestnut Street Wilmington, NC 28401	Margaret Mills (910) 798-6361
2.3.	Central Rappahannock Regional Library	1201 Caroline Street Fredericksburg, VA 22401	Janice Black (540) 834-0623 ext 222

6. CONTRACT ADMINISTRATION: List full names and addresses of the contractor and any branch offices that may be responsible for administering the contract.

6.1. Contractor:

Name: Baker & Taylor, LLC

Address: 2550 West Tyvola Rd., Ste. 300 City: Charlotte State: NC Zip: 28217

6.2. Person to contact re proposal:

Name: Lee Ann Queen, Director – Pricing Services

Telephone: (800) 775-7930 ext 3245 Fax: (704) 998-3260 E-Mail: bids@baker-taylor.com

6.3. Person to contact re changes during the life of the contract:

Name: Angela Scott – Pricing Services

Address: 2550 West Tyvola Rd., Ste 300 City: Charlotte State: NC Zip: 28217

Telephone: (800) 775-7930 ext 3206 Fax: (704) 998-3260 E-Mail: angela.scott@baker-taylor.com

7. Customer Service:

7.1. Contractor must have a sales representative for states served by Malia (Virginia, Tennessee, and North Carolina)

Public Library / State Agency
North Carolina / Virginia / West Virginia
Name: Jerry Bryan, Sales Consultant – Public Libraries

Address: 2550 West Tyvola Rd., Ste 300 City: Charlotte State: NC Zip: 28217

Telephone: (800) 775-7930 ext 1230 Fax: (704) 998-3260 E-Mail: jerry.bryan@baker-taylor.com

Alabama / Tennessee
Name: Jill Blades, Sales Consultant – Public Libraries

Address: 2550 West Tyvola Rd., Ste 300 City: Charlotte State: NC Zip: 28217

Telephone: (800) 775-7930 ext 1350 Fax: (704) 998-3260 E-Mail: jill.blades@baker-taylor.com

Kentucky
Name: Joan Stubbs, Sales Consultant – Public Libraries

Address: 2550 West Tyvola Rd., Ste 300 City: Charlotte State: NC Zip: 28217

Telephone: (800) 775-7930 ext 1900 Fax: (704) 998-3260 E-Mail: joan.stubbs@baker-taylor.com

Florida
Name: Fred Harvey, Sales Consultant – Public Libraries

Address: 2550 West Tyvola Rd., Ste 300 City: Charlotte State: NC Zip: 28217

Telephone: (800) 775-7930 ext 1410 Fax: (704) 998-3260 E-Mail: fred.harvey@baker-taylor.com

7.2. Contractor must provide toll-free customer service telephone number and/or E-Mail, and an account representative must be assigned to the library to respond to problems (e.g., with orders, claims, renewals, invoices, credits) and provide management reports and data.

Public Library / State Agency

Virginia
Telephone: (800) 775-1200 ext 2745 E-Mail: michelle.lipscomb@baker-taylor.com – Michelle Lipscomb

North Carolina / West Virginia
Telephone: (800) 775-1200 ext 2212 E-Mail: carol.lemasters@baker-taylor.com – Carol LeMasters

Tennessee
Telephone: (800) 775-1200 ext 2281 E-Mail: andrea.turner@baker-taylor.com – Andrea Turner

Kentucky
Telephone: (800) 775-1200 ext 2764 E-Mail: kim.waldrop@baker-taylor.com – Kim Waldrop

Florida
Telephone: (800) 775-1200 ext 2264 E-Mail: cretia.fitzpatrick@baker-taylor.com – Cretia Fitzpatrick

Alabama
Telephone: (800) 775-1200 ext 2434 E-Mail: delilah.waldrop@baker-taylor.com – Delilah Waldrop

8. EXPERIENCE:

In the space provided, give a description of the offeror's related work experiences that would demonstrate the offeror's ability to fulfill the contract. Include the extent to which your company is actively engaged in supplying, to libraries, materials of the type listed in this RFP.

We are a leading supplier to over 100,000 customers worldwide, consisting of domestic and international public libraries, government institutions, bookstores and Internet retailers, with annual sales of more than $1.7 billion. Baker & Taylor offers experience and expertise in the distribution of books, e-books, entertainment products and related technical and physical processing services through a variety of programs such as firm order, continuation services, and customized library services. We serve as a vital link in the publishing industry; Baker & Taylor's expertise in the provision of services and materials is built upon its relationships with more than 75,000 publishers/producers and imprints, supporting an inventory of 18 million units.

We have worked with members of the MALIA Cooperative for over 24 years and we presently serve as an awarded vendor of the current agreement.

9. COMPANY STABILITY:

6.1 Describe your company's financial stability, available equipment, and other resources that will ensure the delivery of acceptable services to MALiA.

Baker & Taylor is one of the world's largest distributors of books, audiovisual materials, and related services. With a workforce of over 2,000 employees, Baker & Taylor has the largest staff of professionals in the industry. Baker & Taylor will save MALIA members time and money by providing a single source for a wide range of ordering choices. We offer a wide array of value-added services to our Library customers.

These services include flexible cataloging, processing, and collection development services.

Baker & Taylor is proud of its longstanding affiliation with MALIA, having serviced the members for more than 24 years. We offer local sales representation and Customer Service representatives available to assist with any account issues.

General Company Information

Baker & Taylor is headquartered in Charlotte, North Carolina and operates distribution, technical support, and sales centers worldwide. Our Charlotte location maintains all sales administration, customized library services, human resources and financial operations. Book and Audiovisual distribution centers are strategically located in Illinois, New Jersey, Nevada and Georgia.

For a banking reference, MALIA may contact:
Bank of America, N.A.
Atlanta Plaza Building
600 Peachtree Street, NE
Atlanta, GA 30308-2265
Linda Thrash
Telephone: (404) 607-5388
Fax: (404) 607-5482
DUNS Number: 78-772-4772

6.2 Explain how that your company is a prime jobber dealing directly with publishers. Include a list of the publishers/distributors represented. (If that list is too long, list the publishers/distributors NOT represented and indicate that you have chosen this option.)

A force in the book and media communities, Baker & Taylor has established relationships with over 75,000 publishers and producers, 25,000 from which we order materials on a regular basis. Baker & Taylor is continually expanding the number of publishers and producers from which we purchase materials. We add, on average, 300 new publisher/producers a month, including major trade, university press, independent press, foreign language press, specialty publishers, and high demand, non-print producers. Our aggressive pursuit of the materials libraries need is best emphasized by our "open list" approach to new publishers and to publishers for which we have noticed an increase in demand. Per your request, please see the enclosed Publishers Not Supplied list, included as Exhibit I.

RFP
REQUEST FOR PROPOSAL
Title: Library Materials
Mid-Atlantic Library Alliance, MALiA ATTACHMENT B

Service Requirements Deemed Important in Consideration of Contractor Selection

Offerors shall return a completed copy of this attachment with their proposals, indicating how they will meet each requirement in regard to the scope and suitability of the work to be performed, capability and capacity to fully satisfy contract requirements, the manner in which these services are to be provided, approach to providing the service, and ability to meet schedules. The following section is an itemized checklist of the service requirements to be considered. In the **space provided**, describe the services that will be performed by the contractor. Additional documents may be attached **only** if necessary.

LOT 1 – BOOKS

1.1 Approximate number of publishers/distributors you can supply (by category):

Books: 75,000+ publishers and imprints

1.2. Approximate number of titles you currently supply:

Books: 4.9 million

1.3. Types of materials you can supply (check all that apply):

X Fiction	X Backlist
X Nonfiction	X Out-of-Print *(print on demand as available)*
X Reference	X Continuations
X Current/Popular	

1.4 Types of audience you can supply

X Children
X Young Adult
X Adult

LOT 2- Audio/Visual

2.1 Approximate number of publishers/distributors you can supply (by category):

Audio-Spoken Word: 75,000
Audio-Music: 800
DVD-Blu-ray: 1,800

2.2. Approximate number of titles you currently supply:

Audio-Spoken Word: 148,000
Audio-Music: 56,000
DVD-Blu-ray: 48,000

2.3. Types of materials you can supply (check all that apply):

__X__ **Audio**- Music/Spoken Word

2.3.1 __X__ Cassette Tapes *(spoken word audio only)*
__X__ Compact Discs

A) __X__ Classical
B) __X__ Popular
C) __X__ Spoken Word

__X__ **Video**

2.3.2 No Bid VHS
__X__ DVD
__X__ Blu-Ray

A) __X__ Educational
B) __X__ Feature/Entertainment
C) __X__ Foreign
D) __X__ Instructional

2.4 Types of audience you can supply

__X__ Children
__X__ Young Adult
__X__ Adult

LOT 3 – SOFTWARE - *NO BID*

3.1 Approximate number of publishers/distributors you can supply (by category):

No bid

3.2. Approximate number of titles you currently supply:

No bid

3.3. Types of materials you can supply (check all that apply):

_____Library
_____Business

_____Home
_____Educational
_____Games

3.4 Types of audience you can supply

_____Children
_____Young Adult
_____Adult

LOT 4 – E- BOOKS

4.1 Approximate number of publishers/distributors you can supply (by category):

Baker & Taylor's Axis 360 digital content service currently offers eBooks for more than 500 publisher imprints, and 200 eAudiobook suppliers.

4.2. Approximate number of titles you currently supply:

1,300,000+ (1.2 million eBooks and 100,000 eAudiobooks)

4.3. Types of materials you can supply (check all that apply):

__X__Fiction
__X__Nonfiction
__X__Reference
__X__Current/Popular
__X__Backlist
_____Out-of-Print
__X__Continuations

4.4 Types of audience you can supply

__X__Children
__X__Young Adult
__X__Adult

4.5 Are you able to provide integrated search and access to full text on the same platform and user interface for both eBooks and databases?

Axis 360 provides content hosting and circulation for eBooks and eAudiobooks in one integrated service. All titles are discoverable and accessible via the library's Axis 360 website, via the Axis 360 apps and from the library's OPAC. API integration with library automation systems provides for seamless discovery, checkout and reading.

4.6 Are your eBooks maintained on a third party dark archive, from which they could be made accessible in the event your platform ceases to exist?

Digital materials licensed for use in Axis 360 are transferrable to other hosting platforms with publisher permissions, if the library chooses to work with another vendor or if B&T is no longer able to

provide ongoing access to the service.

4.7 For purchased eBooks, are there limits to the number of times per year any given title can be accessed or loaned?

Almost all content licensed for use on Axis 360 is available in perpetuity. There are a few publishers that impose usage limits on content licenses and all content aggregators are obliged to enforce these usage limits. The publishers with license limits are:

HarperCollins	License must be renewed after 26 loans.
Macmillan	All titles are availablefor two-years or 52 loans (whichever comes first).
Simon & Schuster	A one-year expiration date on ebooks licensed to libraries.

4.8 Do you offer eBook download (download of entire eBooks)?

Yes. Axis 360 eBooks and eAudiobooks can be downloaded to the Axis 360 apps. eBooks can also be accessed and read in a web browser, for users that do not want to download to their device.

4.8a Is there additional cost to enable download?

No cost for content downloads.

4.8b Is the checkout period configurable by the library? To what extent?

Yes, the library may set the circulation period to any number of days. Users can return books early or renew items prior to expiration if there are no other users in the holds queue for that title.

4.8c Is maximum simultaneous checkouts per user configurable?

Yes. The library sets the number of simultaneous checkouts allowed per user.

4.8d Do you offer holds functionality?

Yes. Holds queue and copy availability notifications to users are managed within the Axis 360 service. The Axis 360 Administrative Dashboard also allows the library to set holds ratio notifications to receive alerts when holds on a title exceed that ratio.

4.9 For purchased eBooks, what concurrent user options do you offer? If multiple, please specify number of concurrent users.

Some publishers offer simultaneous use models and generally allow for unlimited concurrent use per library location.

General questions pertaining to all formats.

1. Are you the sole source of any material offered?

   Yes X No___

   If yes, describe: *Baker & Taylor is the sole source for the Title Source family of products. Please see attached letter, pages 34-35, for information regarding Title Source.*

   B&T is sole-source provider for the Axis 360.

2. Do you supply country of foreign publishers?

   Yes X No___

   If yes, describe: *Baker & Taylor can provide any book available through normal U.S. wholesale channels.*

   We currently provide e-book content in English, Spanish, and French with other languages being added.

3. Provide evidence that demonstrates that your company maintains sufficient inventory to supply up to 10 copies of most titles without backordering.

   Baker & Taylor's national inventory is over 18 million book volumes. Our Buying team works with publishers to assure that highly anticipated titles are received at Baker & Taylor well in advance of street date.

4. Describe how data about publishers/producers/distributors, titles, and availability are made available to customers.

   Baker & Taylor provides regular updates on the availability of materials. We provide extensive pre-publication announcement information to our Library customers through a variety of targeted catalogs that highlight recommended titles for individual needs.

   Book Publications:
   The following publications are available free of charge to Baker & Taylor customers. These catalogs are available electronically via our website www.baker-taylor.com and in cart format in Title Source 360. From the top horizontal bar, select "Libraries"; then "Public Libraries". From the left side bar, select "Publications".

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

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

Graphic Novels
Graphic Novels is the Baker & Taylor catalog dedicated to graphic novels, one of the fastest growing genres in books.

Graphic Novels, a full-color publication, offers many pages of title lists and insight into the unique "language" of this specialty category. Sections include:

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

Graphic Novels is published quarterly.

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

Please note the June and July issues are combined, as are the November and December issues.

Contents of Growing Minds include:

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

Scope
Scope is Baker & Taylor's catalog of recently released and best-selling hardcover and paperback titles covering the science, technical, medical and academic genres. It is published three times a year.

Contents of Scope include:

- *New Releases by Category*
- *Best Sellers: Academic Library*
- *Best Sellers: Public Library*

Spirit
Spirit is Baker & Taylor's quarterly preview of notable religious, inspirational, motivational and spiritual titles. In these trying times, these titles will always be popular with your patrons.

Featuring more than 200 fiction and nonfiction titles, Spirit promotes both book and spoken-word audio editions. This publication also provides annotated title listings for topics that range from world religion and family relationships to scripture and home lifestyle, from spiritual healing to dealing with grief. These are books and audio books for today's confusing and challenging times.

Contents of Spirit include:

- *Adult Books*
- *Children's Books*
- *Audio Books*

The Alert
The Alert is your complete monthly media reference source for information on DVD and music titles. The publication features annotations, title collections, retrospectives and much more.

The Alert is available in Selection List format for direct, online ordering for customers. Simply login to Title Source.

Contents include:

- *Coming Attractions*
- *New Releases*
- *Foreign Films*
- *Anime*
- *Family and Children's Titles*
- *Instructional and Educational Titles*
- *Video Espanol*
- *Music Audio*
- *Musica Espanol*
- *Bestsellers*

Continuation Services Publications:
The Navigator
Quarterly publication of forthcoming titles, Free of Charge. The Core List, published each spring, contains more than 1,500 titles covering a variety of subject areas, including: Business, Travel & Tourism, Bibliographies, Computer Technology, Economics, Education, Occupations & Careers, and much more. Libraries of all types can rely on this authoritative list to build or enhance their standing order collection. Each Core List entry includes series ID, title, publisher, last title published, last date published, list price, frequency and special

notes. Additional information, such as subtitle, title changes, or other pertinent data can be found in the "notes" column for selected entries. Other specialty subjects such as Travel or Occupations/Careers are highlighted in other issues of The Navigator throughout the year.

Electronic Lists:
E-Lists
Baker & Taylor's E-lists are electronic selection lists covering popular genres, industry current events, and titles in high demand. Designed with your needs in mind, these lists will not only save you valuable research time, but, combined with our convenient and integrated Internet ordering feature, you can receive product faster than ever.

Selection List Services
Popular title and topic lists, created by our Collection Development staff, are available for your access, on-line and in cart format via our Title Source website. These lists are part of our Selection List Services.

OnLine Selection Lists (Free of Charge)
Baker & Taylor's on-line selection lists are developed by our professional staff to help save you time and effort in searching for titles of interest. Utilizing Title Source, you can browse our comprehensive list of Title Lists, developed exclusively for you.

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

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

Music Lists (Free of Charge)
Electronic title lists are available in Title Source selection cart lists:

- *Grammy Award Winners*
- *Best of Downbeat Magazine*

Focus on Music (Free of Charge)
Including Bestseller Lists of Jazz, Blues, Christian, Classical, Country, Latin, Rap/Hip-Hop, and Soundtracks (updated monthly)

Top 200 Albums
This is a list of best selling new and reissued Top 200 CDs that is updated monthly. The list contains only one version of a particular title on CD although there might be others available.

Rolling Stone's Top 500 Greatest Albums of All Time

The Core List for Libraries
The Core List is a list of over 800 popular CD titles that Baker & Taylor guarantees to be in stock at all times. This list is compiled by our music department and is a good resource for determining the most popular, must-have CD titles for stocking your library's music collection. The Core List is available on-line in a PDF version or EXCEL version.

ChartToppers (First Look Cart) (Free of Charge)
First Look services are available exclusively for the use of our Title Source subscribers.

ChartToppers provides a consolidated monthly overview of weekly music chart listings, based upon individual CD sales volume, within various genres. Monthly listings provide updates to each genre's existing base list of titles, showcasing the new titles just moving in to the bestseller top slots.

DVD Lists (Free of Charge)
Popular title/selection lists are available as Title Source carts; our e-lists and First Look Lists provide new release information for DVD product. Some examples of our lists are:

Award Winners
Academy Awards, Sundance awards, and American Film Institute recommendations for Top 100, Top Comedies, Top Passions, and Top Thrillers of all time!

New Release, by Genre
Search our lists for the latest releases in Action/Adventure, Comedy, Documentary, Drama, Family, Foreign, Health & Fitness, Horror, Music Video, Mystery, Performing Arts, Science Fiction, Television, Top Sellers, and Westerns

Current Topic
Additionally, we offer specialty, topical lists of current interest, such as films of Robin Williams, the Hunger Games

series, works of Emmy nominees, and Children's "Book to Film" releases.

5. Do you offer an electronic system for placing orders and performing related services?

Yes X No ____

If yes, describe costs and what equipment, etc., is needed by MALIA libraries to participate.

*Please see **Exhibit E** for complete details on standard ordering methods and **Exhibit F** for additional information regarding our Continuation Services ordering website, Compass.*

*We are pleased to offer access to our Title Source site (described below) **free of charge** to participating members. This includes an administrative id and up to 4 user positions, as required.*

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

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

4.1 million annotations
4.8 million book covers in full color

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

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

Orders may be placed directly from Title Source or brief MARC records, derived from titles captured in carts, may be uploaded to the Library's ILS as acquisition level records. Electronic order confirmation (Confirmed/Backordered/Cancelled) is provided for either order method.

B&T systems support electronic ordering, acknowledgement, and invoicing with ILS systems, depending upon the capabilities of the ILS.

Compass (Continuation Services)
Our web-based product, Compass, enables libraries to access the Continuations (Standing Order) program on the Internet! Using Compass, librarians can reduce time consuming phone calls and paperwork by modifying profiles, creating bibliographic searches, submitting claims, and developing management reports on-line, 24-hours a day. The benefits of this system include:

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

Compass provides all available issues within a specific series – now the Library can complete incomplete sets, find missing back issues, or order extra copies of a popular series with just a few keystrokes.

Compass has been designed to be quick and easy-to-use. Baker & Taylor has not employed any complex graphics, which can delay download time. The "point and click" interface means that information is never more than a text box away, with no complex commands to remember or difficult menus to navigate. The entire library staff will be able to use Compass without the need for time-consuming training sessions or complicated user manuals. Please contact your Continuations Services Customer Service Representative at (800) 775-3600 for additional information.

6. Do you support online order transfer from the local library's acquisition system?

Yes _X_ No___

Cross out the items not covered: adult trade hardcover, quality paperbacks, mass-market paperbacks, pre-bound paperbacks; juvenile trade hardcover, publishers' library bindings, ~~pre- bound* books~~; university press trade and non-trade; serial book continuations; reference works; audio (spoken word), audio (music), video, ~~software~~, ~~CD-ROM~~.

**Items not covered are: prebound books (hardcover prebinding), software, and CD-ROM.*

If yes, what equipment, etc., is needed by libraries to participate?

Baker & Taylor has expanded the available interfaces and file formats that can be used to place electronic orders. There are more options than ever from which customers may choose to interact with their purchasing and/or acquisitions sub-systems. We are committed to expanding these offerings even more to make Baker & Taylor the most accessible vendor for electronic ordering, no matter what methodology you prefer. Please see Exhibit G, which lists Baker & Taylor's current compatibility with various systems or interfaces.

7. Do you require a minimum order requirement including, rush orders?

Yes___ No X__

If yes, describe: *N/A*

8. Do you accept telephone-ordering and/or E-mail for rush orders?

Yes X No___

If yes, describe: *Please contact your Customer Service Representative for assistance with any rush orders. Please see Exhibit E for details.*

9. Do you assess a service charge for any item ordered on behalf of the library?

Yes X No___

If yes, how is charge calculated and on what items?

Please see Exhibit C, "Baker & Taylor's Enhanced Services Program", which describes in detail the valuable service that will save time and money when procuring titles from small and hard-to-find publishers. By utilizing Baker & Taylor's vast publisher and title database, the libraries can purchase a wide variety of low demand and small print run titles from associations and limited edition, prepayment, and non-returnable publishers. Please note, titles supplied from small, non-commercial publishers which require prepayment or where Baker & Taylor receives no discount from the publisher will be invoiced at list price plus $4.95/unit service charge. Titles offered through this program may be blocked from order upon request.

10. Do you offer continuation service for serial books?

Yes X No___

If yes, describe how you accomplish the goal of providing additional titles in a series and any limit on the service.

Baker & Taylor has serviced over 6,000 libraries worldwide with our Continuation Services program for over 51 years. Our Continuation Services program will offer the Libraries a database covering 40,000+

series representing in excess of 250,000 titles. These include numbered and unnumbered monographic series, proceedings, non-subscription serials, sets in progress, selected U.S. government documents, and publications of the United Nation, and other international agencies, as distributed in the U.S.

Baker & Taylor's Continuation Services program features Compass, a web-based product, which will enable the members of MALIA to access the Continuation Services program on the Internet. Please see page 35, for more information on Compass. Please also see ***Exhibit F.***

11. Do you offer leasing programs for books, audiobooks (CD or cassettes), music CDs, or video recordings (DVD or VHS)?

Yes X No___

If yes, describe the services offered.

Terms for the lease plans below are available for the opening of new lease accounts or upon plan renewal for any existing accounts.

Book Leasing
Baker & Taylor's Book Leasing Program provides libraries with an efficient and economical method for maintaining an inventory of the most current, high demand, hardcover titles. Our lease program is clean and simple and is focused on the titles that truly generate higher circulation numbers and satisfy patron demand. We have eliminated the tedious review of management reports and simplified returns tracking via our Quick Returns service.

Baker & Taylor's monthly selection lists provide the most up-to-date information regarding forthcoming titles two to three months prior to publication. Orders can be placed by mail, phone and via the Internet using Title Source or the library's ILS acquisitions software.

Selection Lists
Our staff of professional book buyers selects titles for this program based upon reviews and anticipated general public demand. Each month, prepublication title lists are created with comprehensive annotations to assist the library with selections. Annotations include information on authors and titles, as well as information on planned promotional tours, print runs, book club selections, and media tie-ins. In addition to the prepublication list, Our Quick Call publication lists current bestsellers and a variety of popular titles that are available through our Lease Program. These titles are available in-stock, and are ready for 48-hour shipment. Cataloging and shelf ready processing services are available for all listed titles.

Baker & Taylor's monthly prepublication lists of titles three-months in advance of publication are available in print-friendly PDF or Excel versions. Lease Lists are also available as E-Lists, which can be found in Title Source on the E-lists page under Book Leasing.

Special Requests
Special requests are also welcome. Requests for hardcover Trade titles

not listed in our publications will be reviewed, and, if possible, will be added to your order.

Telephone Orders
B&T's Quick Call toll-free telephone ordering offers the library the opportunity to verify in-stock availability and ready for 48-hour shipment of bestsellers and other popular books.

Mail/Fax/E-Mail
B&T's monthly prepublication list and Quick Call publication include an Excel order page that can be printed and used to order by mail or fax. The Library may also email book leasing orders directly to B&T's Lease Department.

Quota Information
Libraries will receive Full Allowance for each month of the annual contract. Please see the charts below for quota information.

Collection Rotation
Libraries are encouraged to rotate the collection throughout the year through the return of older titles.

The Library may retain 1 book of every 5 delivered to the Library, free of charge. Additionally, the Library may purchase titles at any time at $3.00 / title.

Shipping Costs
B&T Book Leasing pays all regular shipping costs associated with the plan including return shipping when books are rotated out of your book leasing collection and returned to B&T.

Damaged and Defective Books
B&T will replace books that are damaged upon arrival in the library. Publisher defective books will be replaced up to 3 months after they have been received by the library.

Monthly Reporting
Baker & Taylor Book Leasing System's inventory report is the easiest to use in the industry today. We provide a report of account activity on a monthly basis. No additional charge is assessed for lost, stolen, or damaged books. These books are simply reported via the inventory listing or Quick Returns form and the library's records are updated to reflect the activity.

Baker & Taylor is pleased to propose the following prices for book leasing services:

Adult Popular Lease Plan

Prices listed are available for a plan size of 10 quota units/month (120 quota units per year). Pricing for plans of greater annual unit volume is available upon request.

Price Per Unit	Quota Limit*	Monthly Quota Units	Annual Quota Units	Annual Investment	Annual Prepay Discount	Investment with Annual Prepay Discount**
$18.25	*	10	120	$2,190.00	2.0%	$2,146.20

** Quota units are deducted based upon the list price of the work selected, as follows:*

List Price	*Quota Units*
Up to $29.00	*1*
$29.01 - $39.00	*2*
$39.01 - $49.00	*3*
$49.01 or more	*4*

*** There is a 2.0% discount off of the total plan price if the annual invoice is paid within 60 days.*

Computer Book Plan

Our examples outline the pricing associated with a 5 quota/month plan, however, the members may select the plan size appropriate for their libraries.

Price Per Unit	Quota Limit*	Monthly Quota Units	Annual Quota Units	Annual Investment	Annual Prepay Discount	Investment with Annual Prepay Discount**
$20.69	*	5	60	$1,241.40	1.0%	$1,228.99

** Quota units are deducted based upon the list price of the work selected, as follows:*

List Price	*Quota Units*
Up to $33.00	*1*
$33.01 - $40.00	*2*
$40.01 - $50.00	*3*
$50.01 or more	*4*

*** There is a 1.0% discount off of the total plan price if the annual invoice is paid within 60 days.*

CATS (Children's and Teens) Book Leasing
Titles provided in our CATS selection lists will include 70-100 popular children's and teens hardcover titles.

CATS (Children's and Teens) Book Lease

Price Per Unit	Quota Limit	Monthly Quota Units	Annual Quota Units	Annual Investment	Annual Prepay Discount	Total Annual Investment	Price Per Unit
$13.27	$20.00*	10	120	$1,592.40**	2%	$1,560.55**	$13.00**

** Quota units are deducted based upon the list price of the work selected, as follows:*

List Price	Quota Units
Up to $20.00	1
$20.01 - $30.00	2
$30.01 - $40.00	3
$40.01 or more	4

*** There is a 2.0% discount off of the total plan price if the annual invoice is paid within 60 days.*

Please note, a sample plan size of 10 units per month is used above for reference. The Library may request a plan of any size; the same per unit price and quota limit will apply.

DVD Leasing

Baker & Taylor's DVD Leasing Program provides libraries with an efficient and economical method for maintaining an inventory of the most current, high demand, DVD titles. Our lease program focuses on the titles that truly generate higher circulation numbers and satisfy patron demand.

Each month libraries receive our B&T Coming Attractions selection list, featuring the Top 120 DVDs purchased by Baker & Taylor. Our lists contain widescreen format except for titles only available in full screen. Each list contains title, artist, ISBN, annotation, manufacturers suggested retail price (MSRP), genre category and descriptive annotation. All B&T Coming Attraction titles include MARC catalog records.

Baker & Taylor's monthly prepublication lists are available in print-friendly PDF or Excel versions. Lease Lists are also available as E-Lists, which can be found in Title Source on the Selection-lists page.

All DVDs arrive with the shrink wrap and security tabs removed. Each DVD is cataloged and processed according to the library's DVD Lease Services profile. Standard handling includes an edited BTMARC AV record, rating label, spine label, barcode and ownership label with B&T Lease identifier, all at no additional cost. Theft detection devices or repackaging in locking cases are also available, for an added fee.

Quota Information

A DVD will count as one (1) against the quota allowance, unless the MSRP is higher than the quota price limit.

Collection Rotation
The library is encouraged to rotate the collection throughout the year by keeping one DVD (free) for every five DVDs returned. This builds the library's permanent collection with proven, popular titles. At any time during the lease period, the library may purchase titles from the collection at a flat rate of $3.00 per unit.

Reporting
Baker & Taylor provides a report of account activity on a monthly basis. The monthly Quota Status Report allows a quick review of the quota allowance, the amount of quota used each month, and the quota available for the current and following months.

Lost, Defective or Damaged DVDS
Baker & Taylor will replace any defective or damaged DVD for 3 months from receipt at no charge. Libraries are encouraged to report lost items so that they can be deducted from your lease collection inventory. At your request, we will replace lost DVD titles that are still in stock at Baker & Taylor and the replacement copy will be charged against your quota allowance.

DVD Lease

Price Per Unit	Quota Limit	Monthly Quota Units	Annual Quota Units	Annual Investment	Annual Prepay Discount	Total Annual Investment	Price Per Unit
$26.29	*	10	120*	$3154.80**	2%	$3091.70**	$25.76**

** Quota units are deducted based upon the list price of the work selected, as follows:*

List Price	*Quota Units*
$15.00 or less	*½*
$15.01 - $34.99	*1*
$35.00 - $44.99	*1.5*
$45.00 - $60.00	*2*
Each $30.00 increment	*+1 unit*

** There is a 2.0% discount off of the total plan price if the annual invoice is paid within 30 days.

Please note, a sample plan size of 10 units per month is used above for reference. The Library may request plan sizes from 5 to 200 DVDs per month. The same per unit price and quota limit will apply.

12. Reports: Describe the types and formats of reports that can be generated, schedule for supplying routine reports, list any costs, and **include sample copies.**

12.1 Management reports: Examples include shipment history, title reports, etc.

Please see Exhibit H for sample reports.

Status Report - Includes backordered items, as well as explanations for cancelled items. This report will be sent to the library with the associated invoice.

Packing List - In an effort to expedite your shipments, Baker & Taylor has developed a detailed packing list, which enables the library to check in the order title by title, noting the price and quantity. Titles are listed alphabetically, by title.

Invoice - Your invoices will list unit price, unit discount, and total discount price. Baker & Taylor invoices can list books alphabetically by author or title, or in the same sequence as the original purchase order. An invoice and status report will be mailed within 1 - 2 business days of the product shipment date, reporting on all items shipped and detailing the status of items not shipped.

Expenditure Report - This report may be created upon request and will list total units sold and dollars spent for a given time period.

Master Profile Report - A customer profile with shipment history, the master profile report provides a consolidated listing of all titles currently on Standing Order with Baker & Taylor. This report is available monthly, quarterly, semi-annually or annually upon request.

12.2 Status Reports: When materials cannot be shipped immediately, contractor will supply status reports within 7 days of receipt of an order detailing out of print, out of stockindefinitely, out of stock temporarily, publication cancelled, not yet published, etc.

Yes X No

Remarks: *Baker & Taylor can provide status reports for firm order and standing orders which include backordered items, as well as, explanations for cancelled items. This report will be sent to the library with the associated invoice. Online Customer Support also allows customers to check the status of orders. Online Customer Support is available via our website at www.baker-taylor.com.*

12.3 Cancellation Reports: Contractor will report which titles cannot be supplied within 120 days of receipt of order.

Yes X No

Remarks: *Information on cancelled items will be provided with every status report, indicating any cancelled titles and the reason for cancellations.*

12.4 Annual Reports: Contractor will provide to the library annual report details, including number of items shipped; total net dollars invoiced for products shipped; total list price dollars for products shipped; net unit item price for products shipped; average number of copies per title ordered; percentage of purchase by category outline in Attachment C.

Yes X No

Remarks: *These reports will be provided, free of charge, as needed based upon the individual member's needs. Reports will be based upon the binding and category types as outlined on B&T's Exhibit A.*

12.5 Invoices: Invoices will be as stated below unless otherwise indicated under Remarks.

12.5.1 Describe the types and formats of reports of billing procedures and options for varying invoices depending upon needs of individual MALIA member library.

Remarks: *Comply. Your invoices will list unit price, unit discount, and total discount price. Baker & Taylor invoices can list books alphabetically by author or title, or in the same sequence as the original purchase order. DVD/Music invoices may be listed alphabetically by title or by manufacturer. Invoices may be mailed or enclosed with shipment. An invoice and status report will be mailed within 1 - 2 business days of the product shipment date, reporting on all items shipped and detailing the status of items not shipped.*

Invoice and status reports also appear on-line via our On-Line Customer Support website.

12.5.2 Invoices will list code(s), applied line item, to indicate discount category (e.g., "T" for trade discount, "A" for academic, "J" for juvenile, etc.).

Yes X No____

Remarks: *Baker & Taylor's invoices list the merchandise category type for each line item (e.g. "HRD" for trade hardcover, "LIB" for publisher's library editions, "PAP" for paperbacks, etc.). The discount, per line item, is also noted. Please see the enclosed sample invoice for further details. (Exhibit H)*

12.5.3. Contractor will issue separate invoices for each purchase order and reference the purchase order on each invoice.

Yes X No____

Remarks: *Separate invoices will be provided based upon the individual member's request. Purchase order number is noted for each line item.*

13. Fulfillment: Fulfillment will be as stated below unless otherwise specified under Remarks.

13.1 Contractor will ship 50% of order from stock within 14 days of receipt of order.

Yes_X_No____

Remarks: *Orders for in-stock titles will be shipped within 1-2 business days after receipt of order. Books requiring additional cataloging and processing will be shipped within 5-7 business days.*

13.2 Contractor will ship 95% of each order within 120 days of receipt of order.

Yes_X_No____

Remarks: *Baker & Taylor will ship a minimum of 95% of each order within 120 days. Our typical fill rate is 98-99% of all in-print and available titles within 120 days of order.*

13.3 Contractor will supply materials that are not currently available from publishers within 120 days of receipt of order.

Yes_X_No____

Remarks: *Titles not in-stock are placed on order with the publisher and remain on order until fulfillment or cancellation. Any publisher orders for popular, current release items are typically received at our service center with 10-14 business days.*

13.4 The library may cancel any title that is not received within 90 days of order date.

Yes_X_No____

Remarks:

14. Accuracy: Accuracy will be as stated below unless otherwise indicated under Remarks.

14.1 99% of materials shipped will be the correct title, edition, and number of copies.

Yes_X_No____

Remarks:

14.2 Contractor will supply the latest edition of a title unless an earlier edition is specified.

Yes_X_No____

Remarks:

14.3 Binding supplied will be as specified in the order.

Yes_X_No____

Remarks:

15. Multiple Copies: Multiple copies of a title will be shipped together. Back-orders of parts of a multiple-copy title are not acceptable.

Yes_X_No____

Remarks:

16. Packaging: Each package will indicate the library's purchase order number, and only one purchase order may be represented in each package.

Yes_X_No____

Remarks: We provide shipments by purchase order for all State Agency accounts. *Shipments for Public Library customers are typically consolidated, as this is the method preferred by most accounts.*

17. Packing Slips: Apacking slip that duplicates the invoice will accompany each shipment.

Yes_X_No____

Remarks: *In an effort to expedite shipments, Baker & Taylor has developed a detailed packing list, which enables the library to check in the order, title by title, noting the price and quantity.*

18. Defective Material: The library reserves the right to return defective material at the contractor's expense. **There should be no exceptions to this.**

Yes_X_No____

Remarks: *Please see the attached Baker & Taylor Returns Policies, Exhibit D.*

19. Returns: All returns will be scheduled by the contractor for pick-up via UPS.

Yes_X_No____

Remarks:

20. Credits: Contractor will provide self-credit system for library to facilitate returns.

Yes_X_No____

If yes, outline details.

Remarks: *Baker & Taylor will accept self credit memos for items which are damaged, defective, or incorrectly shipped as a result of Baker & Taylor error. Baker & Taylor will work with the member library to*

designate a preauthorization number on a weekly, bi-weekly or monthly basis, depending on the needs of the facility.

21. Shipping: Contractor shall specify how shipping charges, if any, will be determined and shall indicate estimate cost of shipping for dollar amount of purchase order.

Remarks: ***Firm Order Materials:*** *Book, spoken word audio and audiovisual products from Baker & Taylor will be delivered F.O.B. Destination with* ***Free Shipping*** *from your primary Baker & Taylor service center in Commerce, Georgia*

Continuation Services Program Materials: *Delivery of Continuation Services' titles will be F.O.B. Destination, with* ***Free Shipping*** *from Baker & Taylor's primary Continuation Services' service center located in Commerce, Georgia.*

Staff Accounts: *Baker & Taylor offers staff accounts as a courtesy for our customers' personal use. These accounts are eligible for the same discounts and terms, however, these accounts will be delivered F.O.B. Shipping Point, with* ***Charge Shipping****, and will be taxed as appropriate.*

22. Service Charge: The contractor shall describe the type of service fees levied for handling a MALIA account.

Remarks: *No service fees will be charged for handling a MALIA account.*

23. Multiple Accounts: Contractor will provide at least 20 separate accounts for a given library. Materials in these accounts will be ordered separately and must be shipped and invoiced separately.

Yes X No____

Remarks:

24. Other Services: Specify other services provided.

Dedicated to meeting the unique requirements of your member libraries, Baker & Taylor provides customized Collection Management Support, Cataloging Services, Technical Processing and Automatic Shipment Programs.

Please see the following attachments for a description of several of our specialized services.

-Automatic Shipment Programs (Exhibit J)
-Collection Development Services (Exhibit K)
-Customized Library Services (Exhibit L)

25. Service Requirements Not Met: If not covered under the sections above, list any specifications in this document that our company will be unable to meet. If you propose to meet service needs in an alternative fashion, give the alternative.

RFP
REQUEST FOR PROPOSAL
Title: Library Materials
Mid-Atlantic Library Alliance, MALiA ATTACHMENT C

PRICING FOR OFFER CONSIDERATION
Discounts for Library and Staff Orders

Offerors shall return a completed copy of this attachment with their proposals. If pricing differs by type of library (public academic, school, special, or state agency), the contractor shall submit a separate copy of this attachment and specify the type of library for which pricing is proposed.

MALiA desires an attractive, predictable pricing structure and, at the same time, a high level of order fulfillment. Accordingly, MALiA seeks to select one or more primary contractors as well as one or more secondary contractors.

All discounts quoted will be applied to the publishers' lowest list price in effect at the time of shipment and exclude freight-pass-through pricing.

All discounts will apply to all shipments, including backorders, for each order placed by the library.

Participating libraries reserve the right to request supporting documentation (including copies of the publishers' invoices) on discount or service charge decisions of the contractor at any time during the contract period.

Upon request, we would provide that information from a publisher invoice that relates to a specific title in question. Not all publisher invoices are retained by Baker & Taylor after the information is entered into our computer system; therefore, not all invoices will be available for review.

LIBRARY TYPE (specify): _X_ Public ___Academic ___School___Special _X_ State Agency

Baker & Taylor offers proposal for the Public Library and State Agency members of MALIA.

MATERIAL	DISCOUNT / PRICING	
1. Books (Reference LOT 1)	1 Copy	2+ Copy
1.1. Adult Trade Hardcover Bindings *(Category Definition I)*		
1.1.1. Fiction	46.0%	46.3%
1.1.2 Non-fiction	46.0%	46.3%
1.2. Paperbacks		
1.2.1. Quality *(Category Definition III and IV)*	38.0%	41.0%

Please see Baker & Taylor's Exhibit A for an outline of discounts and Exhibit B for Category Definitions.

1.2.2 Mass-market *(Category Definition V)*	38.0%	41.0%
1.2.3. Pre-bound *(Turtleback and PawPrints Prebound Paperback Editions)*	10.0%	10.0%

1.2.4. Time required to ship prebound orders: *Turtleback and PawPrints editions are available prebound in immediate inventory and therefore require no additional time for prebinding services.*

1.3. Juvenile Titles	
1.3.1. Trade hardcover bindings *(Category Definition II)*	1 copy/title – 46.0% 2+ copies/title – 46.3%
1.3.2. Publishers' library bindings *(Category Definition VII)*	1 copy/title – 21.5% 2+ copies/title – 23.0%
1.3.3. Reinforced bindings *(Category Definition VI)*	1 copy/title – 25.0% 2+ copies/title – 40.0%
1.3.4. Pre-bound books *(Turtleback and PawPrints Prebound Paperback Editions)*	10.0%

1.3.5. Time required to ship prebound orders: *Turtleback and PawPrints editions are available prebound in immediate inventory and therefore require no additional time for prebinding services.*

1.4. Small Press *(Category Definition IX, XI)*	*0-20.0%
1.5. University Press	
1.5.1 Trade *(Category Definition VIII)*	20.0%
1.5.2. Non-trade *(Category Definition IX, XI)*	*0-20.0%
1.6. Serial Books (continuations) *Please see Exhibit A-1 – Continuation Services for discount information*	
1.7 Reference materials *(Category Definition IX, XI)*	*0-20.0%
1.8. Cataloging and Processing - Include total support detail and brochures for these services	
1.8.1. Complete cataloging and processing *(mylar jacket, spine label, barcode, and MARC)*	$1.19/unit
1.8.2. Cataloging and processing without mylar jacket *(spine label, barcode, and MARC)*	$0.69/unit
1.8.3. Mylar jacket and kit, unfastened *(mylar jacket, spine label, book pocket and card, and full card set)*	$0.99/unit
1.8.4. Mylar jacket, fastened or unfastened	$0.69/unit
1.8.5. Kit, unfastened (to include book pocket, book card, spine label, complete set of catalog cards)	$0.79/unit
1.8.6. Catalog card set	$0.79/unit

*Titles which receive minimal discount from the publisher will be invoiced at list price. Titles where Baker & Taylor receives no discount from the publisher or where prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price plus a $4.95/unit service charge. These titles may be blocked from order upon request.

1.8.7. Machine-readable cataloging per record — $0.29/record
(for any existing record within our database)

RFID Tag *(attached Library supplied tag and link with barcode)* $0.49/unit

1.8.8. Additional charges — RFID Tag *(attach blank Library supplied tag)* $0.20/unit

Additional processing options are available. Please contact your Customer Services Representative.

1.8.9. Reinforced plastic cover for paperbacks: 5 mil thick — *$2.09/unit
* *laminate is 12 mil*

1.8.10. Lighter laminate: — $1.59/unit

Describe & specify thickness: 8 mil

1.8.11. Theft-detection devices: attached *(3M or Checkpoint)* — $0.49/unit

1.8.12. Theft-detection devices: unattached *(3M or Checkpoint)* — $0.45/unit

2. Audiovisual (Reference LOT 2)

2.1. Formats — **1 copy/title – 46.0%
2+ copies/title – 46.3%

2.1.1. Spoken word cassettes *(Category Definition XII)*

2.1.2. Books on tape — see above 2.1.1

2.1.3. Books on CD — see above 2.1.1

2.1.4. Compact discs *(Music)* — 28.0%

2.1.5 Music cassettes — NO BID

2.1.6 DVD *(includes Blu-ray and HD)* — 31.0%

2.1.8 VHS — NO BID

2.1.9 Others: — Playaway Audio Library Editions = 25.1%
Playaway View = 8.0%

2.2. Performance rights

2.2.1. Public — see below

2.2.2. Home use — see below

Baker & Taylor cannot guarantee public performance rights for video products unless those rights are extended to us by the original copyright holder. However, all DVD purchased from B&T can be used in the following situations:

1-to circulate to library patrons or students for viewing at home
2-in "face-to-face" classroom situations

Section 110(1) of the Copyright Act clearly exempts use in "a classroom or a similar place devoted to instruction" from copyright infringement, even though tapes may be marked "For Home Use Only".

** This discount will apply to popular titles from widely distributed publishers. Not all spoken word audio editions meet these criteria. Other spoken word audio editions may fall under Categories I, II, VII, VIII, IX, X and XI. (B&T Exhibit A-1)

Available for any advertised, annotated, or recommended

* 2.3. Cataloging and Processing - *title appearing in our Alert publication.*

2.3.1. Catalog card sets — $1.50/unit

2.3.2. Machine-readable cataloging *(per record)* — $0.75

2.3.3. Theft-detection devices — *Please see Exhibit A-2*

Provide complete information about what services are offered: *Please see the enclosed B&T MARC A/V specification booklets and Exhibit A-2 for details.*

3. Software **(Reference LOT 3)**

3.1. MAC — NO BID

3.2. Windows — NO BID

4. E-Books

4.1. Fiction — 0.0%

4.2. Non-fiction — 0.0%

4.3 For purchased eBooks, what fees or other charges are applied in addition to the eBook title price? Which of these are paid up front? And which are recurring?

Please see B&T Exhibit A-3 for information on our Axis 360 platform. Please see Exhibit A-4 for information regarding Gale e-content.

5. Delivery - INSIDE DELIVERY REQUIRED

5.1. Prepaid FOB

5.1.1. Destination — ***/***Freight is Free, F.O.B. Destination*

5.1.2. Point of Shipment — ***/***Freight is Free, F.O.B. Destination*

5.2. Mode of shipment — ****see below*

* These prices apply to DVD and Music CD products only. Cataloging/processing prices for Spoken Word Audio products (as advertised in our Forecast publication) may be found under item 1.8.

** Offered as a courtesy to our customers, Baker & Taylor will honor the discounts offered here for any staff accounts. Staff account orders will be charged freight and taxed as appropriate.

***Shipments of 2 lbs. or more will be delivered via United Parcel service. Shipments under 2 lbs. will be delivered via United States Postal Service.

ATTACHMENT D

MALiA Membership 2016-2017

Name	Member #	City, State
1. Albemarle Regional Library	1129	Winton, NC
2. Alexander County Library	1103	Taylorsville, NC
3. Alleghany Highlands Regional Lib. /Charles P. Jones Memorial Library	1197	Covington, VA
4. Amherst County Public Library	1001	Amherst, VA
5. Anderson Public Library 2016-17	1278	Lawrenceburg, KY
6. Anne Arundel County Public Library	1293	Annapolis, MD
7. Appalachian Regional Library	1252	West Jefferson, NC
8. Appomattox Regional Library System	1002	Hopewell, VA
9. Arlington Public Library 2016-17	1288	Arlington, VA
10.Augusta County Library	1089	Fishersville, VA
11.Averett University Library	1093	Danville, VA
12.Bath County Memorial Library 2016-18 New	1291	Owingsville, KY
13.Bedford Public Library	1003	Bedford, VA
14.Belington Public Library	1251	Belington, WV
15.Benton County Public Library	1220	Camden, TN
16.BHM Regional Library	1258	Washington, NC
17.Blackwater Regional Library	1004	Courtland, VA
18.Blue Ridge Community College	1006	Weyers Cave, VA
19.Blue Ridge Regional Library	1007	Martinsville, VA
20.Bluefield College/Easley Library	1008	Bluefield, VA
21.Boone County Public Library	1263	Burlington, KY
22.Boone Madison Library	1239	Madison, WV
23.Botetourt County Library	1009	Roanoke, VA
24.Boynton Beach City Library	1265	Boynton Beach, FL
25.Bracken County Public Library 2016-17	1289	Brooksville, KY
26.Braswell Memorial Library	1155	Rocky Mount, NC
27.Brevard College, J.A Jones Library	1116	Brevard , NC
28.Bridgewater College /Alexander Mack Library	1085	Bridgewater, VA
29.Bristol Public Library	1010	Bristol, VA
30.Buchanan County Public Library	1011	Grundy, VA
31.Buncombe County Public Libraries	1144	Asheville, NC
32.Caldwell County Public library	1101	Lenoir, NC

33.Campbell County Public Library	1012	Rustburg, VA
34.Cape Fear Community College	1188	Wilmington, NC
35.Caroline Library, Inc.	1112	Bowling Green, VA
36.Carroll County High School	1015	Hillsville, VA
37.Caswell County Public Library	1200	Yanceyville, NC
38.Catawba County Library System	1270	Newton, NC
39.Central Rappahannock Regional Library	1016	Fredericksburg, VA
40.Central Virginia Community College Library	1094	Lynchburg, VA
41.Chapel Hill Public Library	1141	Chapel Hill, NC
42.Charlotte County Library	1194	Charlotte Court House, VA
43.Charlotte Mecklenburg Library	1130	Charlotte, NC
44.Chatham County Public Library System	1271	Pittsboro, NC
45.Chesapeake Public Library	1107	Chesapeake, VA
46.Chesterfield County Public Library	1084	Chesterfield, VA
47.Chesterfield County Public Schools	1189	Midlothian, VA
48.Christopher Newport University/Trible Library	1213	Newport News, VA
49.Clarksburg-Harrison Public Library	1234	Clarksburg, WV
50.Clarksville-Montgomery County Public Library	1241	Clarksville, TN
51.Cleveland County Memorial Library	1123	Shelby, NC
52.Clifton Forge Public Library	1145	Clifton Forge, VA
53.College of William & Mary/Wolf Law Library	1149	Williamsburg, VA
54.Colonial Heights Public Library	1017	Colonial Heights, VA
55.Craft Memorial Library	1190	Bluefield, WV
56.Craig County Public Library	1115	New Castle, VA
57.Culpeper County Library	1114	Culpeper, VA
58.Cumberland County Public Library	1275	Burkesville, KY
59.Cumberland County Public Library	1111	Cumberland, VA
60.Danville Community College	1019	Danville, VA
61.Danville Public Library	1020	Danville, VA
62.Davidson County Public Library	1152	Lexington, NC
63.Davie County Public Library	1212	Mocksville, NC
64.Delray Beach Public Library	1273	Delray Beach, FL
65.Duplin County Public Library	1139	Kenansville, NC
66.Durham Technical Community College	1191	Durham, NC
67.East Albemarle Regional Library	1186	Elizabeth City, NC
68.Eastern Shore Community College	1193	Melfa, VA
69.Eastern Shore Public Library	1022	Accomac, VA
70.ECPI University	1268	Virginia Beach, VA

71.Elizabethton/Carter County Public Library	1172	Elizabethton, TN
72.Emory & Henry College	1023	Emory, VA
73.Essex Public Library	1113	Tappahonnock, VA
74.Falkville Public Library	1260	Falkville, AL
75.Farmville Public Library	1224	Farmville, NC
76.Fauquier County Public Library	1024	Warrenton, VA
77.Fauquier County Public Schools	1185	Warrenton, VA
78.Ferrum College/Thomas Stanley Library	1025	Ferrum, VA
79.Floyd County Public Library	1238	Prestonburg, KY
80.Fontana Regional Library	1173	Bryson City, NC
81.Franklin County Library	1171	Louisburg, NC
82.Franklin County Public Library	1026	Rocky Mount, VA
83.Galax-Carroll Regional Library	1027	Galax, VA
84.Garrard County Public Library	1250	Lancaster, KY
85.Gaston County Public Library	1147	Gastonia, NC
86.Germanna Community College	1118	Locust Grove, VA
87.Gibsonville Public Library	1255	Gibsonville, NC
88.Gloucester County Library	1087	Gloucester, VA
89.Grant County Public Library	1254	Williamstown, KY
90.Graves County Public Library	1233	Mayfield, KY
91.Greensboro Public Library	1143	Greensboro, NC
92.Greenup County Public Library	1285	Greenup, KY
93.Halifax County-South Boston Public Library	1028	Halifax, VA
94.Hampden-Sydney College	1096	Hampden-Sydney, VA
95.Hampshire County Public Library	1243	Romney, WV
96.Hampton Public Library	1092	Hampton, VA
97.Handley Regional Library	1099	Stephens City, VA
98.Hanover County Public Schools	1136	Ashland, VA
99.Hardin County Public Library	1279	Elizabethtown, KY
100.Hardy County Public Library	1196	Moorefield, WV
101.Haywood County Public Library	1170	Waynesville, NC
102.Heartland Library Cooperative	1264	Okeechobee , FL
103.Henrico County Public Library	1018	Henrico, VA
104.Henrico County Public Schools	1135	Henrico, VA
105.Henry County Public Library	1276	Eminence, KY
106.Heritage Public Library	1029	Providence Forge, VA
107.Hickory Public Library	1256	Hickory, NC

108.Hocutt-Ellington Memorial Library	1214	Clayton, NC
109.Hopkinsville Christian County Public Library 16-17	1287	Hopkinsville, KY
110.J. Sargeant Reynolds Community College	1030	Richmond, VA
111.James L. Hamner Public Library/Amelia County	1083	Amelia Court House, VA
112.James W. Curry Public Library	1269	French Creek, WV
113.Jefferson Madison Regional Library	1031	Charlottesville, VA
114.Jessamine County Public Library	1210	Nicholasville, KY
115.John Tyler Community College Library	1032	Chester, VA
116.Kanawha County Public Library	1236	Charleston, WV
117.Keyser-Mineral County Public Library	1218	Keyser, WV
118.King University	1034	Bristol, TN
119.Laurel County Public Library	1242	London, KY
120.Lee County Library	1272	Sanford, NC
121.Library of Virginia	1134	Richmond, VA
122.Lincoln County Public Library	1245	Stanford, KY
123.Lincoln County Public Library	1128	Lincolnton, NC
124.Linebaugh Public Library System	1228	Murfreesboro, TN
125.Logan County Public Library	1232	Russellville, KY
126.Lonesome Pine Regional Library	1036	Wise, VA
127.Lord Fairfax Community College/Paul Wolk Library	1037	Middletown, VA
128.Luneburg County Public Library	1253	Victoria, VA
129.Lynchburg College/Knight-Capron Library	1226	Lynchburg, VA
130.Lynchburg Public Library	1038	Lynchburg, VA
131.Madison County Public Library	1225	Richmond, KY
132.Maitland Public Library	1290	Maitland, FL
133.Marion County Public Library	1281	Fairmont, WV
134.Mary Riley Styles Public Library	1039	Falls Church, VA
135.Mary Wood Weldon Memorial Library	1277	Glasgow, KY
136.Mason County Public Library	1211	Point Pleasant, WV
137.Mauney Memorial Library	1133	Kings Mountain, NC
138.McCreary County Public Library	1284	Whitley City, KY
139.McDowell County Public Library	1146	Marion, NC
140.Mecklenburg County Public Library	1126	Boydton, VA
141.Mecklenburg County Sheriff's Office Libraries	1231	Charlotte, NC
142.Meherrin Regional Library	1040	Lawrenceville, VA
143.Menifee County Public Library	1246	Frenchburg, KY

144.Middlesex County Public Library	1104	Urbanna, VA
145.Montgomery County Public Library	1235	Mt. Sterling, KY
146.Montgomery County Public Schools	1090	Christiansburg, VA
147.Montgomery-Floyd Regional Library	1041	Christiansburg, VA
148.Mooneyham Public Library	1174	Forest City, NC
149.Morgantown Public Library	1208	Morgantown, WV
150.Mountain Empire Community College/Wampler Library	1042	Big Stone Gap, VA
151.New Hanover County Public Library	1216	Wilmington, NC
152.New Martinsville Public Library	1205	New Martinsville, WV
153.New River Community College	1091	Dublin, VA
154.Newport News Public Library System	1044	Newport News, VA
155.Norfolk Public Library	1045	Norfolk, VA
156.Norfolk State University	1249	Norfolk, VA
157.Norris Library Foundation, Inc.	1247	Rutherfordton, NC
158.North Palm Beach Library 2016-17	1286	North Palm Beach, FL
159.Northeast State Community College/Wayne G. Basler Library	1046	Blountville, TN
160.Northern Virginia Community College	1132	Annandale, VA
161.Northumberland Public Library	1047	Heathsville, VA
162.Northwestern Regional Library	1165	Elkin, NC
163.Nottaway County Public Library	1142	Crewe, Va
164.Orange County Public Library	1125	Hillsborough, NC
165.Orange County Public Library	1117	Orange, VA
166.Pamunkey Regional Library	1048	Hanover, VA
167.Paris-Bourbon County Library	1274	Paris, KY
168.Patrick Henry Community College/Lester Library	1049	Martinsville, VA
169.Paul Sawyier Public Library	1266	Frankfort, KY
170.Pearisburg Public Library	1050	Pearisburg, VA
171.Pender County Public Libraries	1138	Burgaw, NC
172.Pendleton County Library	1183	Franklin, WV
173.Pendleton County Public Library	1261	Falmouth, KY
174.Perry Memorial Library	1223	Henderson, NC
175.Petersburg Public Library System	1051	Petersburg, VA
176.Piedmont Virginia Community College/Betty Sue Jessup Library	1102	Charlottesville, VA

177.Pittsylvania County Public Library	1052	Chatham, VA
178.Polk County Library Cooperative	1267	Bartow, FL
179.Polk County Public Library	1184	Columbus, NC
180.Poquoson Public Library	1053	Poquoson, VA
181.Portsmouth Public Library	1127	Portsmouth, VA
182.Powhatan County Public Library	1088	Powhatan, VA
183.Prince William Public Library System	1054	Prince William, VA
184.Public Library of Anniston-Calhoun County	1292	Anniston, AL
185.Public Library of Johnston County & Smithfield/Selma is under this library as a branch. Number was 1166	1160	Smithfield, NC
186.Pulaski County Library	1055	Pulaski, VA
187.Pulaski County Public Library	1283	Somerset, KY
188.Radford Public Library	1056	Radford, VA
189.Raleigh County Public Library	1259	Beckley, WV
190.Randolph County Public Library	1221	Asheboro, NC
191.Randolph-Macon College/McGraw- Page Library	1058	Ashland, VA
192.Rappahannock Community College	1097	Warsaw, VA
193.Rappahannock County Library	1206	Washington, VA
194.Richmond Public Library	1108	Richmond, VA
195.Richmond Public Schools	1237	Richmond, VA
196.Ritchie County Public Library	1177	Harrisville, WV
197.Roanoke City Public Library	1109	Roanoke, VA
198.Roanoke County Public Library	1059	Roanoke, VA
199.Robeson County Public Library	1164	Lumberton, NC
200.Rockbridge Regional Library	1120	Lexington, VA
201.Rowan Public Library	1150	Salisbury, NC
202.Russell County Public Library	1061	Lebanon, VA
203.Salem Public Library	1063	Salem, VA
204.Sampson-Clinton Public Library	1137	Clinton, NC
205.Samuels Library	1064	Front Royal, VA
206.Scotland County Memorial Library	1222	Laurinburg, NC
207.Scott County Public Library	1262	Georgetown, KY
208.Shenandoah County Library	1179	Edinburg, VA
209.Sheppard Memorial Library	1182	Greenville, NC
210.Smyth-Bland Regional Library	1066	Marion, VA
211.Southern Pines Public Library	1158	Southern Pines, NC
212.Southern Virginia University/Von Canon Library	1204	Buena Vista, VA
213.Southside Regional Jail Library	1187	Emporia, VA

214.Southside Virginia Community College	1203	Keysville, VA
215.Southwest Virginia Community College	1067	Cedar Bluff, VA
216.Spindale Public Library	1163	Spindale, NC
217.Stanly County Public Library	1195	Albemarle, NC
218.State Library of North Carolina	1248	Raleigh, NC
219.Staunton Public Library	1068	Staunton, VA
220.Suffolk Public Library	1069	Suffolk, VA
221.Sullivan County Public Library	1070	Blountville, TN
222.Tazewell County Public Library	1071	Tazewell, VA
223.Temple Rodef Shalom Library	1257	Falls Church, VA
224.Tennessee State Library & Archives	1199	Nashville, TN
225.Thomas Jefferson Library	1280	Falls Church, VA
226.Thomas Nelson Community College	1072	Hampton, VA
227.Tidewater Community College	1100	Norfolk, VA
228.Transylvania County Library	1156	Brevard, NC
229.Union County Public Library	1140	Monroe, NC
230.University of Virginia's College at Wise/Wyllie Library	1124	Wise, VA
231.Upshur County Public Library	1244	Buckhannon, WV
232.Vienna Public Library	1192	Vienna, WV
233.Virginia Beach Public Library	1073	Virginia Beach, VA
234.Virginia Department of Corrections-All Facilities	1201	Richmond, VA
235.Virginia Highlands Community College	1075	Abingdon, VA
236.Virginia State University/Johnston Memorial library	1198	Petersburg, VA
237.Virginia Western Community College	1077	Roanoke, VA
238.Warren County Memorial Library	1217	Warrenton, NC
239.Washington County Public Library	1078	Abingdon, VA
240.Wayne County Public Library	1168	Goldsboro, NC
241.Whitley County Public Library	1215	Williamsburg, KY
242.Williamsburg Regional Library	1080	Williamsburg, VA
243.Wilson County Public Library	1162	Wilson, NC
244.Wolfe County Public Library	1282	Campton, KY
245.Wythe-Grayson Regional Library	1098	Independence, VA
246.Wytheville Community College Library	1082	Wytheville, VA

ATTACHMENT E

Small Business Subcontracting Plan

Definitions

Small Business: "Small business" means a business that has been certified in accordance with Regulations governing Certification by the Virginia Department of Small Business and Supplier Diversity (DSBSD). Certification requirements can be found at www.sbsd.virginia.gov.

Women-Owned Business: "Women-owned business" means a business that has been certified in accordance with Regulations governing Certification by the Virginia Department of Small Business and Supplier Diversity (DSBSD). Certification requirements can be found at www.sbsd.virginia.gov.

Minority-Owned Business: "Minority-owned business" means a business that has been certified in accordance with Regulations governing Certification by the Virginia Department of Small Business and Supplier Diversity (DSBSD). Certification requirements can be found at www.sbsd.virginia.gov.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for bids. This shall also include DSBSD-certified women- and minority-owned businesses when they also hold a DSBSD certification as a small business on the bid due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.DSBSD.virginia.gov (Customer Service).

Bidder Name: Baker & Taylor LLC

Preparer Name: Lee Ann Queen Date: 4-26-2017

Lee Ann Queen
Director-Pricing Services

Instructions

A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form. This includes DSBSD-certified women-owned and minority-owned businesses when they have also received DSBSD small business certification.

B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in relation to the bidder's total price for the initial contract period. in Section B.

Section A 58

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification number:_____ Certification Date:_____

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Micro/Small Business Name & Address DSBSD Certificate #	Status if Micro/Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract ($ or %)
Totals					

Baker & Taylor fully supports the principles of the DSBSD program, however, due to the nature of our business and of this contractual relationship, we respectfully request consideration for indirect participation. Please see the following page for details.

BAKER & TAYLOR
the future delivered

April 26, 2017

Library of Virginia, on behalf of Mid-Atlantic Library Alliance
c/o Carolea Newsome, Contract Administrator
John Cook Wyllie Library
University of Virginia's College at Wise
One College Avenue
Wise, VA 24293

Dear Ms. Newsome:

Baker & Taylor fully supports the principles of the DSBSD program for the Commonwealth, however, due to the reasons cited below, we are unable to meet the traditional participation goals.

1- All work requested under this contract will be performed by Baker & Taylor employees. Consequently, no subcontracting will be required and we will not have an opportunity to utilize subcontractors.

2- All service for this agreement will be provided from our Commerce, GA service center location. Baker & Taylor purchases supplies and services related to the operation of this facility, however, this represents a very small percentage of our total expenses. Similarly, the amount budgeted for use in fulfilling the Members' orders is negligible.

3- As a book wholesaler, Baker & Taylor will supply books as specified by the Member Libraries. Specific books are published by and ordered directly from the originating publisher. Since the Members' orders will determine which publishers will be utilized, Baker & Taylor will not have an opportunity to use Small, Women-owned or Minority businesses for this function.

We utilize Minority and Women-Owned business firms, local to our service center locations, in the purchase of general operating supplies. These firms supply paper goods in support of our overall operations, but would not be directly responsible for any of the work produced under this contract. We respectfully request consideration of our relationship with these MWBE supplier partners as indirect participation.

Please see below for information regarding one such business

Montenegro Paper Ltd.
400 West Lake Street, Ste 220
Roselle, IL 60172

Telephone: 630-894-0350
Minority Owned Firm

Thank you for your consideration. Should you have any further questions, please contact me at 800-775-7930, ext. 3245.

Sincerely,

Lee Ann Queen

Lee Ann Queen
Director-Pricing Services

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

Telephone: 800-775-7930, ext. 3245
Fax: 704-998-3260
E-Mail: queenl@baker-taylor.com

59-A

Attachment F

REQUEST FOR PROPOSAL

Title: Library Materials

Mid-Atlantic Library Alliance, Inc. (MALiA)

ATTACHMENT F

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The bidder:

☒ is a corporation or other business entity with the following SCC identification number: T0602807 Baker & Taylor, LLC 949 -OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

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Exhibit A

Terms & Conditions

Exhibit A-1

Baker & Taylor
Discount Terms and Conditions of Sale (Firm Order Print Book)
MALiA Public Library/State Agency Members

Baker & Taylor is pleased to offer the discount terms and conditions contained in this Exhibit A-1. The pricing grid below provides discounts for each product category offered by Baker & Taylor.

Product Category	Category Definition (a)	Price Indicator	Discount	
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction, and may include some spoken word audio)	0 - (zero) (Hardcover Trade Editions) C - (Hardcover Computer Books)	1 copy/title: 46.0 % 2+ copies/title: 46.3 %	
II.	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction)	J	1 copy/title: 46.0 % 2+ copies/title: 46.3 %	
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	B - (Paperback Trade Editions) C - (Paperback Computer Books)	1 copy/title: 38.0 % 2+ copies/title: 41.0 %	
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	G	1 copy/title: 38.0 % 2+ copies/title: 41.0 %	
V.	Mass Market Paperback Editions	P	1 copy/title: 38.0 % 2+ copies/title: 41.0 %	
VI.	Single Edition Reinforced (Juvenile)	R	1 copy/title: 25.0 % 2+ copies/title: 40.0 %	
VII.	Publisher's Library Edition (Juvenile)	Z	1 copy/title: 21.5 % 2+ copies/title: 23.0%	
VIII.	University Press Trade Editions (may be of any binding and include some spoken word audio)	A	20.0 %	
IX.	Text, Technical, Reference, Professional Medical, Small Press, some University Press titles (excluding University Press Trade Editions) and/or Titles of Limited Demand (may be of any binding and include some spoken word audio)	S/X/N - (Text, Technical, or Reference Editions) L - (Hardcover Editions from Small Press and Hardcover Titles of Limited Demand—primarily Adult) 7 - (Hardcover Titles of Limited Demand—primarily Juvenile) M - (Paperback Editions from Small Press and Paperback Titles of Limited Demand—primarily Adult) 1 - (Paperback Titles of Limited Demand—primarily Juvenile) T/U/V/W/4/Letter O - (Specialty Textbooks) 5/6/8 - (Professional Medical Titles)	S = 10.0 % X = 10.0 % N = 0.0 %(b) L = 10.0% (c)(d) 7 = See Cat VI M = 10.0%(c)(d) 1 = See Cat VI T = 0.0 % U = 0.0 % V = 0.0 % W = 0.0 %	4 = 10.0% Letter O = 20.0 % 5 = 0.0 % 6 = 0.0 % 8 = 0.0 %
X.	Imported English and Non-English Language Editions	F/K/3	F = 0.0 % K = 0.0 % 3 = 0.0 %	
XI.	Enhanced Service Program	Y / Q	0.0 % plus $4.95/unit (e)	
XII.	Spoken Word Audio	H	1 copy/title: 46.0 % 2+ copies/title: 46.3 %	
XIII.	Board Books	I	1 copy/title: 25.0 % 2+ copies/title: 40.0 %	
XIV.	Novelty Items/Activity Books	I	1 copy/title: 25.0 % 2+ copies/title: 40.0 %	
XV.	Special Programs, such as: - PawPrints Editions - Turtleback Editions - Playaway Audio Editions	D E All Playaway Audio editions	D = 10.0 % E = 10.0 % 25.1 %	

(a) Please see Exhibit B for full category definitions, which are attached hereto and incorporated herein by reference. Materials produced for TextStream print-on-demand services may fall into any category.

(b) Titles which receive minimal publisher discount will be invoiced at publisher's list price.

(c) Represents publishers with limited sales volume, based upon a semi-annual review. These titles may be of any binding type or publisher of origin.

(d) Represents individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). These titles may be of any binding type or publisher of origin.

(e) Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price plus $4.95/unit service charge.

1 of 4 (Continued on the following page)

Exhibit A-1

Baker & Taylor
Discount Terms and Conditions of Sale (Continuations Services)
MALiA Public Library/State Agency Members

Baker & Taylor is pleased to offer the discount terms and conditions contained in this Exhibit A-1. The pricing grid below provides discounts for each product category offered by Baker & Taylor.

Product Category	Category Definition (a)	Price Indicator	Discount	
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction, and may include some spoken word audio)	0 - (zero) (Hardcover Trade Editions) C - (Hardcover Computer Books)	44.0 %	
II.	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction)	J	44.0 %	
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	B - (Paperback Trade Editions) C - (Paperback Computer Books)	1 copy/title: 40.0 % 2+ copies/title: 41.0%	
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	G	1 copy/title: 40.0 % 2+ copies/title: 41.0%	
V.	Mass Market Paperback Editions	P	1 copy/title: 40.0 % 2+ copies/title: 41.0%	
VI.	Single Edition Reinforced (Juvenile)	R	8.0 %	
VII.	Publisher's Library Edition (Juvenile)	Z	8.0 %	
VIII.	University Press Trade Editions (may be of any binding and include some spoken word audio)	A	8.0 %	
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 = 8.0 % X = 8.0 % N = 0.0 %(b) L = 8.0% (c)(d) 7 = 8.0 % M = 8.0%(c)(d) 1 = 8.0 % T = 0.0 % U = 8.0 % V = 8.0 % W = 0.0 %	4 = 8.0% Letter O = 8.0 % 5 = 0.0 % 6 = 8.0 % 8 = 8.0 %
X.	Imported English and Non-English Language Editions	F/K/3	F = 0.0 % K = 8.0 % 3 = 0.0 %	
XI.	Enhanced Service Program	Y / Q	0.0 % plus $4.95/unit (e)	
XII.	Spoken Word Audio	H	N/A	
XIII.	Board Books	I	8.0 %	
XIV.	Novelty Items/Activity Books	I	N/A	
XV.	Special Programs, such as: - PawPrints Editions - Turtleback Editions	D E	D = 0.0 % E = 0.0 %	

(a) Please see Exhibit B for full category definitions, which are attached hereto and incorporated herein by reference. Materials produced for TextStream print-on-demand services may fall into any category.

(b) Titles which receive minimal publisher discount will be invoiced at publisher's list price.

(c) Represents publishers with limited sales volume, based upon a semi-annual review. These titles may be of any binding type or publisher of origin.

(d) Represents individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). These titles may be of any binding type or publisher of origin.

(e) Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price plus $4.95/unit service charge.

Baker & Taylor
Discount Terms and Conditions of Sale

Also, please note that:

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

3 of 4 (Continued on the following page)

Book Processing Services
(standard, LC MARC services)

Complete Cataloging and Processing *(Includes Mylar jacket, spine label, barcode and MARC)*	**$1.19/unit**
Cataloging and Processing without Mylar jacket *(Spine label, barcode and MARC)*	**$0.69/unit**
Mylar jacket and kit, unfastened *(Includes Mylar jacket, spine label, book pocket and card, and card set)*	**$0.99/unit**
Mylar Jacket (fastened or unfastened)	**$0.69/unit**
Card Kit, unfastened *(Spine label, book pocket and card, and card set)*	**$0.79/unit**
Catalog Card Set *(1 shelflist card, 2 main entry cards, 1 title card, and sufficient additional cards for added entries)*	**$0.79/unit**
MARC Record	**$0.29/record**
Cover Lamination (paperback cover reinforcement)	**$2.09/unit**
Cover Lamination (polylaminate matte finish)	**$1.59/unit**
Theft Detection – 3M or Checkpoint (attached)	**$0.49/unit**
Theft Detection – 3M or Checkpoint (unattached)	**$0.45/unit**
RFID – (attached blank Library supplied tag)	**$0.20/unit**
RFID – (attached blank Library supplied tag and link to barcode)	**$0.49/unit**

Baker & Taylor
Terms and Conditions of Sale (DVD/Music CD Product)

	Discount from Manufacturer's Current List Price
DVD	**31.0 %**
Music Compact Discs	**28.0 %**

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

B&T MARC Standard Services

Spoken Word Audio Cataloging/Processing

Baker & Taylor's standard B&T MARC services will provide a catalog record and printed spine label for any spoken word audio title annotated and advertised in our Forecast publication.

Pricing below reflects our most popular processing package. We will be pleased to provide pricing information for other components or packages upon request.

Processing Package . . . . . $ 2.65 / unit
(includes standard case, cut and insert publisher artwork, spine label, barcode, and ownership label)

DVD, Blu-ray or Music CD Cataloging / Processing

Baker & Taylor is pleased to offer B&T MARC AV cataloging and processing service for your consideration. This service provides 100% cataloging of new, annotated, advertised, and recommended DVD and CD music titles listed in our monthly publication, The ALERT. Each monthly issue lists from 250 to 400 new release and sell-through titles for which cataloging is available on "street date".

Cataloging
Baker & Taylor offers standard MARC records that meet national standards for Music CD and DVD/BD products. Each record contains a Dewey and Library of Congress call number and Library of Congress subject headings. In addition, Music CD records include the ANSCR classification. All records conform to AACRII or RDA rules.

Standard, edited record . . . . . $ 1.50 / record
(based upon options available through standard B&T MARC AV profile)

Unedited Record . . . . . $ .75 / record

1 of 2 (Continued on the following page)

Processing

Remove shrink-wrap and security seals . . . . . $ .55 / unit

Remove shrink-wrap and re-package in standard plastic case. . . . . $ 1.00 / unit

Digital Media Processing . . . . . $ 1.99 / unit
(includes removal of shrink-wrap and security devices, re-package in standard case, insertion of scanned publisher artwork, and one embedded label)
Additional Embedded Labels . . . . . $ .15 / label
Hand Applied Labels . . . . . $ .25 / label

DVD/Blu-ray disc bundles . . . . . $3.79 / bundle
(includes removal of outer shrink-wrap and vendor security devices, re-packaging of each disc in upgraded DVD / Blu-ray cases (2),with scanned vendor cover artwork and two embedded labels per cover/case)

Component Options

Barcode Label . . . . . $ .25 / label
Custom Label . . . . . $ .25 / label
Date Due Slip . . . . . $ .25 / label
Label Protectors . . . . . $ .25 / label
Ownership Label . . . . . $ .25 / label
Pocket . . . . . $ .35 / unit
Spine Label . . . . . $ .25 / label
Library Supplied Stamp or Label . . . . . $ .15 / location
Theft Detection Device (select one)
3M: DCD-2 (DVD, single sided) . . . . . $ 1.50 / unit
3M: DCD-2 (Music CD). . . . . $ 1.50 / unit

CheckPoint: Plain Label. . . . . $ .59 / unit
CheckPoint: Date Due Label. . . . . $ .59 / unit
CheckPoint: Simulated Barcode Label . . . . . $ .59 / unit

RFID tag adherence (un-programmed). . . . . $ .44 / tag

RFID tag linking . . . . . $ .30 / tag

Exhibit A-3

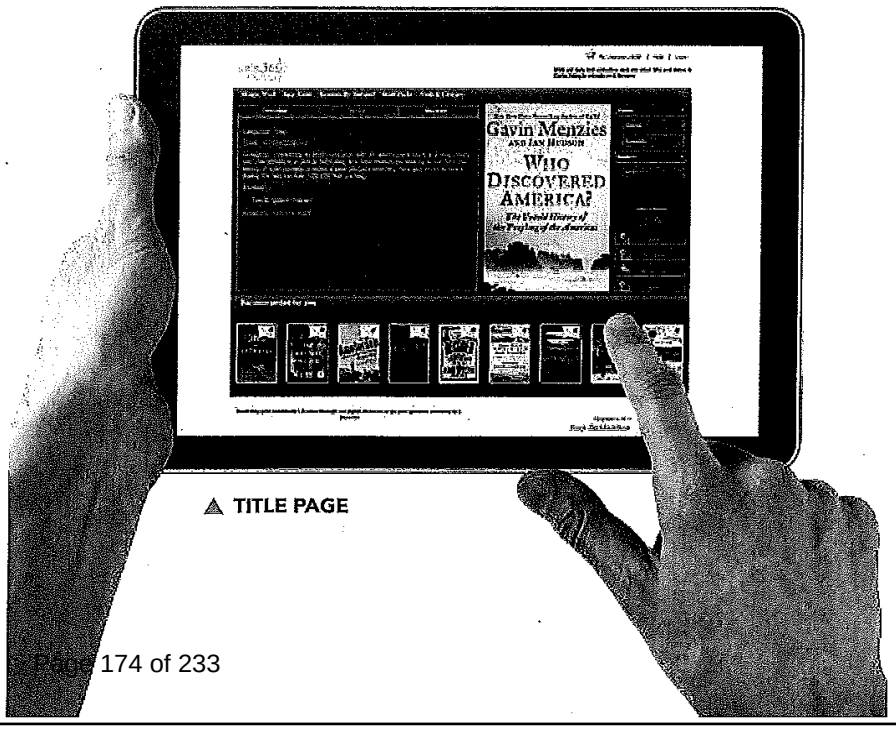
axis360
digital media library
by Baker & Taylor
Digital services & programs from your trusted vendor partner
SAMSUNG
Baker & Taylor is your one-stop solution for integrated print and digital collection services
BAKER & TAYLOR
The future delivered

Baker & Taylor has been helping libraries with their book and entertainment collections for more than 180 years. We've created Axis 360 to ensure your digital collections run just as smoothly.

Axis 360 is a single solution that seamlessly integrates with your library's technology. It's easy to use, and with a cloud-based delivery of titles directly to devices, it's an unrivaled experience for library users.

Axis 360 libraries enjoy:

- ☑ Print and digital ordering from one source
- ☑ Title Source 360 or EDI ordering and invoicing via ILS systems
- ☑ eBooks and digital audiobooks in one repository
- ☑ All-in-one Axis 360 app with single sign-on
- ☑ Unique Magic Wall digital collections showcase
- ☑ Dedicated Relationship Managers assigned to your library
- ☑ Collection development librarians and programs
- ☑ API integration with ILSs, Discovery Tool and mobile app providers
- ☑ MyLibraryBookstore ecommerce options
- ☑ Axis 360 Marketing Support Site
- ☑ Automated integration with collectionHQ print and digital analytics

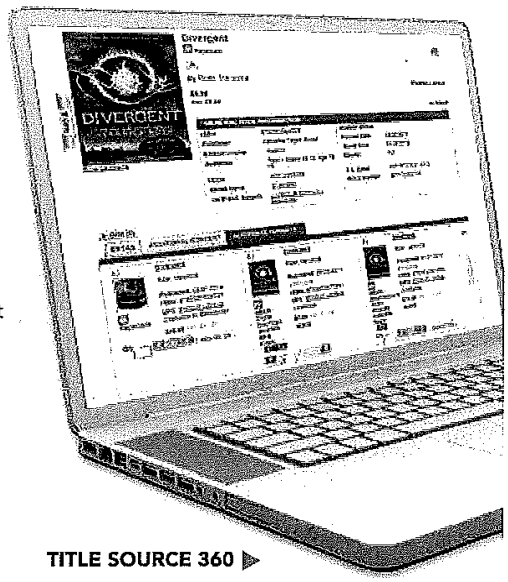


▲ TITLE PAGE

☑ Print and digital ordering from one source

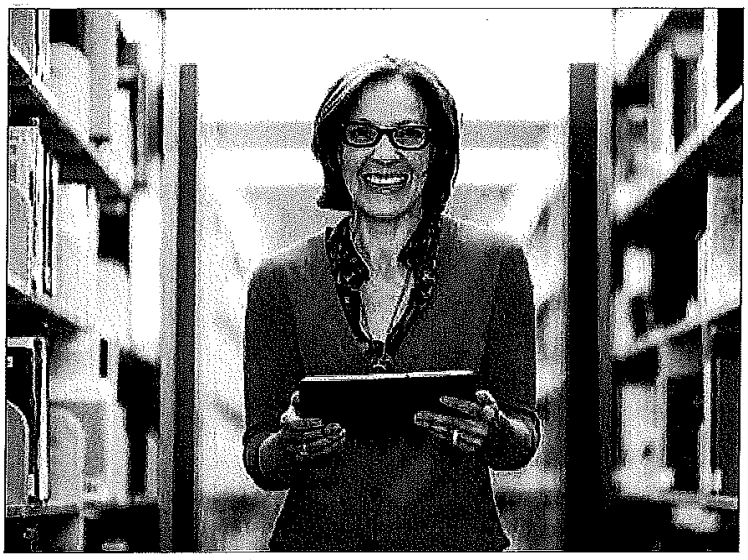
Through Baker & Taylor, you can order both print and digital collections from one trusted source.

- Discover and select all formats, managing your budget with the right balance of print and digital formats at the point of title consideration
- Streamline the selection of print and digital formats into one efficient workflow



TITLE SOURCE 360 ▶

Baker & Taylor and Axis 360 — library solutions that revolve around you.



☑ Title Source 360 or EDI ordering and invoicing via your ILS

Libraries can quickly discover, order and activate digital selections for Axis 360 via Title Source 360 electronic ordering tools. EDI ordering via your ILS vendor is also available, matching the process you use to acquire other library material formats.

☑ eBooks and digital audiobooks in one repository

Axis 360 supports both ebook and digital audiobook circulation so you can offer comprehensive digital collections by choosing from hundreds of thousands of titles available for immediate circulation.

☑ All-in-one Axis 360 app with single sign-on

With the all-in-one Axis 360 app, users can browse, check out and read or listen to ebooks and audiobooks using their iOS and Android devices.

The Axis 360 app includes:

- One-time login with your library ID
- In-app ebook reader and audiobook player
- No Adobe ID required
- Instant audiobook playback — no waiting for downloads

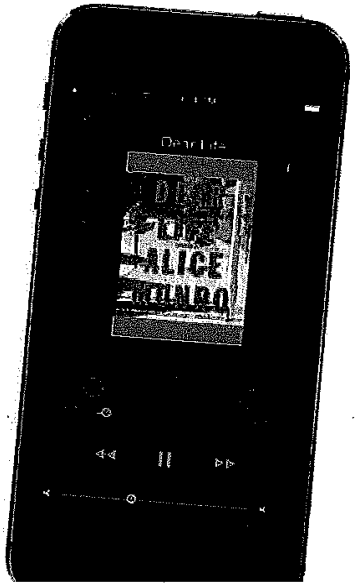
☑ Dedicated Relationship Managers assigned to your library

Relationship Managers will guide you through each step of your site setup and launch.

- Need collection development assistance with an opening day collection?
- Want guidance on best practices for communicating your new Axis 360 service to your community?
- Looking for new ways to engage patrons and grow the use of your digital services?

Relationship Managers are here to make your Axis 360 experience easy and effective.

▼ AUDIOBOOKS



▲ AXIS 360 APP

▲ CUSTOM SHOWCASE

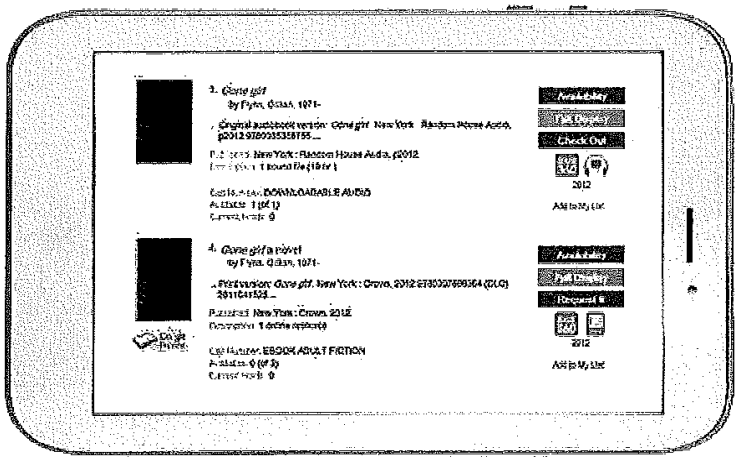
☑ Unique Magic Wall digital collections showcase

With Axis 360, libraries can design how their digital collections display to users. Create your own featured content landing pages to showcase titles of your choice. Choose from popular color theme settings to further brand your website pages. The site is customizable so you have control over messaging, color themes and how you display and feature content for your patrons — on demand.

☑ Collection development librarians and programs

Baker & Taylor is the only vendor providing comprehensive fulfillment of content in digital and print formats for all audiences, along with the best suite of collection development programs and value-added services in the industry.

- **Opening day collections** – custom selection lists and packaged starting collections for best-sellers, subjects and genres to launch your new ebook and audiobook services
- **Enriched metadata** – jacket art, reviews, excerpts, tables of contents, subject classifications, audience levels, accelerated reader and reading counts ratings to guide your title selections
- **FirstLook™ Digital** – notification plans for forthcoming ebook and audiobook new title releases
- **Pre-publication ordering** – new titles made available in your Axis 360 collection on their release dates
- **Series and authors standing order plans** – automatic fulfillment or notifications for popular authors and hundreds of series, including travel guides, test prep, teen fiction and more



▲ API INTEGRATION

☑ API integration with ILSs, Discovery Tools and mobile app providers

Axis 360 offers a full suite of APIs, making it easy for libraries to integrate digital services with their ILS, discovery layer or mobile library app, allowing users to discover and borrow digital content in a simplified experience.

- Real-time inventory display in the OPAC
- Check out and place holds from the library's website
- Borrowing and holds activity reflected in patron accounts
- Activities performed on the Axis 360 website synched to patron accounts
- Digital circulation and holds reporting from your ILS

☑ MyLibraryBookstore ecommerce options

MyLibraryBookstore (MLB) provides an ecommerce option for patrons via Buy Now links on your Axis 360 website, creating an interactive relationship within your community. MLB is an online store that lets library users shop where they discover new authors and new ideas, and where their purchases will directly benefit the library and its programs. MLB stores offer users a purchase option for books, ebooks, digital audiobooks, movies and music.

☑ Axis 360 Marketing Support Site

Baker & Taylor is committed to supporting your library through the launch of Axis 360 and beyond, providing marketing materials, staff training and end-user guidance to help you introduce patrons to your new digital service and build ongoing circulation. Promotional materials and a library of Web and social media resources are available on demand. The Axis 360 Marketing Support Site is an easy to use, dynamic portal that provides an ever-growing library of materials designed to help you promote your Axis 360 service, and to guide and support your library users. Visit **mycustomreach.com/axis360** to download our collection of Web ads, posters, shelf-talkers and more.

☑ Automated integration with collectionHQ print and digital analytics

collectionHQ now analyzes digital content circulation in addition to print. Axis 360 data is automatically imported into collectionHQ to provide collection performance metrics across all formats in your library's collection.

Exhibit A-4

GALE E-CONTENT SERVICES

Gale E-Book titles are now available from Baker & Taylor! Customers may purchase titles for popular Gale OnLine Platforms, such as Gale Virtual Reference Library, Gale Directory Library, and Literary Criticism OnLine.

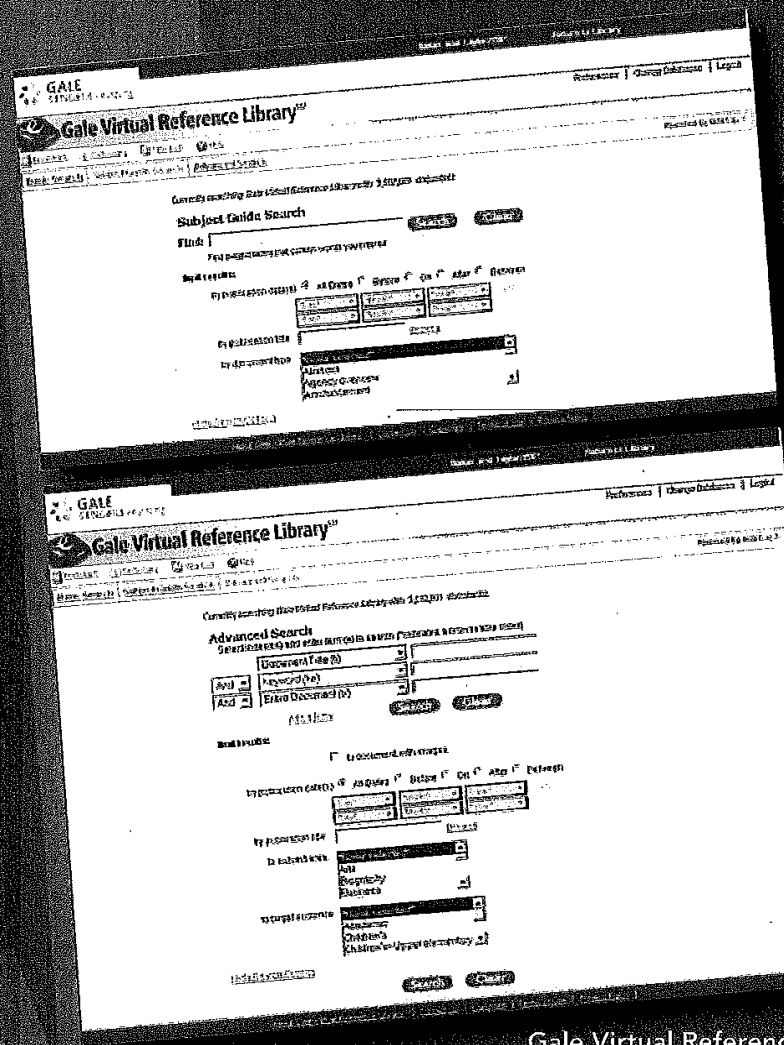
Please see the following pages for additional information.

Prices will vary, based upon Library circulation requirements. Please contact your Sales Consultant for assistance with pricing information.

Now Available through Baker & Taylor

GALE VIRTUAL REFERENCE LIBRARY

Gale Virtual Reference Library transforms a collection of reference titles, from Gale and other premier publishers, into a fully-indexed and searchable database. And, Baker & Taylor makes it easier than ever before to order Gale Virtual Reference Library titles and manage your electronic reference collection.



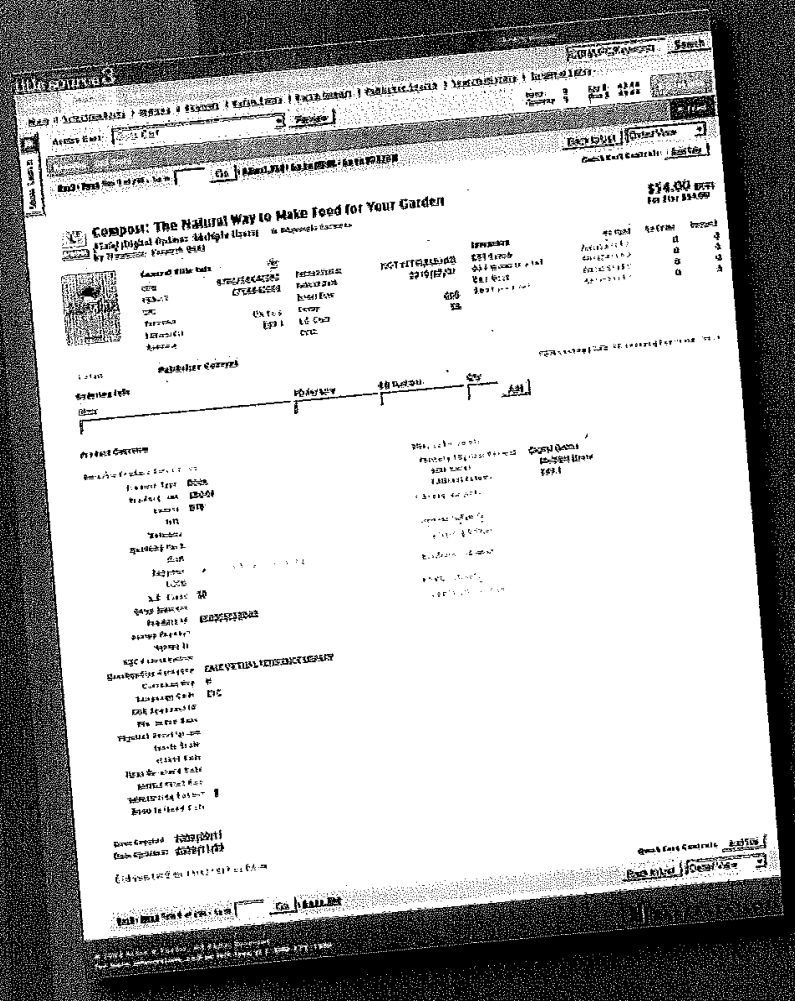
Gale electronic resources deliver solid advantages:

- All titles are accessible 24/7 from any Internet-connected computer.
- Countless users can access the material simultaneously – inside the library or out.
- Materials are fully cross-searchable with many Gale resources.
- Electronic editions allow you to free up valuable shelf space.
- Online content is provided by one trusted and valued source.
- Users can generate citations easily.
- Special hardware or e-readers are not necessary.
- Electronic content eliminates replacement issues.
- Physical processing and maintenance costs are eliminated.
- Reference content usage is increased.

Gale Virtual Reference Library offers:

- Authoritative references, updated and in electronic format
- Integrated searching across all titles in your collection
- Enhanced content not included in the print format
- Ability to print, e-mail and download articles
- ReadSpeaker technology (text-to-speech), allowing text to be read aloud to users and downloaded in MP3 format
- On-demand content translated into 11 languages

Now you can fill your virtual shelves with electronic references covering a wide variety of topics and subjects, from Gale and other premier reference publishers.



GALE VIRTUAL REFERENCE LIBRARY

Benefits of ordering Gale e-books through Baker & Taylor:

- Streamline your acquisition process by integrating e-book purchases with print book purchases.
- Use Baker & Taylor's FirstLook Services to find out about new titles.
- Leverage the search capabilities of Title Source™ 3 to find titles by premier reference publishers available on the Gale Virtual Reference Library platform.
- Use Baker & Taylor's standing order plans to have titles automatically available for your patrons at the time of publication.
- Cataloging records for all titles are available via the Gale website.

BAKER&TAYLOR
the future delivered

To learn more about Gale Virtual Reference Library, please contact your local Sales Consultant or e-mail us at [illegible]

www.baker-taylor.com

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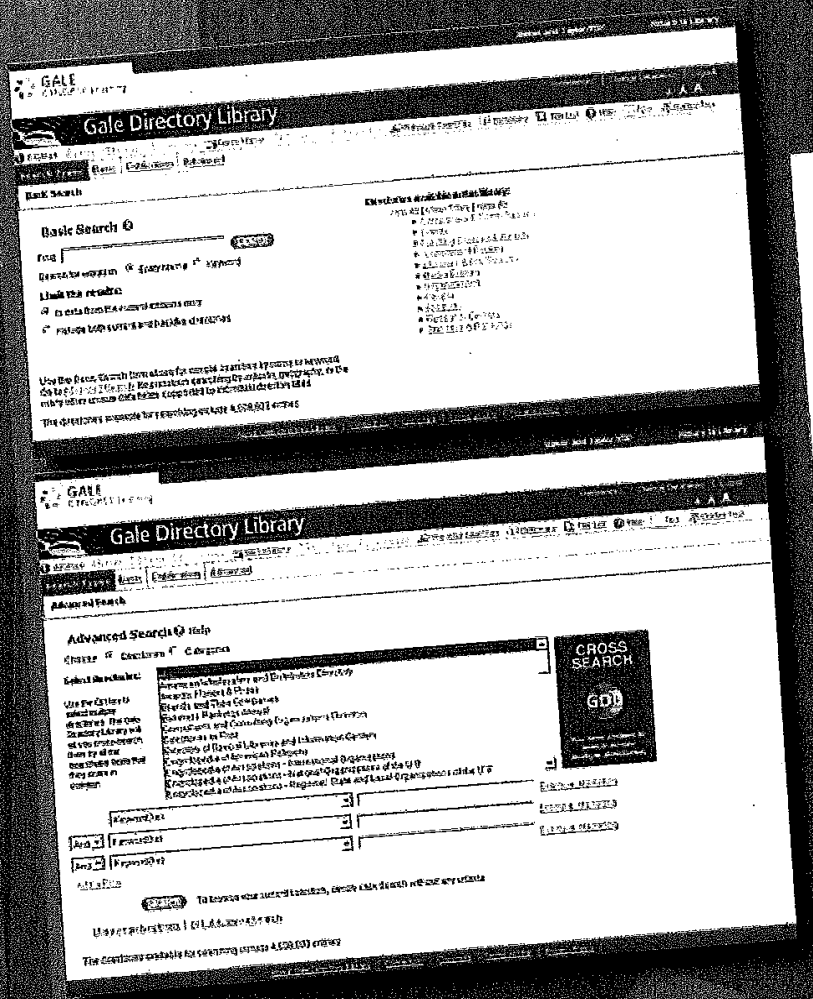
Now Available through Baker & Taylor

GALE DIRECTORY LIBRARY

Gale Directory Library makes directory information more accessible and useful than in print editions. And, Baker & Taylor makes it easier than ever before to order Gale Directory Library titles and manage your reference collection.



Gale electronic resources deliver solid advantages:

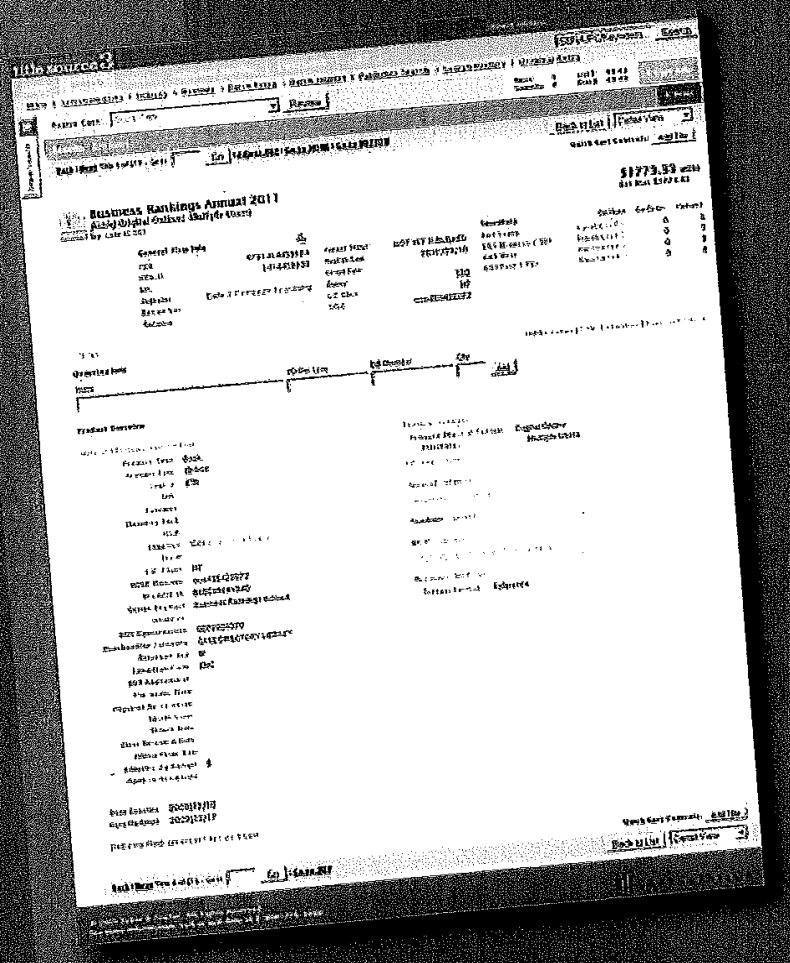
- All titles are accessible 24/7 from any Internet-connected computer.
- Countless users can access the material simultaneously – inside the library or out.
- Electronic editions allow you to free up valuable shelf space.
- Online content is provided by one trusted and valued source.
- Users can generate citations easily.
- Special hardware or e-readers are not necessary.
- Electronic content eliminates replacement issues.
- Physical processing and maintenance costs are eliminated.
- Reference content usage is increased.

Gale Directory Library allows researchers to:

- Transform traditional print titles into a fully-searchable database
- Export data for further sorting and analysis, or to generate mailing lists
- Print, e-mail or download individual entries
- Extend research through hot-linked websites and e-mail addresses
- Generate custom search results from marked items lists
- Access and analyze historical data through available directory backfiles

With Gale Directory Library, research is easy. From the basic or advanced search screens, users can limit searches to only the most current data or the entire backfile. Researchers can also limit searches to specific years.

In addition to helping you build a collection of directory data over time, Gale Directory Library offers an archive of historical directory data to get you started right away.



GALE DIRECTORY LIBRARY

Benefits of ordering Gale Directory Library titles through Baker & Taylor:

- Streamline your acquisition process by integrating e-book purchases with print book purchases.
- Use Baker & Taylor's FirstLook Services to find out about new titles.
- Leverage the search capabilities of Title Source™ 3 to find titles on specific subjects.
- Use Baker & Taylor's standing order plans to have titles automatically available for your patrons at the time of publication.
- Continue to access cataloging records via the Gale website.

BAKER&TAYLOR
the future delivered

To learn more about Gale Directory Library, please contact your local Sales Consultant or e-mail us at btgale@baker-taylor.com.

www.baker-taylor.com

P 142 09

ATTRACT, ENGAGE AND INFORM RESEARCHERS

Offering centuries of analysis — scholarly and popular commentary from books, journals, magazines, broadsheets, pamphlets, diaries and newspapers — *Literature Criticism Online* attracts researchers with an easy-to-use online format that matches the look and feel of the print originals.

More than 200,000 reprinted essays provide both critical perspectives and in-depth contextual information needed to understand the social, political and historical implications of a work.

This ever-growing collection is where researchers can:

- Compare 18th- and 20th-century perspectives on anti-Semitism in "The Merchant of Venice"
- Explore how the theme of fate in "The Aeneid" has been interpreted through the centuries
- Read Kurt Vonnegut's assessment of Herman Hesse's "Steppenwolf"
- Examine the influence of Disney films on children's literature

Advantages for faculty and librarians include:

- Comprehensive coverage of much-studied topics like Modernism, Romanticism, Gay and Lesbian Literature, the Holocaust, Magic Realism and hundreds more
- Extensive introductory material and critical analyses to aid in course management and curriculum planning

The 10 award-winning Gale series that comprise *Literature Criticism Online* cover centuries of critiques on authors and their works that span all time periods, types of literature and regions. Your collection may include any or all of the following titles:

- *Contemporary Literary Criticism®*
- *Twentieth-Century Literary Criticism®*
- *Nineteenth-Century Literature Criticism®*
- *Shakespearean Criticism*
- *Literature Criticism from 1400 to 1800*
- *Classical and Medieval Literature Criticism*
- *Poetry Criticism*
- *Short Story Criticism*
- *Drama Criticism*
- *Children's Literature Review*

Take literature, history and culture to new levels of interdisciplinary scholarship with the world's most extensive online, curated compilation of literary commentary: *Literature Criticism Online.*

Barbara Kingsolver
1955-

American novelist, short story writer, essayist, nonfiction writer, and poet

The following entry presents an overview of Kingsolver's career through 2004. For further information on her life and works, see *CLC*, volumes 55, 81, and 130.

INTRODUCTION

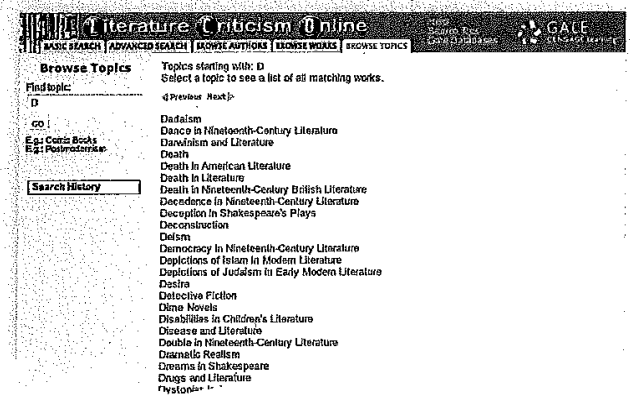
A celebrated and popular novelist, Kingsolver is widely recognized for crafting strong, working class female protagonists concerned with such social and political issues as poverty, environmental causes, and human rights violations. Her characters find strength in numbers, gossip to learn their pasts gain power to shape their span Kingsolver is best known for the novels *The Bean Trees* (1988), *Animal Dreams* (1990), *Pigs in Heaven* (1993), *The Poisonwood Bible* (1998), and *Prodigal Summer* (2000). Kingsolver's fiction provides a detailed picture of contemporary America along with many of its attendant ills. As Elaine Oyedeyo has noted, "In her fiction, Kingsolver grapples with clashing cultural values, social justice issues, ecological concerns, and the intersection of private and public concerns."

BIOGRAPHICAL INFORMATION

Kingsolver was born in Annapolis, Maryland, to Wendell and Virginia Lee Kingsolver on April 8, 1955. She grew up in Carlisle, Kentucky, a tobacco-growing region of Appalachia, the middle child of three. Her father was a country physician with a family practice in which her mother also worked. In 1963, when Kingsolver was seven years old, her family moved to the Belgian Congo for a year. The family also lived in Africa in 1967, where her father served as a physician in a convent hospital. Kingsolver was a tall and clumsy adolescent who did not fit in well with her peers. A pianist, she won a music scholarship to DePauw University in Indiana, but later changed her major to biology when she realized that there were few jobs for pianists. She graduated magna cum laude in 1977 and immediately moved to live in France for a period of time. She returned to the U.S., she settled in Tucson, Arizona, and in 1981 earned a Masters of Science degree in ecology and evolutionary biology from the University of Arizona. She began graduate studies in biology but left to take a job as a scientific writer for the Office of Arid Land Studies at the University of Arizona. Kingsolver was an activist in the Sanctuary movement for refugees in Central America and in the ecological and humanitarian movements. Most of her journalism has focused on these subjects. In 1985 Kingsolver married Joseph Hoffman, a chemist. While pregnant with her first child and working full-time as a journalist, Kingsolver endured a restless bout of insomnia for which her doctor prescribed scrubbing the bathroom tile. Instead, she began to write *The Bean Trees*. Within twenty-four hours of the birth of her child, Kingsolver had secured a publishing deal for the book. *The Bean Trees* won the 1988 American Library Association Award and this success encouraged Kingsolver [illegible] *Holding the Line* (1989)—a work actually [illegible] *Her Bones Will Be Green* Library Association Award. In 1989 [illegible] a collection of short fiction titled [illegible] Stones. The following year she [illegible], which won the 1991 Edward

"This product has a distinct cross-curricular application. Researchers can find writings on utopian communities, science in the Renaissance, romance novels, philosophy, politics, Diaspora studies, exploration and discovery, gender identity, and much more."

-- Angela Courtney, M.L.I.S., Indiana University at Bloomington



Literature Criticism Online **frames the discussion of literature in an accessible environment of summary, commentary and critique that spans centuries. Nowhere else will researchers find such depth of criticism, from so many time periods, in one place.**

Pinpoint results for more success

A choice of options lets users broaden or narrow searches to pinpoint authoritative results.

- **KEYWORD** searches the entire collection for the presence of the search term (within the author's name, work title, literary topic, essay titles, critic and section headers)
- **FULL-TEXT** searches the entire collection for the presence of the search term within the entire text of the article including keyword fields
- **NAMED AUTHOR** searches the entire collection for entries about a specific author and his or her works
- **NAMED WORK** searches the entire collection for information about a specific work
- **NARROW RESULTS** further by limiting to year(s) of publication, series and number of results per page

Flexible functions aid scholarship

- **BROWSE TOPICS** delivers hundreds of research themes, from Greek Historiography to Cyberpunk Short Fiction
- **BROWSE WORKS** and **BROWSE AUTHORS** provide alternative avenues of discovery
- **TITLES DISCUSSED** helps researchers go directly to the discussion of an individual work within an author's entry
- **RELEVANT PAGES** lets users navigate directly to relevant pages with one click (available with keyword and full-text searches)
- **INFOMARKS** persistent URLs facilitate reliable linking from bibliographies, coursepacks, social bookmarking sites and more
- **SAVE/SHARE FUNCTIONS** include print, email and download capabilities

Choose the collection for your needs

Literature Criticism Online is available as an online standing order, which automatically delivers the content from newly published volumes and provides significant savings. Or choose any combination of the 10 series to create the collection that suits your needs and budget.

Please note: *Literature Criticism Online* contains 100% of the introductory, contextual and principal works/further reading content and, on average, almost 95% of the reprinted criticism over the life of the series. However, from time to time, Gale is unable to obtain electronic display rights for certain items. In these cases, we continue to pursue rights and, when obtained, load new content into the collection.

TRY *it free*

Contact your Gale Representative for complimentary access to *Literature Criticism Online*.

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Exhibit B

Category Definitions

Exhibit B

Category Definitions

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

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

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

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

V. **Mass Market Paperback Editions (P)**
A standard rack size paperback typically found in bookstores or other retail outlets. An example of a mass market paperback would be: The City of Ember by Jeanne Duprau, ISBN: 9780375822742.

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

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

VIII. **University Press Trade Editions (A)** *(may include some spoken word audio materials)*
This category would include any University Press Trade Editions, both adult and juvenile, and are subject to publisher reclassification. An example of a university press trade edition would be: Alexander McQueen: Savage Beauty by Andrew Bolton, ISBN: 9780300169782.

IX. **Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (S, X, N, L, M, V, T, U, W, Letter O, 1, 4, 5, 6, 7, 8)**
Category of materials includes, but is not limited to, text, technical, reference, professional medical, small press, and some university press titles (excluding University Press Trade Editions). It includes titles purchased from publishers on a non-returnable basis, those publishers that extend little discount to Baker & Taylor, and publishers whose titles have limited sales volume based upon a semi-annual review.

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

Examples within this category would be: The Merck Index, ISBN: 9781849736701, Strategies That Work, ISBN: 9781571104816, Beauty and the East ISBN: 9781566563871, Generals of the Bulge: Leadership in the U.S. Army's Greatest Battle ISBN 9780811711999, Frankie Works the Night Shift, ISBN 9780060090951, and Floods, ISBN 9781624030031

X. **Imported English and Non-English Language Editions (F,K,3)**
Titles produced and distributed outside of the domestic US. These titles may be of any binding type and represent various publishers. An example would be El Angel Caido by Nalini Singh, ISBN 9788490625224.

XI. **Enhanced Service Program Titles (Y/Q)**
This category includes materials where Baker & Taylor receives no discount from the publisher, or prepayment is required by the publisher, or publishers which have restrictions on returns, or books of small or non-commercial publishers with limited sales volume based upon a semi-annual review. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will receive no discount and are subject to a service charge. An example within this category would be: Business Income Coverage Guide, ISBN: 9781941627532.

XII. **Spoken Word Audio (H)**
Materials designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles can be either fiction or current non-fiction. An example of a spoken word audio edition would be: The Complete Sherlock Holmes by Sir Arthur Conan Doyle. ISBN: 9781491542286.

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

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

XV. **Special Programs (D and E as indicated in Exhibit A)**
Programs, formats, or editions offered only by Baker & Taylor or not included in any other category. These programs include but may not be limited to PawPrints and Turtleback editions. Examples of items in this category would be: Clifford's Valentines Day by Norman Bridwell, ISBN 9781435201736 (PawPrints prebound edition) and Junie B. Jones is Captain Field Day by Barbara Park, ISBN 9780613337670 (Turtleback prebound edition)

Exhibit C

Enhanced Services Program

Exhibit C

Enhanced Services Program

Baker & Taylor is pleased to provide a service that will save the library time and money when procuring titles from small or 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 libraries 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, thereby 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.
- Increasing our reporting capabilities by providing order status for 100% of all title not yet published and by supplying anticipated release dates for all out of stock items.

Titles supplied from small non-commercial publishers which require prepayment or where B&T receives no discount from the publisher will be invoiced at list price + $4.95/unit.

In order to provide these enhanced title acquisition services, B&T will apply a service charge to qualifying titles. If you would like to determine whether a specific title belongs to this program, you may check the Title Source, Baker & Taylor's title database. These titles will appear with a Y or Q in the discount code field. You may also telephone your Customer Service or Order Entry Representative to determine program titles before placing an order.

As a convenience to the library, B&T can exclude these titles from all orders by adjusting the library's account profile. Please contact Customer Service at 800-775-1200 for additional information.

Exhibit D

Return Policies

BAKER & TAYLOR
the future delivered

Exhibit D

Institutional Returns Policy
(Revised July 2015)

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

How to Obtain Return Authorization

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

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

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

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

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

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

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

INTERNATIONAL CUSTOMERS ONLY: For information on making returns of damaged, defective, or incorrect products, please contact your local International Sales Office or our International Customer Service Department (internationallibrarycustomerservice@baker-taylor.com). You may also refer to the website **http://www.btol.com/international_libraries_details.cfm?sideMenu=Contact%20Us&home=home_help_details.cfm&ctx=1**

All returns should be sent to:

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

CONTINUATION SERVICES

FROM BAKER & TAYLOR

STANDING-ORDER CANCELLATION AND RETURN POLICY

(Effective July 2015)

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.
   Ship Returns to: Baker & Taylor Returns Center, Dept. R, 251 Mount Olive Church Road, Commerce, GA 30599
3. Make your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.

DAMAGED SHIPMENTS

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

Continuation Services • 1120 US Route 22 East • Bridgewater, NJ • 1.800.775.3600 • Fax 908.541.7867
http://compass.btol.com

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SCENE & HEARD A/V

(Updated July 2015)

Library & Education Account Audio/Video Product Returns Policy

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

How to Obtain Return Authorization

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

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

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

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

All returns with RA# should be sent promptly to:

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

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

Email via AVInfo@Baker-Taylor.com or
LibraryAVcustomerservice@baker-taylor.com

Exhibit E

Ordering & Contact Information

Exhibit E

TOLL-FREE NUMBERS AND ADDRESSES OF BAKER & TAYLOR CONTACTS

PLACING ORDERS: To order electronically: Baker & Taylor Online may be accessed via our website: **www.baker-taylor.com.**

m Orders (Book and Spoken Word):
ker & Taylor, LLC
Attn: Ordering Department
3584 Old Maysville Road
Commerce, GA 30529
Toll-Free Phone 800-775-1100
Toll-Free Fax 800-775-7480

Continuation Service (Standing Orders)
Baker & Taylor, LLC
Attn: Continuation Services
1120 US Route 22, East
Bridgewater, NJ 08807-0885
Toll-Free Telephone 800 775-3600
Toll-Free Fax 800 775-1600

DVD, & Music CD Products
Baker & Taylor, LLC
Attn: Library Services
875 Greentree Road
Suite 678
Seven Parkway Center
Pittsburgh, PA 15220
Order by Phone: 800-775-2600
Order by Fax: 888-285-8922

CUSTOMER SERVICE
Book and Spoken Word

ALABAMA MEMBERS	FLORIDA MEMBERS	KENTUCKY MEMBERS
Delilah Waldrop Customer Service Representative (800) 775-1200 extension 2434 Email: delilah.waldrop@baker-taylor.com	Cretia Fitzpatrick Customer Service Representative (800) 775-1200 extension 2264 Email: cretia.fitzpatrick@baker-taylor.com	Kim Waldrop Customer Service Representative (800) 775-1200 extension 2764 Email: kim.waldrop@baker-taylor.com

NORTH CAROLINA /WEST VIRGINIA MEMBERS	TENNESSEE MEMBERS	VIRGINIA MEMBERS
Carol LeMasters Customer Service Representative (800) 775-1200 extension 2212 Email: carol.lemaster@baker-taylor.com	Andrea Turner Customer Service Representative (800) 775-1200 extension 2281 Email: andrea.turner@baker-taylor.com	Michelle Lipscomb Customer Service Representative (800) 775-1200 extension 2745 Email: michelle.lipscomb@baker-taylor.com

Continuation Services

ALABAMA / NORTH CAROLINA / TENNESSEE MEMBERS	FLORIDA MEMBERS	KENTUCKY MEMBERS	VIRGINIA / WEST VIRGINIA MEMBERS
Sharlene Presley Customer Service Representative (800) 775-3600 extension 7303 Email: presles@baker-taylor.com	Jennifer Kennedy Customer Service Representative (800) 775-3600 extension 7293 Email: kennedj@baker-taylor.com	Arnetha Johnson Customer Service Representative (800) 775-3600 extension 7295 Email: johnsoas@baker-taylor.com	Jean Thomas Customer Service Representative (800) 775-3600 extension 7279 Email: thomasj@baker-taylor.com

AV Material

ALABAMA / TENNESSEE MEMBERS	FLORIDA MEMBERS	KENTUCKY MEMBERS
Dan Metro Customer Service Representative (800) 775-2600 extension 2097 Email: dan.metro@baker-taylor.com	Vicki Doherty Customer Service Representative (800) 775-2600 extension 2046 Email: vicki.doherty@baker-taylor.com	David Salsbury Customer Service Representative (800) 775-2600 extension 2026 Email: david.salsbury@baker-taylor.com

NORTH CAROLINA /WEST VIRGINIA MEMBERS	VIRGINIA MEMBERS
Jackie Stocker Customer Service Representative (800) 775-2600 extension 2162 Email: jackie.stocker@baker-taylor.com	Heidi Metro Customer Service Representative (800) 775-2600 extension 2135 Email: heidi.metro@baker-taylor.com

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REMIT ADDRESS (Lockbox)
Baker & Taylor, LLC
PO Box 277930
Atlanta, GA 30384-7930

CUSTOMER FINANCIAL SERVICES:
Baker & Taylor, LLC
2550 West Tyvola Road; Suite 300
Charlotte, NC 28217
Phone: 800-340-5370
Accts. Receivable Fax: 704-998-3314
Email: dl-cfs_inst@baker-taylor.com

Exhibit F

Continuation Services

Exhibit F

Continuation Services Program Description

Since 1958, Baker & Taylor has serviced over 6,000 public, academic and school libraries worldwide with our Continuation Services program. Baker & Taylor has extensive knowledge and experience in this area and offers the most comprehensive program available in the industry. This economical and efficient service enables librarians to select the titles they need on a standing order basis, order from a single source, and manage costs and collections with precise reports. Our commitment to customers is to regularly monitor 40,000+ Series offerings from 14,000+ Publishers and to identify, order, and ship titles in a timely and efficient manner. The Continuation Services department employs a group of experienced Research Analysts whose primary function is to review publisher catalogs, web sites, and trade journals to identify current and forthcoming issues contained in our Series offerings. With over 80 years of collective experience in the industry, their mission is to keep our comprehensive series/title database current, accurate, and complete. Our seasoned buying department promptly places orders with Publishers 3-6 months prior to publication date to ensure that our customers automatically receive standing order titles in a timely manner.

Only Baker & Taylor can provide **ALL** of the following standing order services to the members of MALIA:

- Access to a 40,000+ Series/title database
- 14,000+ publishers monitored
- Free Price Quotation Service
- Alternate-year cycling
- Free Comprehensive Management Reports
- Customized Subject Selection Lists
- Processing components (Value-added services)
- Series & Title Status reports delivered electronically
- Dedicated Account Representation at **(800) 775-3600**
- *Navigator* (quarterly publication of Continuations titles)
- Customer access to database via the World Wide Web: **http://compass.baker-taylor.com**
- Free Account Transfer Service
- Publisher flyer mailings announcing "new & noteworthy" Series
- And much more .....

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

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

COMPASS http://compass.baker-taylor.com
Compass, a web-based management tool, will enable the Library to access the CS database and program on the Internet! **Compass** is Free of Charge to qualified applicants. Using **Compass**, librarians can now reduce time consuming phone calls and paperwork by modifying profiles, creating bibliographic searches, submitting claims, and developing management reports on-line, 24-hours a day. The benefits of this system include:

- View/modify your CS profile on-line. Subscribers can make title changes, add series, or review pending shipments at their convenience.
- Access to Enriched Series/title database containing over 250,000+ titles. Search options include: ISBN, title, publisher, author, editor, subject categories, and more.

- On-line claims and new series request service—Now, claiming a specific issue or requesting new series is only a mouse-click away. Our program specialists will constantly monitor submitted claims and provide daily updates, so subscribers can make informed decisions.
- Alphabetical search function which enables a user to easily navigate through their profiled series based on the first letter of a Series title.
- A print profile feature allows a user to print or view a complete list of their profiled series from their own personal computer.
- Pop-up messages to keep users informed every step of the way, as they make modifications to their profile.
- A detailed **Compass** user's manual which can be accessed directly from the website.
- A direct hyperlink to a dedicated Customer Account Representative who will be able to answer questions, process requests, and research claims.

Compass displays all available issues within a specific series – now the Library can complete incomplete sets, find missing back issues, or order extra copies of an issue in a popular series with just a few keystrokes.

Compass has been designed to be quick and easy-to-use. Baker & Taylor has not employed any complex graphics, which can delay download time. The "point and click" interface means that information is never more than a text box away, with no complex commands to remember or difficult menus to navigate. The entire library staff will be able to use **Compass** without the need for time-consuming training sessions or complicated user manuals.

Comprehensive Management Reports
A variety of reports can be prepared, based upon specific customer needs, in both electronic and print formats. Master profile reports, backorder status reports, shipping and invoice histories are available in Excel and Word formats. Upon request, Continuation Services can customize and sort the data contained in these reports based on frequency, price, subject, or other individual customer requirement.

Title Reports
As our Continuation Services staff receives updated product information from publishers (i.e., ceased publications, merged series, title changes, significant price increases etc...), Title Reports are immediately sent to our customers to keep them informed of changes to series on their profiles. These title reports can be e-mailed or sent via US mail to the primary contact at your library.

Publisher Flyer Program
Promotional flyers from our vendor partners announcing "new & noteworthy" series are mailed to our customers 4-6 times per year. FREE of Charge. Each flyer describes important new series, ID numbers, publication titles/dates and is designed as an order form to simplify the process.

The Navigator
Quarterly publication of forthcoming titles. Free of Charge. The Core List, published each Spring, contains more than 1,500 titles covering a variety of subject areas, including: Business, Travel & Tourism, Bibliographies, Computer Technology, Economics, Education, Occupations & Careers, and much more. Libraries of all types can rely on this authoritative list to build or enhance their standing order collection. Each Core List entry includes series ID, title, publisher, last title published, last date published, list price, frequency and special notes. Additional information, such as subtitle, title changes, or other pertinent data can be found in the "notes" column for selected entries. Other specialty subjects such as Travel or Occupations/Careers are highlighted in other issues of The Navigator throughout the year.

Free Price Quotation Service
Submit a list of standing order or serial titles to our Continuations staff, and they will provide a price quotation listing the most recent issues available. FREE of Charge. If requested series are unavailable, recommended replacement options are indicated where appropriate.

Free Account Transfer Service
Baker & Taylor can handle all of the time-consuming account transfer tasks, FREE of Charge. When the institution wishes to transfer standing order business with other vendors to B&T, the Library only has to follow two simple steps:

1) Forward a notification letter requesting an account transfer with a supply of your Library's letterhead and envelopes.

2) Include your current standing order titles listing including the publisher/vendor name and address for each title and the last issue received by the library.

Baker & Taylor will take care of the rest including:

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

Processing for Continuation Titles
Baker & Taylor will be pleased to provide processing services for your Continuation titles. Available Value-Added Services include: laminated covers, mylar jackets, property stamping, bar codes, customer-supplied labels and theft detection.

Customer Account Representation
Our staff of dedicated professionals is at your disposal to assist with the maintenance of your account; they may be reached via a toll-free Customer Service number. The Continuation Services staff is committed to serving customers promptly and efficiently.

How to Order
B&T can accept CS orders via phone toll-free, by fax, mail, e-mail, or electronically on-line via COMPASS http://compass.btol.com. Once the orders are received, your account representative will immediately update the library's customized account profile(s). Account profile confirmations will be forwarded directly to the individual library address upon request.

Ordering Address:
Baker & Taylor, Inc.
Attn: Continuation Services
1120 US Highway 22 East
Bridgewater, NJ 08807

Phone/E-mail:
Telephone: (800) 775-3600 x7293
Fax: (800) 775-1600
E-mail: http://compass.baker-taylor.com

Exhibit G

Electronic Interfaces

Attachment G
ıdor Interfaces

Parent Company/Vendor	Product	ILS/POS	Format	Transactions
Addico Solutions	Basil	POS	X.12	850 PO, 855 Ack, 810 Invoice
Anthology	Anthology	POS	X.12	850 PO, 855 Ack,
auto-graphics	Agent Verso	ILS	X.12	850 PO, 855 Ack, 810 Invoice
Biblionix	Biblionix	ILS	X.12	850 PO, 855 Ack, 856 ASN 810 Invioce
BookLog	BookLog	POS	X.12	850 PO, 855 Ack,
BookManager	Bookmanager	POS	X.12	850 PO, 855 Ack, 810 Invoice
Computac	Computac	POS	X.12	850 PO, 855 Ack, 856 ASN, 810 Invoice
Evergreen	Evergreen	ILS	Edifact	Orders, Acks, Invoices
ExLibris	Aleph	ILS	Edifact	Orders, Text Acks, Invoices
	Voyager	ILS	Edifact	Orders, Invoices
	Alma	ILS	Edifact	Orders. Text Ack, Invoices
	IBIDie	POS	X.12	850 PO, 855 Ack, 856
Innovative Interfaces	Millennium/Sierra	ILS	Edifact	Orders, Acks, Invoices
KOHA	LibLime/GetIt	ILS	X.12	850 PO, 855 Ack, 810 Invoice
KOHA	ByWaterSoutions	ILS	Edifact	Orders
Polaris	Polaris	ILS	X.12	850 PO, 855 Ack, 856 ASN, 810 Invoice
Sirsi	Horizon	ILS	Edifact	Orders, Order Response, Invoice
	Unicorn	ILS	X.12	850 PO, Text Ack, 810 Invoice
	Symphony	ILS	X.12	850 PO, 855 Ack, 810 Invoice
TLC	Carl	ILS	X.12	850 PO, 855 Ack, 810 Invoice
	OSA	ILS	X.12	850 PO, 855 Ack, 810 Invoice
VTLS	Virtua	ILS	Edifact	Orders, Order Response, Invoice
Wordstock	Wordstock	POS	X12	850 PO, 855 Ack,

Exhibit H

Sample Reports

BAKER&TAYLOR
the future delivered

INVOICE

Sample Book Invoice

INVOICE # 5000815499
INVOICE DATE 03/26/11
ACCOUNT # XXXXXX Lxxxxxx 3 000000
AT'S # SOM0000000

FED TAX ID 56-1761729
SHIPPED FROM SOMERVILLE
CUSTOMER SERVICE 1-800-775-1200
CREDIT 800.340.5370/INTL 704.998.3399

GST/TAX ID # 00-00000000000000
PO # SAMPLE

BILL ACCOUNT # XXXXXX Lxxxxxx 3 000000
SAN # XXX
NAME: ADULT SAMPLE
ADDRESS XXX XXXXXXXX XXXXXXX
XXXXXXX, XX XXXXX

SHIP ACCOUNT # XXXXXX Lxxxxxx 3 000000
SAN # XXX
NAME ADULT SAMPLE
ADDRESS XXX XXXXXXXX XXXXXXX
XXXXXXX, 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 / ET ORDER # / CUSTOMER PO #	AUTHOR / FUND #	TYPE / CUST REF #	ISBN / ISBN-10	PUB	PRICE	DISC.	NET PRICE	EXTENDED PRICE
1	ALTERING AMERICAN CONSCIOUSNESS 00000001 SAMPLE	TRACY, SARAH W. 222222	PAP	9781558494251 1558494251	UMASS	xx.xx	xx.x%	xx.xx	xx.xx
1	BILLIONAIRE'S VINEGAR : 00000001 SAMPLE	WALLACE, BENJAM 222222	HRD	9780307338778 0307338770	RANDO	xx.xx	xx.x%	xx.xx	xx.xx
1	DUST TRACKS ON A ROAD : 00000001 SAMPLE	HURSTON, ZORA N 222222	PAP	9780060854089 0060854081	HPCLP	xx.xx	xx.x%	xx.xx	xx.xx
1	KNIT FAST, DIE YOUNG : 00000001 SAMPLE	KRUGER, MARY 222222	PAP	9780743484749 0743484746	POCKE	xx.xx	xx.x%	xx.xx	xx.xx
1	LA CABANA/THE SHACK : 00000001 SAMPLE	YOUNG, WILLIAM 222222	PAP	9781935170006 1935170007	GDCRL	xx.xx	xx.x%	xx.xx	xx.xx
5			PAGE TOTAL						xx.xx
			SUB TOTAL						xx.xx
			USD CURRENCY						

1 MYLAR JACKET STANDAR AT x.xx = x.xx

VAS x.xx

CITY TAX 0.00
COUNTY TAX 0.00
STATE TAX 0.00
TOTAL

TERMS : 00 NET 30 DAYS
AMOUNTS BILLED IN USD

TOTAL AMOUNT DUE xx.xx

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

PLEASE INDICATE INVOICE # ON YOUR REMITTANCE

BAKER&TAYLOR
the future delivered

Sample Book Status Report

INVOICE # 5000815499
INVOICE DATE 01/26/10
ACCOUNT # XXXXXX Lxxxxxx 3 000000
ATS # SOM0000000
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 / BT ORDER # / CUSTOMER PO #	AUTHOR / FUND #	Type / ISBN / CUST REF # / ISBN-10	PUBLISHER	LIST PRICE	STATUS	DISPOSITION	DUE DATE
1	BODIES LEFT BEHIND 00000001 2009BID	DEAVER, JEFFERY 222222	HRD 9781439101872 1439101876	SIMON	xx.xx	AD	CANCELLED	
1	I REMEMBER PETE MARAVICH : 00000001 2009BID	TOWLE, MIKE. 222222	HRD 9781581821482 1581821484	TURNL	xx.xx	BP	BACK ORDERED	
1	MEDITATIONS WITH TEILHARD DE CHARDIN 00000001 2009BID	TEILHARD DE CHARD 222222	PAP 9780939680474 0939680475	INNET	xx.xx	BP	BACK ORDERED	
1	PRESERVING MEMORIES : 00000001 2009BID	GLATTSTEIN, JUDY, 222222	PAP 9781555914738 155591473X	CNSRB	xx.xx	BP	BACK ORDERED	

BAKER&TAYLOR
the future delivered

ACCOUNT #: XXXXXX Lxxxxxx 3 000000
ATS#: SOMXXXXXXXBT
CUSTOMER PO#: 2012 BID
CUSTOMER SERVICE:

CARTON PACKING LIST I
THIS IS NOT AN INVOICE

CARTON #: 1 OF 1
CARRIER: LVHS IN HOUSE DO NOT SHIP
PACK DATE: 03/26/12
PAGE: 1
CONTAINER #: 40XXXXXXX

SHIP TO:
ADULT SAMPLE
XXX XXXXXXXX XXXXXXX
XXXXXXX, XX XXXXX

FROM:
BAKER & TAYLOR
XXX XXXXXXXX XXXXXXX
XXXXXXX, XX XXXXX

THIS IS NOT AN INVOICE. ALL TOTALS ARE UNADJUSTED. DO NOT PAY FROM THIS DOCUMENT.

QTY	TITLE / AUTHOR	TYPE	PUB	ISBN - 10 DIGIT / ISBN - 13 DIGIT	PRICE	DISC	EXT. PRICE	CUST. PO # / CUST. REF. ID#
1	ALTERING AMERICAN CONSCIOUSNE TRACY, SARAH W. (EDT)/	PAP	UMASS	1558494251 9781558494251	xx.xx	xx.xx	xx.xx	2012 BID
1	ANTIQUES FLEE MARKET : ALLAN, BARBARA.	HRD	KNSGT	0758211953 9780758211958	xx.xx	xx.xx	xx.xx	2012 BID
1	BILLIONAIRE'S VINEGAR : WALLACE, BENJAMIN,	HRD	RANDO	0307338770 9780307338778	xx.xx	xx.xx	xx.xx	2012 BID
1	CASE OF EXPLODING MANGOES / HANIF, MOHAMMED.	HRD	RANDO	0307268071 9780307268075	xx.xx	xx.xx	xx.xx	2012 BID
1	DUST TRACKS ON A ROAD : HURSTON, ZORA NEALE.	PAP	HPCLP	0060854081 9780060854089	xx.xx	xx.xx	xx.xx	2012 BID
1	ILLUSTRATED KITCHEN BIBLE / DORLING KINDERSLEY, INC.	HRD	DORKI	0756639743 9780756639747	xx.xx	xx.xx	xx.xx	2012 BID
1	KING RICHARD THE LIONHEARTED DOHERTY, KATHERINE M.	LIB	ENSLO	0766014592 9780766014596	xx.xx	xx.xx	xx.xx	2012 BID
1	KNIT FAST, DIE YOUNG : KRUGER, MARY	PAP	POCKE	0743484746 9780743484749	xx.xx	xx.xx	xx.xx	2012 BID
1	LA CABANA/THE SHACK : YOUNG, WILLIAM PAUL/ JAC	PAP	GDCRL	1935170007 9781935170006	xx.xx	xx.xx	xx.xx	2012 BID
1	LA SUMA DE LOS DIAS ALLENDE, ISABEL	HRD	HARPE	0061551872 9780061551871	xx.xx	xx.xx	xx.xx	2012 BID
1	LOUD SILENCE OF FRANCINE GREE CUSHMAN, KAREN.	HRD	HOUGJ	0618504559 9780618504558	xx.xx	xx.xx	xx.xx	2012 BID
1	NATIONAL AUDUBON SOCIETY GUID FITZHARRIS, TIM,	PAP	FIREF	1554073928 9781554073924	xx.xx	xx.xx	xx.xx	2012 BID
1	RED, WHITE, AND BLUE / HAYDEN, LAURA.	PAP	TYNDA	1414319401 9781414319407	xx.xx	xx.xx	xx.xx	2012 BID
1	RIGHT TO DIE AND EUTHANASIA / YOUNT, LISA.	HRD	FACTS	0816062757 9780816062751	xx.xx	xx.xx	xx.xx	2012 BID
1	SOLAR POWER YOUR HOME FOR DUM DEGUNTHER, RIK,	PAP	WILTR	0470175699 9780470175699	xx.xx	xx.xx	xx.xx	2012 BID

15 TOTAL UNITS PACKED IN CARTON TOTAL PRICE xx.xx xx.xx TOTAL EXTENDED PRICE

INSTRUCTIONS ON SUBMITTING RETURNS PLEASE VISIT http://www.btol.com/pdfs/Returns_Library.pdf.
ALL CLAIMS MUST BE MADE WITHIN 45 DAYS FROM RECEIPT OF GOODS.

BAKER & TAYLOR

SAMPLE DVD INVOICE

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

SOLD
TO: *Customer Name - SAMPLE*
Address - SAMPLE

SHIP
TO: *Customer Name and Address*

BILL TO CUSTOMER NO.	SHIP TO CUSTOMER NO.	DATE SHIPPED	INVOICE NO.		INVOICE NO.	PAGE NO.
		03/26/10	P20548922		P20548922	1

TIME	DATE ENTERED	TERMS	CTN COUNT	FOB	ORDER POINT	SHIP POINT
		NET 30 DAYS FROM DATE OF INVOICE	1 CARTON	DESTINATION		
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	2010 ORDER
DD	MAYA	MA1049	AMEXICANO	1	002	1	1	0	xx.xx	xx.x%	xx.xx	2010 ORDER
DD	LGHE	22665	BELLA	1	003	1	1	0	xx.xx	xx.x%	xx.xx	2010 ORDER
DD	LGHE	22265	BIGGEST LOSER WORKOUT CARDIO MA	1	004	1	1	0	xx.xx	xx.x%	xx.xx	2010 ORDER
DD	CTC	BOB010	BOB LE FLAMBEUR	1	005	1	1	0	xx.xx	xx.x%	xx.xx	2010 ORDER
DD	TW	2257043	GOOSEBUMPS.	1	006	1	1	0	xx.xx	xx.x%	xx.xx	2010 ORDER
DD	MC	61029600	HOUSE M.D.	1	008	1	1	0	xx.xx	xx.x%	xx.xx	2010 ORDER
DD	HBO	1000038820	JOHN ADAMS	1	009	1	1	0	xx.xx	xx.x%	xx.xx	2010 ORDER
DD	CS	DV15611	JOHNNY SUEDE	1	010	1	1	0	xx.xx	xx.x%	xx.xx	2010 ORDER
DD	CO	22519	MY KID COULD PAINT THAT	1	011	1	1	0	xx.xx	xx.x%	xx.xx	2010 ORDER
DD	VVN	VVIEV05311D	ROMA	1	012	1	1	0	xx.xx	xx.x%	xx.xx	2010 ORDER
DD	CS	DV80012	TRAITOR	1	014	1	1	0	xx.xx	xx.x%	xx.xx	2010 ORDER
DD	GEPI	79615	WORDPLAY	1	015	1	1	0	xx.xx	xx.x%	xx.xx	2010 ORDER

TOTAL ITEMS 13 0.00

TOTAL AMOUNT DUE 0.00

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

PLEASE INDICATE INVOICE # ON YOUR REMITTANCE

Sample Backorder Report
(Status Report)
Video / Music

BAKER & TAYLOR
PRE / BACKORDER REPORT

SHIP TO: XXXXXXX

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

ITEM NUMBER		DESCRIPTION ARTIST	P.O. #	DEALER PRICE	NET PRICE	QUANTITY	EXTENSION	ORDER DATE	RELEASE DATE	TYPE	SHIP WHS
DDMC	66160	ABBOTT & COSTELLO MEET THE MUMMY ABBOTT & COSTELLO	XXXXXX	XX.XX		1				B	REN
DDWD	66160	ALADDIN DISNEY CLASSIC	XXXXXX	XX.XX		1				B	REN
DDMC	66160	JURASSIC PARK NEILL, SAM	XXXXXX	XX.XX		1				B	REN

BAKER & TAYLOR

SHIP TO: *Customer Name*
DVD / Music CD PACKING LIST SAMPLE

FROM *Baker & Taylor*
Service Center

PAGE 1
CONTAINER XXXXXXXXX
CARTON# 1 OF 1
CARRIER WILL CALL
PACK DATE 4/4/2012

THIS IS NOT AN INVOICE. ALL TOTALS ARE UNADJUSTED. DO NOT PAY FROM THIS DOCUMENT.

BILL #	SHIP TO #	ATS NUMBER	CUSTOMER PO NUMBER
		4/4/2012	SAMPLE

Invoice reference # XXXXXXXX

QTY	TITLE	ARTIST	ITEM NUMBER	UNIT PRICE	EXTENDED PRICE	CUSTOMER PURCHASE ORDER NUMBER
1	49TH PARALLEL	POWELL, MICHAEl	DDCTCCC1683D	xx.xx	xx.xx	SAMPLE
1	ANGRY HARVEST	MUELLER-STAHL,	DDHMVHVE3270	xx.xx	xx.xx	SAMPLE
1	ATOMIC STRUCTURE & THE PERIODIC	NOT AVAILABLE	DDSCHLV7711	xx.xx	xx.xx	SAMPLE
1	BULLYING	NOT AVAILABLE	DDSCHLV6611	xx.xx	xx.xx	SAMPLE
1	EMPEROR'S NAKED ARMY MARCHES	NOT AVAILABLE	DDFMI91921	xx.xx	xx.xx	SAMPLE
1	FLIP THE SCRIPT	WAHLBERG, MARI	DDUVID116	xx.xx	xx.xx	SAMPLE
1	INVINCIBLE	NOT AVAILABLE	DDWD53116	xx.xx	xx.xx	SAMPLE
1	LEGEND OF THE DRAGON	VARIOUS	DDGEPI79620	xx.xx	xx.xx	SAMPLE
1	LIBRARIAN: RETURN TO KING SOLOM	NOT AVAILABLE	DDWAT7652	xx.xx	xx.xx	SAMPLE
1	MI-5.	DYLAN, BOB	DDBBCVE2777	xx.xx	xx.xx	SAMPLE
1	MY COUNTRY, MY COUNTRY	KONCHALOVSKY,	DDZEITZ1085	xx.xx	xx.xx	SAMPLE
1	NO DIRECTION HOME: BOB DYLAN	FOLEY, SUE	DDPA031054	xx.xx	xx.xx	SAMPLE
1	SAFE SIDE/INTERNET SAFETY	HARA, KAZUA	DDCMV10011	xx.xx	xx.xx	SAMPLE
1	SIBERIADE	NEWHART, BOB	DDKI4262	xx.xx	xx.xx	SAMPLE
1	SUE FOLEY - LIVE IN EUROPE	SAFE SIDE	DDVMIRUF3013	xx.xx	xx.xx	SAMPLE
1	WHO KILLED THE ELECTRIC CAR?	DILLER, PHYLLIS	DDCO15286	xx.xx	xx.xx	SAMPLE

In Carton 16

BAKER & TAYLOR

Sample Master Profile Report

Continuations Services (https://compass.btol.com)
1120 US Route 22, East
P.O. Box 6885, Bridgewater, NJ 08807-0885
Phone: (800)775-3600 Fax: (908)541-7867
Your Account Rep is XXXXX ext. XXXX
Email address: XXXX@btol.com

Account: xxxxx-Cxxxxx-2-000000
SAMPLE PUBLIC LIBRARY
SAMPLE PUBLIC LIBRARY
CONTINUATION ACCT
800 ANYWHERE STREET
HOMETOWN, USA 77777

Master Customer Information

Approval Acct#:	N/A
Date Opened:	8/14/2001
InvoicedYTD:	$ XXX,XXX.XX
Inv Prior YTD:	$ XXX,XXX.XX
Inv Last Cal Year:	$ XXX,XXX.XX
Total Series:	744

Series Title / Title	SeriesID / ISBN	Publisher / ListPrice	ProfileQty / NetPrice	Cycle / TotalPrice	OrderNo / ShipQty	StartDt / Invoice#	Pos. In Series / Pub Date	Freq / ShipDt
A'S AND B'S OF ACADEMIC SCHOLARSHIPS.	0008391	Octameron Associates	4	1		E021/000	E023/000	IRR
The A s and B s of Academic Scholarships : 100,000 Sch	1575090791	$ XX.XX	$ XX.XX	$ XX.XX	4	2009898670	xx/xx/xxxx	xx/xx/xxxx
ABA LSAC OFFICIAL GUIDE TO ABA APPROVED LAW SCHOOL	0881755	Law School Admission	1	1		Y2001/00	Y2006/00	ANN
Aba Lsac Official Guide to Aba-Approved Law Schools	0942639847	$ XX.XX	$ XX.XX	$ XX.XX	1	3005464456	xx/xx/xxxx	xx/xx/xxxx
ABOS MARINE BLUE BOOK (VOLUME 2)	7896400	Abos Technical Pubns	1	1		Y2000/00	Y2006/00	ANN
Abos Marine Blue Book 1975-1992	0872888576	$ XX.XX	$ XX.XX	$ XX.XX	1	2009932027	xx/xx/xxxx	xx/xx/xxxx
ABOS MARINE BLUE BOOK. (VOLUME 1)	0001214	Abos Technical Pubns	1	1		Y2001/00	Y2006/00	ANN
Abos Marine Blue Book 1993-2003	0872888568	$ XX.XX	$ XX.XX	$ XX.XX	1	2009932027	xx/xx/xxxx	xx/xx/xxxx
ACADEMIC YEAR ABROAD.	9440603	Inst of Intl Educati	1	1		Y2000/00	Y2006/00	ANN
# Academic Year Abroad 2005 Complete Guide to Plannin	0872862635	$ XX.XX	$ XX.XX	$ XX.XX	1	3005487549	xx/xx/xxxx	xx/xx/xxxx
ACCIDENTS IN NORTH AMERICAN MOUNTAINEERING.	0006445	Amer Alpine Club	1	1		Y2000/00	Y2006/00	ANN
Accidents in North American Mountaineering 2005	0930410920	$ XX.XX	$ XX.XX	$ XX.XX	1	2009730934	xx/xx/xxxx	xx/xx/xxxx

Total # of Titles: 6
Total # of Units: 9

Expenditure Report
Baker & Taylor

Material Category	Units Shipped	Sales Invoiced	Average Cost per Unit
Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction)	XXX	$ XXX.XX	$ XX.XX
Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction)	XXX	$ XXX.XX	$ XX.XX
Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	XXX	$ XXX.XX	$ XX.XX
Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	XXX	$ XXX.XX	$ XX.XX
Mass Market Paperback Editions	XXX	$ XXX.XX	$ XX.XX
Single Edition Reinforced (Juvenile)	XXX	$ XXX.XX	$ XX.XX
Publisher's Library Edition (Juvenile)	XXX	$ XXX.XX	$ XX.XX
University Press Trade Editions	XXX	$ XXX.XX	$ XX.XX
Text, Technical, Reference, Small Press, and Titles of Limited Demand	XXX	$ XXX.XX	$ XX.XX
Imported English and Non-English Language Editions	XXX	$ XXX.XX	$ XX.XX
Enhanced Service Program**	XXX	$ XXX.XX	$ XX.XX
Spoken Word Audio (primarily abridged)	XXX	$ XXX.XX	$ XX.XX
Board Books/Novelty Items/Activity Books	XXX	$ XXX.XX	$ XX.XX
- PawPrints Editions	XXX	$ XXX.XX	$ XX.XX
- BT Bound Editions	XXX	$ XXX.XX	$ XX.XX

Exhibit I

Publishers Not Supplied List – Book

Publishers Supplied List – Music/DVD

Exhibit J

Automatic Shipment Programs

Exhibit J

Automatic Shipment Services

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

Automatically Yours has 8 different programs to choose from:

Popular Adult Fiction Authors – featuring over 1000 fiction authors

CATS Authors & Illustrators – featuring over 600 of the most popular children and young adult authors, both fiction and non-fiction.

CATS Awards – featuring more than 80 professionally selected national and international children's and teens awards

Spoken Word Audio

Large Print Popular Adult Fiction Authors

Book Club Plans - Baker & Taylor offers 4 different Book Club Plans to help meet your patrons' needs:
- "Today" Show Book Club
- Reading with Ripa Book Club
- "Good Morning America" Book Club
- "Oprah's" Book Club
  (although Oprah has discontinued her book club, she will occasionally recommend titles. We will continue to automatically ship these titles)

Inspirational Authors – Offers over 250 authors to choose

Graphic Novels - Available for Adult and Teen titles. Choose from 500 series.

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

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

Hot Hits – Standing Order Program (Music CD-Demand Driven)
Each week you will receive a list of New Release music titles, based on your profiled Music Genre selections. This will allow you to make changes to the list before the titles are ordered and shipped to your account.

Benefits of the Hot Hits program include:
- Never receive the same title twice
- Convenient delivery of lists (Title Source cart or EXCEL spreadsheet)

- Flexibility to adjust your order quantities at any time
- Weekly e-mail updates of new titles
- Choose to receive Parental Advisory or Edited versions of titles

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

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

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

Box Office (DVD-Demand Driven)
With the dramatic rise in DVD demand, we understand the difficulty in keeping up with ordering all of the box office hits. Baker & Taylor can help with our Box Office Hits on DVD Standing Order Program. Simply choose the quantity you would like to receive, based on the millions sold at theatres, and we will ship the product to you. Each week, by email, we will send you the latest list of titles to hit the charts. For more information, please contact us at 800-775-2600 extension 2079.

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

Exhibit K

Collection Development Services

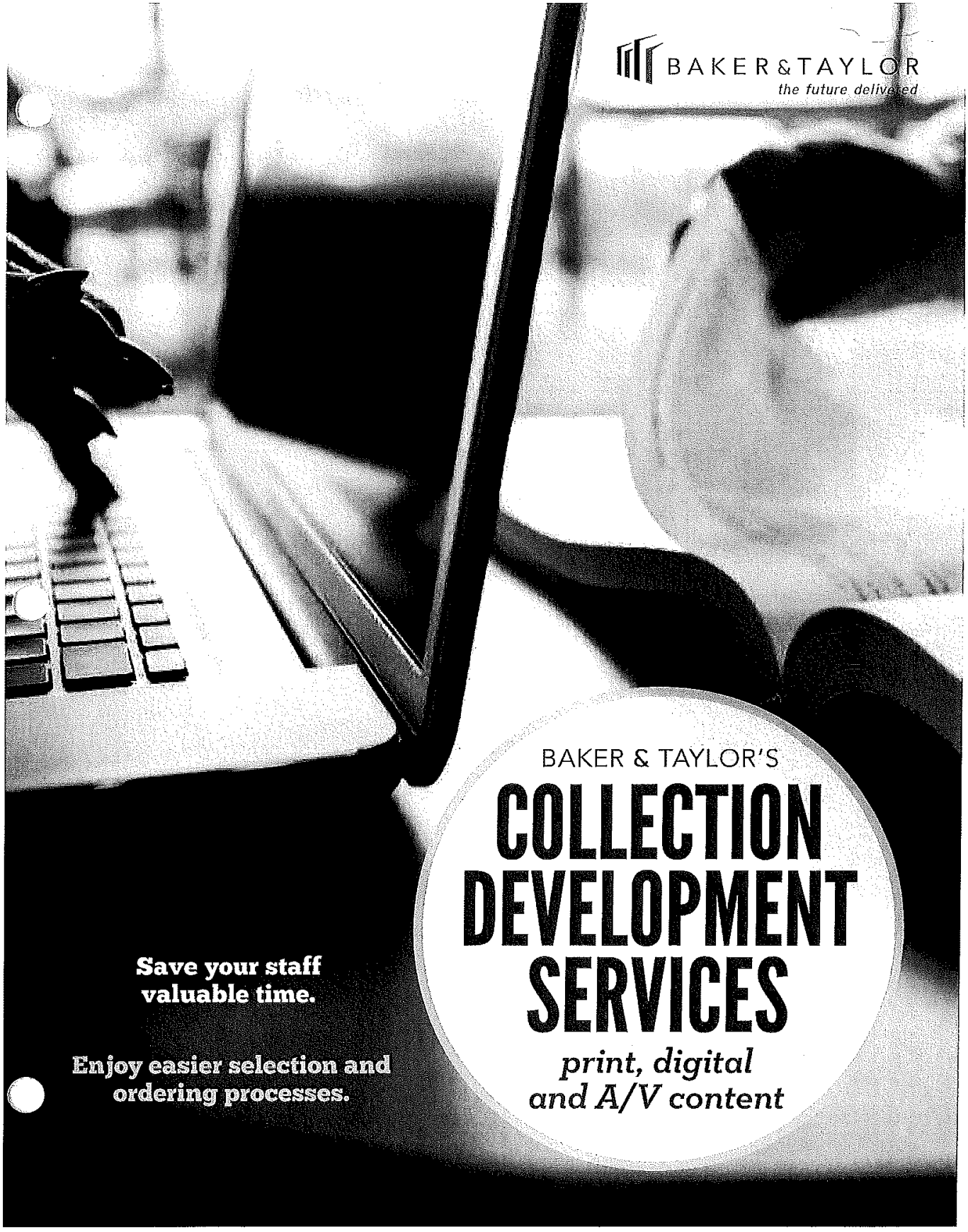
Exhibit K

Collection Development

Baker & Taylor collection management librarians have extensive experience working in library collection development and/or technical services in public, academic, and special libraries prior to their employment with Baker & Taylor. Our management team has created this organization carefully, recruiting librarians with a wide range of complementary, specialized subject knowledge representing different-sized institutions and a range of geographic regions.

Baker & Taylor's collection management team is an accessible resource that will work with the Library staff to complete foundation tasks, such as profile development. Our collection development team is a resource for general inquiries about any and all collection development topics and associated technical questions. We also can produce on-demand selection lists for special needs such as replacement projects or new facility openings. In addition, our collection management team can provide consultation to the Library's staff as needed to contribute to collection development, staff development, process analysis, and collection analysis, or to provide project management solutions.

Please see the enclosed brochure for additional information.


BAKER & TAYLOR
the future delivered
BAKER & TAYLOR'S
COLLECTION DEVELOPMENT SERVICES
print, digital and A/V content
Save your staff valuable time.
Enjoy easier selection and ordering processes.

COLLECTION DEVELOPMENT SERVICES

for print, digital and A/V content

Baker & Taylor offers libraries an extensive range of collection development services. These services are all tailored to meet your library's unique requirements. We offer a variety of free and fee-based services and programs — all designed to assure cost-effective, quality collection building and efficiencies within the library.

Baker & Taylor's collection development services include automatic shipment programs, notification programs and evidence-based decision support for both print and digital content.

Baker & Taylor is your one trusted source for books, ebooks, digital audiobooks, music and movies.

Automatic Shipment Programs

Automatically Yours | PAGES 4-5
A free, specialized program that allows your library to customize its collection with the latest print and digital titles — by popular authors or in a highly-circulated series — delivered right to your door, automatically.

Parade | PAGE 6
Standing order programs of popular titles, pre-selected by Baker & Taylor's Collection Development librarians to help reduce the time, effort and expense of ordering.

Continuations | PAGE 6
Your one-stop source to customize your collection of ongoing series standing orders for print and digital content, in a variety of available genres.

Notification Programs

FirstLook | PAGES 8-10
The family of notification services available to libraries for print and digital content.

Selection Lists | PAGE 10
Collection of forthcoming, topical and popular lists available in Title Source™ 3 / Title Source 360.

Evidence-based Decision Support

Evidence-based Selection Planning (ESP) | PAGE 11
Brings the art of Baker & Taylor's collection development expertise together with the science of collectionHQ's data analytics to create a decision support system integrated with Title Source 360 to equip your library with the information to select the right titles and quantities, for the right locations.

Automatically Yours

Automatically Yours™ is a specialized program that allows you to have the latest print, digital and A/V titles — by popular authors or in a series — delivered right to your door, automatically. We send you the latest titles as soon as they are released. No more placing separate orders or worrying about title availability. The titles will arrive on time at your library, every time.

Automatically Yours offers the following plans:

ADULT

Popular Adult Fiction	Choose from more than 1,100 authors
Large Print Popular Adult Fiction	Choose from more than 1,000 authors
Inspirational Authors	Choose from more than 250 adult authors
Spoken Word Audio	Choose from more than 1,000 authors in abridged or unabridged (when available) formats on CD
Graphic Novels Series	Choose from more than 180 series
Book Club Plans	Includes all major national book clubs
Popular Nonfiction	Choose from more than 100 authors

Automatically Yours Plans include:

- ✚ Order confirmation reports sent monthly for forthcoming title additions
- ✚ Popular authors, series, formats and award selections updated annually
- ✚ Cataloging and processing available upon request

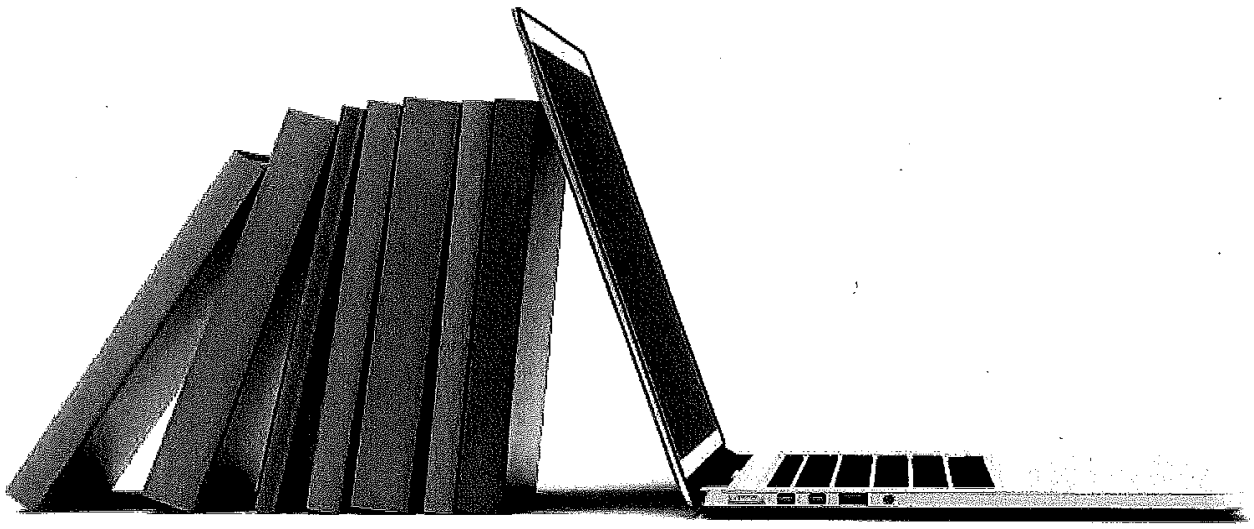
CHILDREN'S AND TEEN SERVICES (CATS)

CATS Authors and Illustrators	Choose from more than 850 authors and illustrators
CATS Awards	Choose from more than 80 professionally selected and international children's and teen awards
CATS Series	More than 3,500 series are available in various bindings
CATS Graphic Novels Series	Choose from more than 540 series

Automatic Shipment Programs

A/V *Receive all the newest movie, TV and video releases in time to satisfy patron demand*

Adult & TV Standing Order	Choose from a wide variety of series on DVD
CATS Standing Order	Choose from an unlimited selection of popular TV and video series on DVD
Box Office Hits Standing Order	Choose from a broad assortment of top theatrical video titles



✚ Titles shipped automatically upon receipt from the publisher/studio

✚ Free collection development support with detailed analyses and reports

✚ NEW TO TITLE SOURCE 360: Titles flagged as "On Order" with "Duplicate Check" feature

DIGITAL *Titles available through our Axis 360 digital media circulation platform**

Popular Adult Fiction	Choose from more than 150 authors
Popular Nonfiction Series	Choose from more than 200 series
CATS Series	Choose from more than 150 series
Digital Spoken Word	Choose from more than 100 popular authors

**New authors and series added weekly*

Parade

The Parade standing order programs from Baker & Taylor help libraries reduce the time and expense of ordering and collection management. Our plans are developed by professional librarians and are continually updated to meet the current needs of your patrons. Once a year, simply select the plans you wish to receive — a one-time payment reduces invoices, and the most popular new materials are sent to you every month for 12 months.

PAPERBACK AND SPOKEN WORD AUDIO PARADE

With more than 25 plans to choose from, we can fill your needs for all popular titles ranging from mystery to romance to Spanish language, and more. Select spoken word audio plans are also available.

CATS PARADE

To meet all your children's and teen needs, we have 25 book plans to choose from, ranging from popular and easy-to-read titles for beginning readers, to children's fiction and graphic novels. In addition, there are two plans for popular spoken word audio titles.

MUSIC PARADE

To ensure your library has the hottest new titles in a timely fashion, we offer our exclusive music standing order program. The program offers 20 plans and covers the range of musical interests from adult contemporary to world music. Plans are designed to provide expertly chosen selections that best represent new releases within a genre.

MOVIE PARADE

Choose from 14 plans, including new releases and a wide range of genres, to suit all of your patrons' needs. Both DVD and Blu-ray formats are available.

Continuations

Continuations is your one-stop source for series standing orders for print and digital content. Our extensive title selection, innovative Web-based system, unparalleled service and free management reports make us a leader in standing order services. Continuations offerings include travel books, almanacs, yearbooks, test preparation and occupational guides, as well as essential general reference. Also included are numbered and unnumbered monographic series, sets in progress, non-subscription serials, proceedings and select U.S. government documents and publications. Our experienced researchers monitor more than 40,000 adult and children's series from more than 14,000 publishers, so they know when the next issues of relevant publications will be published. We then ship the new titles as soon as they are available. Additionally, our friendly support staff provides analyses and extra assistance with your adult and children's series collection development plans.

FirstLook

FirstLook™ is the family of notification services available to libraries for print and digital content. FirstLook is supported by a staff of experienced librarians and merchandising specialists who are experts in the publishing and entertainment industries. These services are supported by the industry's most sophisticated collection development management system, and title lists are provided via Title Source 3 / Title Source 360.

FIRSTLOOK BASIC

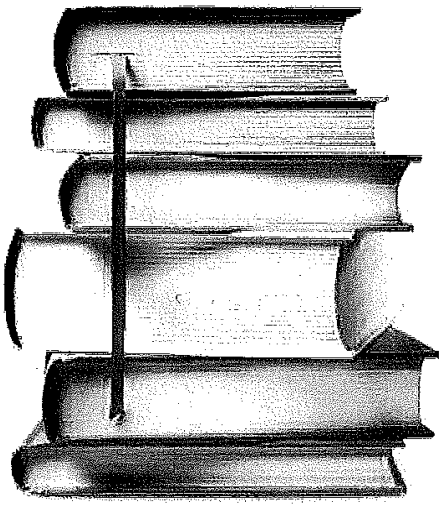
A free collection development program that provides notification of high-visibility new and forthcoming titles, and also allows your library to create separate profiles by subject category. FirstLook Basic is available to subscribers of Title Source 3 / Title Source 360.

FirstLook Basic allows you to create separate profiles by subject category. The key criteria in title identification for these categories is the prepublication purchasing threshold, which represents our anticipated demand for these titles. Lists are sent as Title Source 3 / Title Source 360 carts during the last week of every month, 90 to 120 days in advance of the anticipated date of publication. This program is supported by the most experienced merchandising team in the industry.

FirstLook Basic addresses all collection areas, including those typically not covered in review journals. There are different thresholds for different categories. Category coverage includes adult fiction genres, nonfiction categories and children's and teen areas. Additional plans cover spoken word audio, music and movies. *Examples include, but are not limited to:*

Books

- Adult Fiction
- Adult Nonfiction
- Adult Spoken Word Audio
- Adult Graphic Novels
- Teen Fiction
- Teen Nonfiction
- Teen Spoken Word Audio
- Teen Graphic Novels
- Children's Fiction
- Children's Spoken Word Audio
- Children's Graphic Novels
- Children's Board Books
- Children's Picture Books and Easy Readers



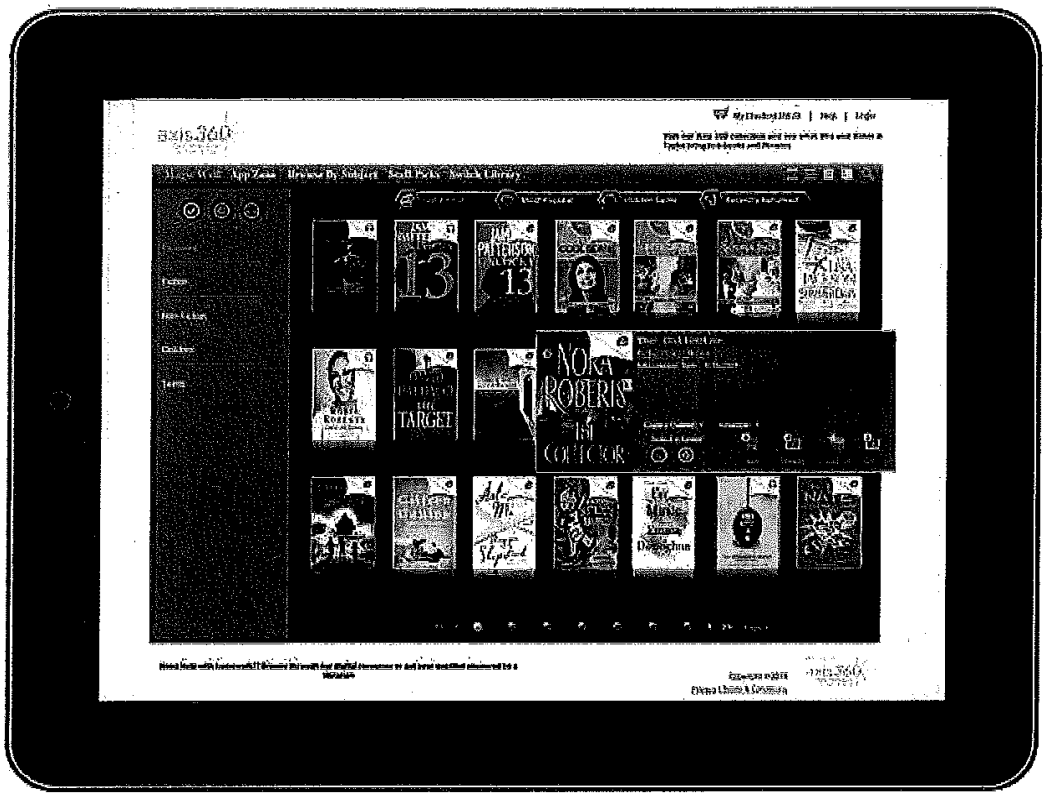
Music

- Pop and Rock
- Classical, Jazz, Soundtracks, Dance
- Country and Folk
- R&B and Rap/Hip Hop
- Children's

Movies

- Adult Feature
- Adult Nonfiction
- Adult TV
- Children's TV
- Children's / Family Feature

Notification Programs



FIRSTLOOK DIGITAL

FirstLook Digital is a free program that notifies you every month about new and forthcoming digital titles. It helps you save time during the title selection process, allowing you to easily update your Axis 360 digital collection with the high-demand content your patrons are looking for.

- ✚ Monthly new title notification lists for all areas of interest at your library.
- ✚ Notification lists sent directly to each subject area selector's Title Source 3 / Title Source 360 User ID for easy review and ordering.

Just as you use Baker & Taylor's FirstLook for ordering physical products, these carts help make selecting Axis 360 digital content for your library fast and easy.

Monthly Notification Cart Options:

eBooks

- ✚ Adult Fiction
- ✚ Adult Nonfiction
- ✚ Teen Fiction
- ✚ Teen Nonfiction
- ✚ Children's E Class/ Picture Books
- ✚ Children's Fiction
- ✚ Children's Nonfiction

Acoustik™ Audiobooks

- ✚ Adult Fiction
- ✚ Adult Nonfiction
- ✚ Teen
- ✚ Children's

FIRSTLOOK CUSTOM

A fee-based subscription program that delivers customized selection carts for print and digital materials, based on your library's selection criteria. Delivery of these profiled carts via Title Source 3 / Title Source 360 makes your selection process easier and more efficient. You determine the profiles and carts you need, as well as a schedule for delivery. Simply create a profile with our collection management staff and we'll do the rest.

Our collection management group — consisting of more than 20 professionals with extensive knowledge of libraries — provides information and products that will exceed your expectations.

FirstLook Custom Features:

→ **MULTIPLE SELECTION CRITERIA INCLUDING, BUT NOT LIMITED TO:**

- ✚ Subject criteria, such as Dewey and LC classification
- ✚ BISAC and genre categories
- ✚ Full-text reviews and citations
- ✚ Audience level
- ✚ Series
- ✚ Publishers
- ✚ Citation in a Baker & Taylor publication or merchandising plan
- ✚ Publication date
- ✚ Format

→ **OUTPUT DELIVERED AS TITLE SOURCE 3 / TITLE SOURCE 360 CARTS**

→ **FLEXIBLE SCHEDULING OPTIONS**

- ✚ One-time special profiles (i.e. replacement lists) available
- ✚ Weekly, semi-monthly, quarterly, contingent upon profile/material type

→ **DUPLICATION MANAGEMENT**

- ✚ Titles are checked against previous carts — view a title one time for selection efficiency and to prevent unwanted duplication
- ✚ Carts can be compared to Baker & Taylor orders to prevent duplication

From high-visibility, low-selection intensity titles, to titles required for specialized and research collections, FirstLook Custom can facilitate effective title identification, selection and ordering.

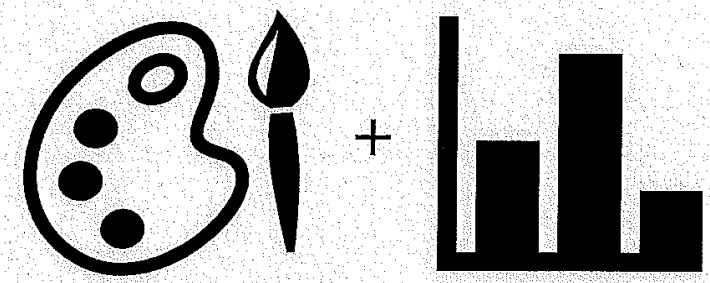
Selection Lists

Many of your foreseeable and annual collection needs are supported with the various selection lists offered in Title Source 3 / Title Source 360. Whether it's to support a current topic, major holiday, summer reading or a popular genre, you will find a selection list that includes current and forthcoming titles for all of your patrons, from children to adults.

Evidence-based Selection Planning (ESP)

When resources are tight and spending collection dollars wisely is vital, libraries need a streamlined collection development process that ensures they have the titles they need, when and where they need them.

esp
evidence-based selection planning by Baker & Taylor



ESP — Evidence-based Selection Planning — brings the *art* of Baker & Taylor's collection development expertise together with the SCIENCE of collectionHQ's data analytics, to create a decision support system integrated with Title Source 360 to equip your library with the information to select the right titles and quantities, for the right locations.

ESP Decision Support System with Title Source 360:

- Integrates with FirstLook services and collection development workflows
- Identifies the top forthcoming titles based upon past circulation by author, subject and series
- Determines the locations where copies need to be placed to satisfy patron demand
- Monitors budgets through the use of collectionHQ spending plans

BAKER & TAYLOR *the future delivered*

collectionHQ *data. insight. solutions.*

Exhibit L

Customized Library Services

BAKER & TAYLOR
the future delivered

ATTACHMENT L

CLS
customized library services by Baker & Taylor

Our Customized Library Services (CLS) division offers custom cataloging/processing services to meet Library-specific requirements. This is a blended per unit price, covering all cataloging/processing services.

We will be pleased to review Library requirements and develop a service price upon request.

CUSTOMIZED LIBRARY SERVICES

Baker & Taylor has been leading the industry in providing libraries customized technical services for over forty (40) years. We have developed a multitude of innovative services in the area of collection management, cataloging services and technical processing. Due to technological advances and the increased complexity of library operations and projects, Baker & Taylor created Customized Library Services in 1996 to consolidate our valuable resources and experience in order to address the growing demand from libraries for more customized, specialized and unique services. CLS is a separate operating unit, whose sole focus is Opening Day Collections (ODC), Collection Expansions, On-line Cataloging Solutions, Outsourcing Projects and Project Management. Customized Library Services (CLS) has operations in four Baker & Taylor locations; Commerce, GA, Momence, IL, Bridgewater, NJ, and Reno, NV and leverages Baker & Taylor's extensive fulfillment and distribution network to provide total project services. CLS has its own staff of over 300 trained professionals to perform the unique services to provide complete library solutions. We currently serve over 400 libraries on an ongoing basis and complete over 75-100 ODC/Collection enhancement projects per year.

Customized Library Services is fully capable of providing customized cataloging and processing services. The following are included services of CLS:

- CLS will provide customized adaptive and copy cataloging with CIP upgrades where needed utilizing Z39.50 protocol
- CLS will provide Project Management Support
- CLS will provide custom cataloging and processing of Ongoing Material

The basis of Customized Library Services' business relationship with any library is partnership, based on mutually agreed upon roles, responsibilities, and obligations. Flexibility and responsiveness to changing needs are fundamental requirements for ensuring a successful and mutually satisfying partnership between the Library and CLS.

PROJECT MANAGEMENT APPROACH

The formation of Baker & Taylor's Customized Library Services brought with it the development of a project-oriented approach to Ongoing Collection Development, Opening Day Collections, and Ongoing Online Cataloging and Processing. This approach allows CLS management to schedule all facets of a project or ongoing service, including resources, and provides the foundation and framework for the entire project while creating a mutual understanding of the requirements of both the Library and CLS.

The first step in the implementation of the CLS project management process is the establishment of a project team. All CLS project teams consist of a minimum of a project manager, collection development manager, an automation specialist/cataloging/processing manager, and an account coordinator. Team members are responsible for managing their assigned resources to complete the project. In turn, each team member works closely with the project manager to ensure compliance to all requirements.

The development of the project team begins upon receipt of a completed Customer Needs Assessment or formal/informal proposal request. The project team immediately becomes part of the CLS response team and helps develop an approach that will successfully complete the project and meet the library's requirements. This process ensures that all management resources are in place prior to the submission of our response. Our experience has shown that when the library sets up a project team with similar project responsibilities and scope in advance of the project or ongoing service startup, the documentation and implementation of services is more efficient, accurate, and thorough. Additionally, the library's internal project team, supported by a designated library project manager, can provide a central point of contact for all issues and information. This will help foster communication and insure that all internal library timelines and schedules are met.

Upon successful award to CLS, the project manager immediately contacts the library's project coordinator to begin developing the partnership that will carry throughout CLS service to the library or the projects' completion. At this time, the project manager contacts the library to review the next steps in the process and possible site visit dates and also requests samples of barcodes, genre labels, ownerships labels or other labels as applicable. The project manager will work with the library to schedule a series of conference calls, including the appropriate CLS and library project team members. The goals of these calls will be to establish connectivity to the library's catalog, review the cataloging and processing specifications supplied in the proposal process and further define them if needed, profile any collection development needs, and assist in the coordination of any electronic ordering/account set up. At the end of these conference calls, all CLS project team members will review their notes and provide a comprehensive requirements documentation package to the library. Upon receipt of the library's approval of the requirements package, CLS will create cataloged and processed samples.

Your project manager will deliver these samples to the library, giving the library another opportunity to confirm that CLS understands their requirements. At this time the project manager can walk the library through placing their first orders and discuss a fulfillment schedule with the library.

Ultimately, the key to successful project management is communication. Internally, CLS emphasizes and focuses on team communication for facilitation and completion of all processes and tasks. Externally, this communication is no less important. Team to team communication between the library and CLS builds a confidence and the environment that is needed for the successful completion of any project. In support of this "communications environment", the project manager is responsible for establishing regular conference calls with the library and all the CLS team members. These meetings can serve a number of purposes, such as the regular review of profiles, requirements, and project status updates. Our experience has also proven that these meetings and calls aid in the development of the relationship between CLS and the library by promoting open lines of communication at all times and by helping to resolve any issues or questions to the mutual satisfaction of the library and CLS.

A final component of project management is consulting support. All CLS project managers have significant project and delivery experience that can provide ongoing support and aide to the library. This additional knowledge base is free of charge and comes from working with seasoned project professionals. This support can be an invaluable and timely tool from collection development strategy all the way to the delivery implementation.

CATALOGING

Customized Library Services' custom cataloging is BAKER & TAYLOR'S premier service. CLS has performed on-line cataloging, editing, and maintenance for Libraries since 1989. CLS will use one of two methodologies to perform cataloging services. Our preferred method is to access the Library's ILS using the Z39.50 protocol. Customized Library Services has partnered with The Library Corporation (TLC) to create a state of the art cataloging methodology that leverages Z39.50 protocol for accessing the library's database and a resource pool of records from the Library of Congress and any Baker & Taylor created records. This technology allows our CLS catalogers to have access to the most current version of the library's cataloging records without the overhead of being directly online. Records obtained from the Library's database are saved to a library specific work file located in our secure cataloging utility. The records in the work file are used in the creation of spine labels and as a vehicle for providing item-linking information.

Optionally, CLS can catalog online using the ILS Client supplied by the Library. Using the client software, CLS catalogers will access your database and work live in your database. Added copies will be linked on-line and CLS will catalog and add new titles using the Library's cataloging utility and OCLC (through a third party agreement described below). Original cataloging (described below as well) will be performed as needed.

Once all necessary information is gathered, the CLS project team will work with the library to determine the best, most economical fit for the library.

Major Features of the CLS Preferred Cataloging Methodology (Z39.50):
Only authorized CLS catalogers have access to the library's database and work file. The cataloger will process material first by searching for a matching record in the library's database and work file simultaneously.

A successful search occurs when our cataloger matches the data elements found in the appropriate record tags. CLS considers the title, author, imprint/publisher, edition and date of publication when matching a record. During the CLS profiling, the project team will document the appropriate attributes for matching records. When a matching record is found, the appropriate item level information (examples: barcode number, list price, collection code, etc.) is keyed and the record is saved to the library's work file.

If a record is not found in the library's database or work file, the CLS Bibliographic Database is searched, followed by LC MARC and the resource databases of TLC. The CLS Bibliographic Database contains all CIP records upgraded to full MARC standards by CLS catalogers, as well as new records created by CLS original catalogers.

If the record is not found in the above resources, the Library may also choose to have CLS search OCLC on their behalf for records not found in the library's catalog. Once a record is located in OCLC it is saved to the Library's work file and the record is updated to the Library's specifications. The option of utilizing OCLC will also help to minimize the Library's need for

original cataloging. Please note that the process of using OCLC is available upon CLS' receipt of a signed third party agreement which grants permission to our catalogers to access OCLC on the library's behalf. There are no additional charges from CLS for this service. However, it should be noted that all corresponding OCLC charges will be the responsibility of the Library. On a weekly basis, an electronic file is sent to OCLC to update the library's holdings for all contributed records.

When a full matching record is found in one of the resource databases, it is upgraded to meet the library's specifications and the appropriate item tag is keyed. The record is then saved to the library's work file.

If the matching record found is not a full level record, the record is upgraded to meet LC standards and is saved to the CLS Bibliographic Database. The record is then further edited to meet the library's specifications and the appropriate item record is keyed. The record is then saved to the library's work file. The exception to a full level record would be that some AV pre-pub records are not upgraded to full MARC standards. However, these records are upgradeable to the Library's local standards. If a matching record cannot be found in the multi-database search string, a request is forwarded to an original cataloger in the CLS department. Our original catalogers will create a record according to RDA rules. LC authority files are used to validate author and subject headings. Once the record is created, it is saved into the CLS Bibliographic Review File. Once the record has been reviewed and approved, it is saved in the CLS Bibliographic Database. The library's assigned cataloger is notified and the record will be edited to meet the library's specification and appropriate item tag is keyed.

Every title sent to the library will have a full MARC record with the appropriate item tags. The records will either be new additions to the library's catalog, edited and modified to the library's standards, or existing records from the library's catalog.

When the cataloger has completed the order, laser printed label sets consisting of spine, barcode, bibliographic, and other labels as required by the library are printed. The barcode is provided in a standard format, with an eye readable number strip available. All other labels are customizable for font, pitch, boldness and italics. Options for label font include Courier, Times New Roman and Arial and pitches 12, 14, 16 and text can be left justified or centered. For thin books, we can provide one line spine labels and for Picture Books we can provide a larger font author letter spine label. The library will supply a unique barcode range, barcode prefix, and symbology information.

Call number and bibliographic information is extracted directly from the MARC record to ensure accuracy. After the labels are printed, a file of MARC records corresponding to the titles in the order is created. Released records are flagged so they cannot be selected again.

The file of records will be put on the B&T FTP server for the library to retrieve and load. The records are maintained on the Library's work file for historical reference.

PROCESSING

The CLS department has over 300 trained professionals staffed to handle the library's customized requirements. These staff members are dedicated to meeting the library's requirements and exceeding your expectations. Our commitment to excellence and doing the job right the first time is unmatched in our industry. After cataloging is complete, the processing department completes the physical processing of each item. The processors review the

processing instructions gathered at the site visit. Following these instructions, the processor attaches the spine label, barcode, and any special labels required by the library. After the application of all physical components, the library's materials move to the jacket selection area. Experienced technicians size the books so the appropriate Mylar jacket can be applied to the dust cover of the book. After the material is fully processed, it is ready for the final and most important stage in our CLS process, back audit.

RFID

CLS Shelf Ready Processing can also include the application and linking of RFID tags. Baker & Taylor's Customized Library Services has been providing RFID services for print and audiovisual material since 2001. To date, we have linked, printed and/or applied tags for over 1 million items. As the number of vendors and product offerings has grown with regard to RFID technologies, CLS too has grown in our vendor relationships and linking and application capabilities. We currently work with 3M, Checkpoint, Tech-Logic, ITG, Biblio-theca, and VTLS and we own equipment from each vendor.

As this is a developing technology with unlimited potential for library use, Baker & Taylor's Customized Library Services will continue to support the needs and requirements of our customers.

Back Audit

The back audit team is the final step in ensuring the material we ship to the library is of the highest quality and is in compliance with the library's profiled specifications. The CLS back auditors inspect each order by cross referencing the completed processing and the processing instructions gathered at the site visit. Once the library's material passes this stage, the order is ready to be staged for delivery to the library.

Pender County
Approval of Budget Amendment and Purchase Order for pass-through One NC Fund Grant to Polyhose for $75,000

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	August 16, 2021
SUBJECT:	Approval of Budget Amendment and Purchase Order for pass-through One NC Fund Grant to Polyhose for $75,000

SUMMARY:
On August 2nd, 2021, the Board of County Commissioners approved a grant agreement for One NC Fund Grant in the amount of $75,000 to Polyhose. These grant funds are passed through the County to Polyhose. This budget amendment will establish line item budget for the revenues and the expenses, both in the amount of $75,000. Please see attached for executed grant agreement and budget amendment.

ACTION REQUESTED:
Please consider approval of the budget amendment attached as presented to establish budget for One NC Fund grant award pass-through in the amount of $75,000, and related purchase order.

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NORTH CAROLINA
DEPARTMENT of
COMMERCE

Roy Cooper
GOVERNOR

Machelle Sanders
SECRETARY

July 15, 2021

Chad McEwen
Manager
Pender County
805 S. Walker Street
Burgaw, NC 28425

SUBJECT: One NC Fund Grant – Project No. 2018-23033
Local Government Grant Agreement & Company Performance Agreement
County of Pender/Polyhose Incorporated

Dear Mr. McEwen:

A copy of the Terms of the One NC Grant, the Local Government Grant Agreement and Company Performance Agreement for the above project are enclosed. The Local Government Grant Agreement and Company Performance Agreement need to be executed by the County Manager or Commissioner. Return by email one of each signed to my attention. Keep a set for your file.

When I receive the executed agreements, copies will be sent to the company. Please note: before funds can be disbursed, all requirements as stated in the Company Performance Agreement must be met.

A copy of the Local Government Disbursement Certification form (Exhibit A) is enclosed. It will need to be completed and returned to me when requesting a disbursement.

The grant is subject to the requirement that the local government provide the Department of Commerce a copy of the agreement listing the company governing the local incentive for the project. **Please submit, along with your executed Company Performance Agreement and Local Government Grant Agreement, a copy of your Local Government Incentive Agreement with Polyhose Incorporated and agreements regarding any other North Carolina incentive given.**

Should you have questions regarding the grant funding process please call me at 919-814-4615 or email kstagg@nccommerce.com. E-Mail the agreements back when completed. Thank you.

Sincerely,
DocuSigned by:
Kenny Stagg
Kenny Stagg
B5CC7F2R8A3D45A...

Enclosures

State of North Carolina | Department of Commerce
301 North Wilmington Street | 4301 Mail Service Center | Raleigh, NC 27699-4301
919 814 4600 T

Terms of One NC Grant

Local Government: County of Pender
Project Company: Polyhose Incorporated
Grant Amount: $75,000

Guarantor	Polyhose India Private Ltd
Related Member Party/Parties	Supreme Ventures Inc.
Project Description	Manufacturing industrial hoses.
Facility Location	Pender Commerce Park; Burgaw, NC
Grant Period	5 years beginning November 26, 2019
Grant End Date	November 26, 2024
Target New Jobs (goal)	51
Target New Investment (goal)	$7,900,000
Required New Jobs (required for full grant)	46
Required New Investment (required for full grant)	$7,110,000
Average weekly wage for all full-time jobs (Wage Standard)	$627
Retained Jobs, if any	NA
Closeout	The earlier of when performance is complete, or the Grant End Date

Other Requirements

- Health insurance for all fulltime jobs
- Use grant proceeds for installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings, or for new or proposed buildings to be used for manufacturing and industrial operations
- Must provide verification that Project has received all environmental permits
- The grant is subject to the requirement that the Local Government deliver to the Department of Commerce a copy of the agreement with the Company governing the local incentives to be provided for the project.

- By no later than February 1 following the end of each year during the later of the end of the Grant Performance Period or the date on which the Local Government provides the final funds that would bring the local matching contribution to the level provided by the grant, the Company will submit a report to the DOC in the form of Exhibit B, documenting the Local Government contribution of eligible matching funds, through the just completed calendar year, and a copy of the Company's fourth calendar quarter performance, ending December 31. In addition, during the grant period, the Company shall provide a statement indicating whether the Company expects to have completed Performance Criteria sufficient to request a disbursement during the upcoming state fiscal year (July 1 through June 30).

Disbursement of Grant

4 installments equal to 25% of grant each, on demonstration of creation of:

- 25% of Target New Jobs;
- 50% of Target New Jobs
- 75% of Target New Jobs
- Required New Jobs and Required Investment

and evidence of making Statutorily Qualifying Expenditures, Environmental Permits, and Retained Jobs (if required, as set forth above).

Obligation to Repay Grant

- Failure to provide required health insurance
- Failure to achieve Wage Standard
- Ceasing project operations
- Failure to maintain jobs for the requisite time beyond Closeout (1-2 years depending on Closeout timing)

Adjustments to Grant at Closeout

- If Closeout occurs on the date five years from the date of the Grant award and the Company has failed to:

    - Create and retain Required New Jobs, or
    - Make statutorily qualifying expenses equal to 100% of the grant, or
    - Make the Required Investment

  the amount of the grant will be reduced on a pro rata basis to reflect the percentage by which the Company failed to meet its performance goals.

  To the extent the amount of the reduced grant is *less* than the amount that has been previously disbursed, the Company must reimburse DOC for the difference.

Obligations beyond Closeout

- If Closeout occurs more than one year prior to the Grant End Date, the Company must maintain **at least 90%** of the New Jobs in place at Closeout for **two years** after the date of Closeout.

- If Closeout occurs less than one year prior to the Grant End Date, the Company must maintain **at least 90%** of the New Jobs in place at Closeout until the date that is the one-year anniversary of the Grant End Date.

- If the Company fails to maintain **at least 90%** of the number of New Jobs in place at Closeout for **the required time period**, the Company must reimburse DOC the entire amount of the Grant.

Statute and Guidelines Governing Grant

- N.C. Gen. Stat. 143B-437.70 *et seq.*
- Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund.

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LOCAL GOVERNMENT GRANT AGREEMENT

THE ONE NORTH CAROLINA FUND

Local Government Name: County of Pender	**Grant No. 2018-23033**
Project Name: Polyhose Incorporated	

STATE OF NORTH CAROLINA

GRANT AGREEMENT

COUNTY OF WAKE

This Local Government Grant Agreement (the "**LGGA**") is effective the 26th day of November 2019 (the "**Effective Date**") by and between the **County of Pender, North Carolina** (hereinafter referred to as the "**Local Government**"), and the **North Carolina Department of Commerce** (hereinafter referred to as "**DOC**");

WITNESSETH:

WHEREAS; the Local Government desires to stimulate and develop the local economy of its region, alleviate the problems of unemployment and underemployment by creating and/or retaining jobs for its citizens, and develop its local tax base; and

WHEREAS; the General Assembly has created the One North Carolina Fund (the "**Program**") to make funding available within North Carolina "to secure commitments for the recruitment, expansion or retention of new or existing businesses"; and

WHEREAS; the General Assembly has authorized Program funds to be used for installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings; and construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for new or proposed buildings to be used for manufacturing and industrial operations; and

WHEREAS; the Local Government has applied for funds in connection with activity to be undertaken by Polyhose Incorporated (the "**Company**"), a business that has competitively chosen to locate or expand operations for the following project (the "**Project**") in North Carolina:

A plant (the "**Facility**") at which the Company will manufacture industrial hoses to be located in the Pender Commerce Park in the Town of Burgaw in Pender County, North Carolina.

WHEREAS; the Local Government has committed to provide matching funds and resources for the Project equal to at least the amount set forth in N.C. Gen. Stat. § 143B-437.72(c)(1) (the "**Match**"); and

WHEREAS; the Local Government's application (the "**Local Government Application**") has been approved by DOC for funding, based on the Local Government's commitments, and the commitments made by the Company in its Program application (the "**Company Application**"); and

WHEREAS, the Company has executed an agreement (the "**Company Performance Agreement**" or "**CPA**") with the Local Government reflecting the Company's commitments to expand, create and/or retain jobs and to take other actions that will support North Carolina's economic development, and the terms on which funds will be made available for such activity from the Program.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below, the Local Government and DOC hereby agree as follows:

I. DOC COMMITMENTS AND GRANT CONDITIONS

(a) DOC agrees to provide Program fund in the maximum amount of Seventy-Five Thousand Dollars ($75,000.00) for the Project (the "**Grant**"), in accordance with the terms of this LGGA and the CPA.

(b) Grant payments disbursed under this LGGA will be disbursed to the Local Government pursuant to N.C. Gen. Stat. § 143B-437.70 *et seq.*, the terms of the Program Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund, established pursuant to N.C. Gen. Stat. § 143B-437.73 and in effect as of the effective date of this LGGA (the "**Program Guidelines**"), consistent with the terms and schedule established in the CPA.

(c) Grant disbursements are conditioned upon the execution of the CPA between the Local Government and the Company, and any other required parties thereto, in a form acceptable to DOC. In addition to the Company and the Local Government, the following are required parties to the CPA: Polyhose India Private Ltd (the "**Guarantor**") Supreme Ventures Inc. ("**Related Member Parties**").

(d) To receive a Grant disbursement, the Local Government must provide or cause to be provided to DOC a properly executed CPA, proof that the Company has performed its obligations under the CPA, proof that the Local Government has met its obligation to provide the Match, a duly executed completed disbursement request and certification in the form of Exhibit A hereof (the "**Local Government Disbursement Request**"), and a duly executed completed Company's disbursement request and certification in the form of Exhibit A to the CPA (the "**Company Disbursement Request**").

II. LOCAL GOVERNMENT'S COMMITMENTS

(a) The Local Government agrees to perform the Program and to abide by all commitments, terms and representations in the Local Government Application.

(b) The Local Government agrees to provide the Match in a manner consistent with N.C. Gen. Stat. § 143B-437.72(c)(1), the Program Guidelines and Procedures, and the Local Government Application. The Local Government will provide to the DOC a copy of the duly executed agreement between the Local Government (or other local entity) and the Company governing the local incentives that will be provided to the Company for the Project (the "**Local Incentive Agreement**"), at the time the Local Government returns the executed LGGA. The Company will be ineligible for a Grant disbursement until the Local Incentive Agreement is provided to the DOC. The Local Government will report to the DOC the amount of each incentive payment that is provided to the Company under the Local Incentive Agreement, within thirty (30) days of the date on which it is provided, whether or not the CPA remains in effect.

(c) The Local Government agrees to take all steps reasonably necessary to ensure and to establish to DOC that the required levels of jobs are created and/or retained, the required salary levels are achieved, the required levels of investments are made, statutorily qualifying expenses are incurred, any required environmental permits are obtained and any other required performance criteria are satisfied and that no Grant funds are disbursed until the performance criteria in the CPA have been met.

(d) The Local Government agrees to take whatever steps may be reasonably necessary to ensure and to establish to DOC that Grant funds disbursed by the Local Government are used only for purposes allowed under the statutory authority creating the Program.

(e) The Local Government agrees to take whatever steps may reasonably be required, after consultation with the Secretary of DOC (the "Secretary") and not inconsistent with the Secretary's authority under the CPA, to recapture all disbursed funds for which the Local Government and DOC have a right to be reimbursed.

(f) The Local Government acknowledges that DOC has a right to recapture funds under the CPA and that such right does not relieve the Local Government of its own responsibility to recapture funds.

(g) The Local Government agrees to otherwise reimburse DOC for any funds improperly disbursed, provided, however, that Local Government is under no obligation to reimburse DOC for any improperly disbursed funds that were disbursed with DOC's prior permission.

(h) The Local Government agrees to keep and maintain books, records, and other documents relating to the receipt and disbursement of the Grant and the fulfillment of this LGGA. The Local Government shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly. If the Local Government fails to keep and maintain books and records necessary for verifying fulfillment of this LGGA, the Secretary may in his discretion declare this LGGA to be in default, withhold payments for or under this LGGA, and/or require reimbursement of all or any portion of Grant funds previously paid. Prior to taking such action, the Secretary will endeavor to communicate with the Local Government and the Company to discuss the circumstances and the actions being contemplated.

(i) The Local Government agrees to provide any duly authorized representative of DOC or the State of North Carolina at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the Grant for a period of three years following the last payment of Grant funds or for the inspection period specified in the CPA, whichever is longer. To the extent any information or documents gathered pursuant to this section would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (to include, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the "Public Records Act"), the Local Government shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by DOC and its authorized representatives. If the Local Government fails to provide such access and right of inspection, the Secretary may exercise discretion to declare this LGGA in default, to withhold payments under this LGGA and/or require reimbursement of all or any portion of the Grant paid.

(j) The Local Government shall comply with all lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina, and any other applicable laws and/or Executive Orders currently or hereafter in force.

(k) In the event that the Company, Related Member Party or Guarantor fail to fulfill their responsibilities under the Company Application and/or CPA, including their responsibilities to create and/or retain jobs, make investments, and incur statutorily qualifying expenses, the Local Government, after consultation with the Secretary and not inconsistent with the Secretary's authority under the CPA, shall promptly exercise its rights and remedies to require repayment of funds, or to assess such other penalties as may be provided for in the CPA.

(l) In addition, in the event that the Company, Related Member Party or Guarantor fail to fulfill their responsibilities under the Company Application and/or CPA, including their responsibilities to create and/or retain jobs, make investments, and incur statutorily qualifying expenses, and the Local Government recaptures funds from the Company or Guarantor, the Local Government shall promptly pay to DOC the Grant amounts which it is able to collect.

III. GENERAL PROVISIONS

(a) The parties to this LGGA agree and understand that the payment of all sums specified in this LGGA is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds to DOC for this purpose.

(b) Failure of DOC at any time to require performance of any term or provision of this LGGA shall in no manner affect the rights of DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of DOC of any condition or the breach of any term, provision or representation contained in this LGGA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

(c) The recitals are an integral part of this LGGA.

(d) This LGGA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The parties agree and submit, solely for matters concerning this LGGA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this LGGA, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.

(e) **This Grant award shall terminate and be null and void on September 17, 2021, if by that date the Local Government has not delivered back to the DOC, this LGGA and CPA, duly executed by an authorized official of the Local Government and attested in the manner provided below, together with a copy of the Local Incentive Agreement.**

Upon execution of this LGGA by DOC and the Local Government in the spaces below, the Local Government hereby accepts the Grant on the terms of this LGGA, effective on the date indicated above, and further certifies that the official signing below has been duly authorized by the Local Government's governing body to execute this LGGA.

North Carolina Department of Commerce

Date: July 14, 2021

By: DocuSigned by: Marqueta Welton
For: Machelle Sanders, Secretary
North Carolina Department of Commerce

Signature Page Follows

County of Pender
(Local Government)

By: _____

Name: GEORGE R. BROWN

Title: CHAIRMAN

Authorized Official PENDER COUNTY BOARD OF COMMISSIONERS

Date: 8/2/2021

Date: 8/2/2021

(Official Seal)

ATTEST: _____, Clerk

NANCY AVERY

COMPANY PERFORMANCE AGREEMENT

THE ONE NORTH CAROLINA FUND

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This Company Performance Agreement (the "**CPA**") is effective the 26th day of November 2019 (the "**Effective Date**"), by, between, and among Polyhose Incorporated a New Jersey Corporation authorized to do business in North Carolina (the "**Company**"), Supreme Ventures Inc., a North Carolina Corporation authorized to do business (the "**Related Member Party**"), Polyhose India Private Ltd an Indian Company (the "**Guarantor,**"), who, together with the Company shall be jointly and severally liable for the obligations under this CPA, and the County of Pender, North Carolina (the "**Local Government,**" and together with the Company, the Related Member Party, and the Guarantor, the "**Parties**"). The Company, the Related Member Party and the Guarantor are hereinafter collectively referred to as the "**Company Parties,**" and each a "**Company Party**").

WITNESSETH:

WHEREAS, the Local Government has applied for a One North Carolina Fund grant from the North Carolina Department of Commerce (the "**DOC**"); and

WHEREAS, a One North Carolina Fund grant award in the amount of Seventy Five Thousand Dollars ($75,000) (the "**Grant**") has been negotiated and agreed to by DOC and the Parties; and

WHEREAS, the Grant has been approved by DOC for disbursement to the Local Government pursuant to the terms of the One North Carolina Fund Local Government Grant Agreement between the Local Government and the DOC (the "**LGGA**"); and

WHEREAS, the Grant is to be used by the Company toward the goal of creating fifty one (51) new jobs (the "**Target New Jobs**") which shall be permanent full-time jobs (each, a "**New Job**") and Seven Million Nine Hundred Thousand Dollars ($7,900,000) (the "**Target Investment**") in new investment in the State of North Carolina; and

WHEREAS, the Related Member Party will be responsible for some of the performance required by this CPA and the benefits thereof are defined solely between the Company and the Related Member Party; and

WHEREAS, the Company Parties have represented that the Grant is necessary to enable the investment and job creation by the Company and Related Member Party to occur and go forward in North Carolina; and

WHEREAS, the Grant will stimulate economic activity and create new jobs for the citizens of North Carolina; and

WHEREAS, the Grant is issued pursuant to and subject to the terms of N.C. Gen. Stat. § 143B-437.70 *et seq.* and the Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund (the **"Program Guidelines"**); and

WHEREAS, the Guarantor has agreed to guarantee the performance and obligations of the Company and Related Member Party hereunder, and its guaranty is made for the benefit of the DOC and the Local Government and to induce the DOC and the Local Government to enter into this CPA, in consideration of the benefits provided to the Company and to the Guarantor by virtue of its ownership interests;

WHEREAS, pursuant to, inter alia, N.C. Gen. Stat. § 143B-437.07 and G.S. 143B-437.72(b), as these statutes may be amended from time to time, the DOC is required to submit regular reports to the North Carolina General Assembly regarding operation of the One North Carolina Fund and the performance and funding requirements for each One North Carolina Fund grant awarded;

NOW, THEREFORE, in consideration of the representations set forth above and the mutual covenants and promises set forth below, the Company, the Related Member Party, the Guarantor, and the Local Government hereby agree as follows:

1.0 PERFORMANCE CRITERIA

In order to be eligible for the full amount of the Grant, the Company must fulfill the following requirements:

1.1 The Company and the Related Member Party shall undertake and operate in a timely manner the following project at the following location (the **"Project"**):

A plant (the **"Facility"**) at which the Company will manufacture industrial hoses to be located in the Pender Commerce Park in the Town of Burgaw in Pender County, North Carolina.

Required Performance Criteria such as job creation and investment may be performed by either or both of the Company and Related Member Party, which both agree to be bound by the obligations set forth herein, in respect thereof, provided however, that all grant payments shall be made to the Company only, as the sole entity eligible to receive grant payments.

1.2 The Company and Related Member Party shall maintain their current operations at their facilities in North Carolina.

1.3 The Company, together with the Related Member Party, if applicable, shall make good faith efforts to create and maintain the Target New Jobs as part of the project, as described in the Company's application to DOC (the **"Company Application"**). The New Jobs must be filled by employees hired for the project on or after the Effective Date, who work for at least thirty-five

(35) hours per week, and whose wages are subject to withholding under Article 4A of Chapter 105 of the General Statute. Independent contractors, consultants, seasonal and temporary employees are not to be included as New Jobs. In order to be eligible for the full amount of the grant, the Company must create Forty-Six (46) New Jobs (the **"Required New Jobs"**) (90% of the Target New Jobs) by November 26, 2024 (the **"Grant End Date,"** which shall be five years from the date on which the Grant was formally awarded) (the period between November 26, 2019 and November 26, 2024, the **"Grant Period"**).

The New Jobs will be new jobs and cannot be existing North Carolina positions or employees of any of the Company Parties or any of their related members or affiliates that are transferred or shifted such that a previously existing North Carolina job, or a North Carolina job that was not previously part of the Project, is counted towards performance under this CPA.

1.4 The average weekly wage of the group of all permanent full-time jobs at the Facility, including the New Jobs, will equal or exceed Six Hundred Twenty-Seven Dollars ($627) per week (the **"Wage Standard"**).

1.5 The Company and Related Member Party, as applicable, shall provide health insurance for all permanent full-time employees at the Facility, including the New Jobs, in at least the minimum amount required for eligibility in N.C. Gen. Stat. § 105-129.83(d).

1.6 The Company, together with the Related Member Party, if applicable, shall make good faith efforts to make the Target Investment in the form of privately funded investment in real property and/or machinery and equipment as part of the Project, and must invest at least Seven Million One Hundred Ten Thousand Dollars ($7,110,000) by the Grant End Date (the **"Required Investment"**) (90% of the Target Investment).

1.7 The proceeds of the Grant may be used only to offset statutorily qualifying expenses as set out in N.C. Gen. Stat. § 143B-437.71(b) (**"Statutorily Qualifying Expenses"**). Those expenses are installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings; or for new or proposed buildings to be used for manufacturing and industrial operations; or such other expenses as specifically provided for by an act of the General Assembly.

1.8 Release of any Grant funds under this CPA is contingent on the Company providing verification that the Project has received all of its required environmental permits.

2.0 DISBURSEMENT OF GRANT

2.1 Proceeds of the Grant up to a total amount of Seventy-Five Thousand Dollars ($75,000) will be disbursed by DOC to the Local Government in four installments based on creation and maintenance of the New Jobs and satisfaction of other performance criteria set out in Section 1.0 above (**"Performance Criteria"**). The number of New Jobs to be counted shall be determined as provided in Paragraph 6.1 hereof. At the time of any requested disbursement, the Company and as

applicable, the Related Member Party, must certify their performance by submitting a duly executed disbursement request and certification in the form of Exhibit A hereto (the **"Company Disbursement Request"**), and the Local Government must submit a duly executed disbursement request and certification in the form of Exhibit A to the LGGA (the **"Local Government Disbursement Request"**). Disbursement will occur on the following schedule and will be subject to any adjustments required by this CPA:

a. The first twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company and Related Member Party, if applicable, have together (i) created and retained not less than twenty-five percent (25%) of the Target New Jobs (i.e., 13 New Jobs), (ii) satisfied the Wage Standard and health insurance requirements, (iii) invested not less than twenty-five percent (25%) in Statutorily Qualifying Expenses, and (iv) obtained all required environmental permits.

b. The second twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company and Related Member Party, if applicable, have together (i) created and retained not less than fifty percent (50%) of the Target New Jobs (i.e., 26 New Jobs), (ii) satisfied the Wage Standard and health insurance requirements and (iii) invested not less than fifty percent (50%) in Statutorily Qualifying Expenses.

c. The third twenty-five percent (25%) of the funds will be disbursed to the Local Government upon proof that the Company and Related Member Party, if applicable, have together (i) created and retained not less than seventy-five percent (75%) of the Target New Jobs (i.e., 38 New Jobs), (ii) satisfied the Wage Standard and health insurance requirements and (iii) invested not less than seventy-five percent (75%) in Statutorily Qualifying Expenses.

d. The final twenty-five percent (25%) of the funds will be disbursed to the Local Government upon proof that the Company and Related Member Party, if applicable, have together (i) created and retained the Required New Jobs, (ii) satisfied the Wage Standard and health insurance requirements, (iii) made the Required Investment in Statutorily Qualifying Expenses.

The Local Government will submit or cause to be submitted to DOC each Company Disbursement Request and Local Government Disbursement Request, upon proof of the creation of the required number of New Jobs and the satisfaction of all other Performance Criteria necessary for disbursement. Following receipt of grant funds from DOC, the Local Government will disburse funds to the Company.

The Company may qualify for disbursement of multiple installments on a single date.

2.2 DOC will close out the Grant on the first to occur of

(i) The date as of which DOC shall have received and accepted proof reasonably satisfactory to it that the Project has been completed and the Performance Criteria satisfied.

(ii) The Grant End Date.

("Closeout").

Following Closeout, to the extent any grant proceeds may be due and upon submission of a duly completed Company Disbursement Request and Local Government Disbursement Request, a final grant payment will be disbursed. A request for final payment, if not made previously, must be made to DOC within thirty (30) days following the Grant End Date, provided, however, that if the Company has completed performance and become entitled to a final disbursement of funds under Paragraph 2.1d of this CPA, during any time earlier in the Grant Period, the Company must submit a completed Company Disbursement Request and Local Government Disbursement Request within one year from the date of completed performance (but in no event later than thirty (30) days following the Grant End Date) or forfeit the disbursement.

3.0 OBLIGATION TO REPAY GRANT

3.1 **Failure to Provide Health Insurance**. If, at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the Company or Related Member Party fail to provide health insurance to all permanent full-time employees at the Facility in the amount required for eligibility in N.C. Gen. Stat. § 105-129.83(d), the Company will be in default under this CPA and the Company and/or Guarantor will reimburse DOC the total amount of the grant previously disbursed in accordance with this CPA.

3.2 **Ceasing Project Operations**. If at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the Company and Related Member Party substantially cease operations at the Facility, the Company and/or Guarantor shall immediately repay all grant funds previously disbursed in accordance with this CPA.

3.3 **Failure to Achieve Wage Standard**. If at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the average weekly wage of the group of all permanent full-time jobs at the facility fails to equal or exceed the Wage Standard, the Company will be in default under this CPA, no further disbursement will be made, and the Company and/or Guarantor will reimburse DOC the total amount of the grant previously disbursed in accordance with this CPA.

3.4 **Reserved.**

3.5 **Other Failures to Comply**. The Company may be required to reimburse grant funds previously disbursed for failure to comply with Paragraphs 6.4 and 6.16 hereof, or as provided in Paragraphs 4.1 and 5.3 hereof.

3.6 **Recovery of Costs**. If the Company and/or Guarantor fail to reimburse any amount payable hereunder, on demand, the Local Government and DOC may recover the costs of collection to obtain recovery, from the Company and/or Guarantor, including reasonable attorneys' fees.

4.0 ADJUSTMENTS TO GRANT AT CLOSEOUT

4.1 If Closeout occurs on the Grant End Date and the Company, together with the Related Member Party, if applicable, has failed to create and retain the Required New Jobs, has failed to make the Required Investment, or has failed to invest an amount equal to 100% of the Grant in Statutorily Qualifying Expenses, the amount of the grant shall be reduced to the smallest of the following amounts (the "**Adjusted Grant**"):

a. The amount obtained by multiplying the grant by a fraction the denominator of which is the Required New Jobs and the numerator of which is the number of New Jobs actually created and retained as of that date, as expressed in the following formula:

$$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{New Jobs Actually Created and Retained}}{\text{Required New Jobs}}$$

b. The amount obtained by multiplying the grant by a fraction the denominator of which is the Required Investment and the numerator of which is the investment actually made as of that date, as expressed in the following formula:

$$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{Investment Actually Made}}{\text{Required Investment}}$$

c. The amount the Company has spent on Statutorily Qualifying Expenses

4.2 To the extent the amount of the Adjusted Grant is less than the amount that has been previously disbursed to the Company, the Company shall reimburse DOC for the difference between the Adjusted Grant and the amount previously disbursed.

5.0 OBLIGATIONS BEYOND CLOSEOUT

5.1 If Closeout occurs on or before the date that is exactly one year prior to the Grant End Date, the Company will maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout for two (2) years after the date of Closeout.

5.2 If Closeout occurs after the date that is exactly one year prior to the Grant End Date, the Company will maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout until the date that is the one-year anniversary following the Grant End Date.

5.3 If the Company fails to maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout for the required time period following Closeout, as specified in Paragraphs 5.1 and 5.2

hereof, the Company will be in default under this CPA and shall reimburse to DOC the total amount of the grant funds previously disbursed in accordance with this CPA.

6.0 ADDITIONAL PROVISIONS

6.1 The Company Parties shall provide to DOC and the Local Government all documentation deemed necessary by DOC or the Local Government to verify creation and retention of New Jobs, salary levels, health insurance, investments, Statutorily Qualifying Expenses, environmental permits and other Performance Criteria specified in this CPA, including copies of the N.C. Department of Commerce Division of Employment Security Employer's Quarterly Tax and Wage Report ("NCUI 101"), a list of all positions used in accounting for the Grant and the names of the individuals filling those positions. The threshold numbers of New Jobs created for the Company to be eligible for disbursements under Paragraph 2.1 hereof, shall be measured by adding the three figures that represent the average number of New Jobs (calculated after deducting the any jobs that do not qualify as New Jobs) that have been created during the Grant Period and have been retained during each of the three months of the quarter reported in the Company's and/or Related Member Party's NCUI 101s, and dividing that sum by three, or in such other manner determined by the DOC to reasonably reflect New Job creation. **The Company and Related Member Party shall not include in such count, any temporary, seasonal, contract, or part-time employees, employees that were hired prior to the Effective Date, or employees that were hired from any affiliate of a Company Party in North Carolina, even if those employees are included in the NCUI 101s. The Company and Related Member Party shall each certify how many of the employees listed on their respective NCUI 101s, in each month qualify under the definition of New Jobs, and the Guarantor shall all certify the foregoing. For verification of Required Investment, the Company shall provide a fixed asset report and any other documentation requested by DOC. The Company's and Related Member Party's compliance with the job creation and/or retention, investment, Statutorily Qualifying Expense, environmental permit and other Performance Criteria set out in this CPA shall be attested to under oath by an officer of each of the Company Parties.**

6.2 By not later than February 1 of each year during the Grant Period (and with respect to Paragraph 6.2A, through the later of February 1 following the date established pursuant to Paragraph 5 hereof or the date on which the Local Government provides the final funds that would bring the local matching contribution to the level provided by the grant), the Company must submit the following to the DOC, in the form of Exhibit B hereto:

A. a copy of the Company's fourth calendar quarter performance (ending December 31) NCUI 101for the previous calendar year, containing all information required by Exhibit B (N.C. Gen.Stat. §143B-437.07).

B. a statement indicating whether the Company expects to have completed Performance Criteria sufficient to request a disbursement during the upcoming state fiscal year (July 1 through June 30). Failure to identify the expected performance over the coming fiscal year may result in ineligibility for a disbursement during that period, or may limit the amount of disbursement

available to the Company during the upcoming fiscal year. (N.C. Gen. Stat. §143B-437.72(b)(6b)).

6.3 If unforeseen calamity, an Act of God, or financial disaster is the cause of the Company's failure to satisfy or perform its obligations under this CPA, the Company and the Local Government may request an extraordinary modification of this CPA from the Secretary of DOC (the "**Secretary**"). The Parties agree that any decision to allow such modification shall be at the sole discretion of the Secretary, that such modifications are rarely, if ever, granted, and that the Secretary's decision regarding any extraordinary modification shall be final and not subject to review or appeal.

6.4 Each Company Party shall keep and maintain books, records, and other documents relating to the receipt and disbursement of the Grant and fulfillment of this CPA, including, but not limited to, records to verify employment, salaries, health insurance, investment amounts, Statutorily Qualifying Expenses and environmental permits. Subject to any applicable federal or North Carolina laws or regulations respecting employee privacy, each Company Party agrees that any duly authorized representative of the Local Government, and the State of North Carolina, including the DOC, the Office of the North Carolina State Auditor, and the Office of State Budget and Management, shall, at all reasonable times and on reasonable notice, have access to and the right to inspect, copy, audit, and examine all of the relevant books, records, and other documents relating to the grant and the fulfillment of this CPA throughout the Grant Period and for a period of six years thereafter.

If any Company Party fails to keep and maintain books and records necessary for verifying fulfillment of this CPA, including, but not limited to, adequate records for the verification of employment, salaries, investment amounts, Statutorily Qualifying Expenses and environmental permits, or if any Company Party fails to provide access and right of inspection sufficient to verify compliance with this CPA, the Local Government or the Secretary, as applicable, may in its or his discretion declare this CPA to be in default, withhold payments for or under this CPA or the LGGA and/or require reimbursement of all or any portion of the grant previously paid.

The Company Parties shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly.

6.5 To the extent any information or documents gathered by or provided to the Local Government or the DOC would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (including, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the **Public Records Act**, the applicable Company Party shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by the Local Government and DOC and their authorized representatives.

Each Company Party has read and understands North Carolina's laws regarding the treatment of public records and confidential information, including without limitation, those provisions set forth in Exhibit C.

The Company Parties shall be responsible for any and all costs, expenses, fees, or losses that they or the Local Government or DOC or any other State entity may incur as a result of responding to or resisting any request, subpoena, legal complaint, court order, or other demand seeking to compel such party to release or disclose records, documents, or information pertaining to a Company Party, to the extent that the Company Party notified the State entity that it objects to such disclosure or release and the State defends against such release; and the Company Parties shall indemnify the Local Government, DOC, and State entities and their authorized representatives for all costs associated therewith, provided that, no such indemnified party shall be obligated to take any such action.

6.6 Notwithstanding anything herein to the contrary, the Parties acknowledge the due execution of the LGGA and agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and the LGGA shall be resolved in favor of the LGGA. The Parties further agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and any program documentation for this Grant other than the LGGA shall be resolved in favor of this CPA.

6.7 The Company Parties acknowledge that none of the North Carolina operations owned by a Company Party or related entities shall be curtailed as a result of the Project.

6.8 The Company Parties shall perform and abide by all commitments they made in the Company Application, except as otherwise expressly stated herein. The Company Parties affirm their commitments made in the Company Application and the commitments contained therein are incorporated herein by reference, as if set out in full. The Parties agree that any conflict between the provisions of this CPA and any commitments made in the Company Application to the DOC shall be resolved in favor of this CPA.

6.9 The Company Parties indemnify and hold harmless the Local Government, DOC and State entities and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties arising out of or any act or omission of the Company Parties in connection with the performance of this CPA and for all losses arising from implementation of this CPA. Without limiting the generality of the foregoing, the Company Parties release the Indemnified Parties from, and agree that such Indemnified Parties are not liable for, and agree to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties, and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with or on or about the facility, or resulting from any defect in the fixtures, machinery, equipment, or other property used in connection with the project or arising out of, pertaining to, or having any connection with, the project or the financing thereof (whether or not arising out of acts, omissions, or negligence of the Company Parties or any of their agents, contractors, servants, employees, licensees, lessees, or assignees). Each Indemnified Party is an express, third party beneficiary of the Company Party's obligations under this Paragraph.

6.10 The representations made by the Company Parties in the Company Application or as part of the application process are incorporated herein by reference and deemed by the Parties to be material

to this CPA. The Company Parties affirm these representations. The Parties agree that any conflict between any representations contained in this CPA and those representations contained in the Company Application or made as part of the One North Carolina Fund application process shall be resolved in favor of this CPA.

6.11 The recitals are an integral part of this CPA.

6.12 If a Company Party has an overdue tax debt owing to the State of North Carolina, as defined in N.C. Gen. Stat. § 105-243.1, no payments will be made under this CPA or the LGGA until that tax debt has been satisfied. If an overdue tax debt goes unsatisfied for more than one year, this CPA may be declared in default and terminated at the direction of DOC.

6.13 The Local Government's obligation to make disbursements to the Company under this CPA is contingent upon the Local Government's receipt under the LGGA of the necessary disbursements from DOC, which are, in turn, contingent on appropriation, allocation and availability of funds for the grant to DOC.

6.14 This CPA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The Parties agree and submit, solely for matters concerning this CPA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this CPA, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.

6.15 The Parties agree that the DOC is a third-party beneficiary of this CPA and the DOC may, at its option, enforce the terms of this CPA or appear as a party in any litigation concerning it or the grant.

6.16 The Company Parties shall comply with all applicable federal, state, and local laws and regulations. If the Company Parties fail to comply with any law or regulation applicable to them, the Secretary of DOC may, in his sole discretion, terminate the grant and declare that no future grant disbursement shall be due and payable and/or require the Company and Guarantor to reimburse DOC all or part of any grant funds previously disbursed following the date of any such violation. The Secretary may determine, in his sole discretion, that where the Company or Guarantor is under investigation for an act involving violation of federal, state, local law or regulation, including an unresolved environmental violation, grant funds be withheld until such time as a determination of culpability or liability is made, and, if the Company Party is determined to be in violation, the grant may be terminated and the Company and/or Guarantor may be required to reimburse the DOC for all or part of any grant funds previously disbursed. If such investigation is not concluded within two (2) years of the Grant End Date, the DOC may terminate the grant.

6.17 Failure of the Local Government or DOC at any time to require performance of any term or provision of this CPA shall in no manner affect the rights of the Local Government or DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Local Government or DOC of any condition or the breach of any term, provision or representation contained in this CPA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

6.18 The Company and Related Member Party are encouraged to utilize the services of North Carolina small businesses and minority, female, and disabled contractors, to offer positions in connection with the project to North Carolina residents, and to use the North Carolina state ports when reasonable and commercially practicable.

6.19 In addition to any rights and remedies provided to the Local Government and DOC by law, DOC has the right, without prior notice to Company Parties, any such notice being expressly waived by Company Parties to the extent permitted by applicable law, upon the occurrence of any event herein which would result in the Company's and Guarantor's obligation to repay some or all of grant monies disbursed hereunder (including without limitation Section 3, 4 and 5 hereof), to set-off and apply against any amounts due hereunder, any amount owing from DOC or the State to the Company Parties.

6.20 **This Grant award shall terminate and be null and void on July 15, 2021 if by that date the Company has not delivered back to the DOC, two originals of this Agreement, duly executed by authorized officers of each Company Party, and attested in the manner provided below. This Grant is also subject to the requirement that the Local Government deliver to the DOC, one original each of the LGGA and this CPA, duly executed by an authorized official of the Local Government, within sixty (60) calendar days following the date on which the DOC sends the LGGA and CPA to the Local Government, together with a copy of the agreement with the Company governing the local incentives to be provided for the Project.**

7.0 GUARANTY

7.1 The Guarantor represents and warrants, as of the date hereof, and as of the date of any disbursement of Grant funds, that (a) each Company Party is duly organized, validly existing and in good standing under the laws of the state of its registration, with power adequate for the carrying out of its businesses; (b) the execution, delivery, and performance of this CPA are within each Company Party's power and authority and each Company Party has duly authorized, executed and delivered this CPA; (c) this CPA is signed by an authorized representative of each Company Party, and is a legally valid and binding obligation of each Company Party, enforceable against them in accordance with its terms, except as may be limited by bankruptcy, insolvency, or similar laws affecting creditors' rights; (d) it has taken or will take all actions reasonably necessary to carry out and give effect to the transactions contemplated by this CPA; (e) all written statements, representations, and warranties made by or on behalf of the Company Parties to the

DOC, the State, and the Local Government in connection with the Grant are true, accurate and complete in all material respects, to its best knowledge and belief, and the Company is eligible for this Grant; (f) the Company Parties are financially solvent and are not subject of any bankruptcy proceedings; and have no interest, and shall not acquire any interest, direct or indirect, which would conflict with the performance of their obligations under this CPA; (g) the Guarantor owns 100% of the membership interests/share of the Company and Related Member Party and will derive substantial benefit from the transactions contemplated by the CPA; and (h) the making and performance of this Guaranty will not violate any provision of or result in the acceleration of any obligation under any instrument or agreement, order, judgment or decree to which the Guarantor is a party or by which it or any of its property is bound. There are no conditions precedent to the effectiveness of this Guaranty that have not been satisfied or waived.

7.2 In order to induce the Local Government to enter this CPA, and the Local Government and DOC to enter the LGGA, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor unconditionally and irrevocably guarantees, as primary obligor and not as surety, the full, prompt, and punctual performance by the Company and Related Member Party of all of their obligations, agreements and covenants under and with respect to this CPA. The Guarantor unconditionally guarantees, the prompt payment (and not merely the collection) of all amounts that may now or in the future be owing to the DOC or the State, or the Local Government under this CPA and the LGGA, or any extension or renewal thereof however and whenever made, and shall be liable for any remedies or recoveries (including the cost of attorney fees incurred in enforcing this CPA and the LGGA) available to the DOC or the State, or the Local Government under or with respect to this CPA. The liability of the Guarantor shall be primary, joint and several.

7.3 This Guaranty shall operate as a continuing and absolute guaranty and shall remain in full force and effect without regard to, and shall not be affected or impaired by, any amendment of the CPA, any sale or transfer of all or any part of the Guarantor's ownership interest in the Company or Related Member Party, any voluntary or involuntary liquidation, dissolution, merger, sale of assets, insolvency, reorganization, bankruptcy or filing for bankruptcy of a Company Party or any subsidiary, any rescission of a payment made hereunder, or any extension of time or other forbearance, compromise, adjustment, modification or indulgence granted to the Company or Related Member Party by the DOC, the State, or the Local Government. The Guaranty shall remain in full force and effect until termination of the CPA; provided, however, that the Guarantor shall not be released from its obligation hereunder so long as there is any claim of DOC or the Local Government against the Company or Related Member Party, which claim arises out of, or related to, directly, or indirectly, this CPA, that is not settled or discharged in full.

7.4 DOC and the Local Government may exercise their rights against the Guarantor without first having to take action or exhaust remedies against the Company or Related Member Party. The Guarantor expressly waives notice of non-performance, in any respect, by Company and Related Member Party of any of their duties and obligations. The Guarantor unconditionally waives any defense available to it, including all suretyship defenses or defenses in the nature thereof; all requirements of notice, demand, presentment or protest in case of any default by the Company or

Related Member Party, as well as rights of set-off, redemption, and counterclaim which may be alleged to exist in favor of the Company or Related Member Party.

7.5 This Guaranty shall inure to the benefit of the DOC and the Local Government and their respective successor and assigns, and shall be binding on the Guarantor, and his/her heirs, executors, and assigns, and shall not be discharged or affected by the death of any party.

IN WITNESS WHEREOF, the Company, Related Member Party, the Guarantor, and the Local Government have executed this Company Performance Agreement, effective as of the day and year first written above. This CPA is intended to be under seal for purposes of any statute of limitations.

Approved and Accepted:

(Official Seal)

ATTEST:

_____, Clerk
NANCY DWEEN

County of Pender
(Local Government)

By: _____
Name: GEORGE R. BROWN
Title: CHAIRMAN
Authorized Official PENDER COUNTY BOARD OF COMMISSIONERS

Date: 8/2/2021

Signature Pages Follow

Polyhose Incorporated
(Company)

(Corporate Seal)

By: _____
Name: Jonathan W. Pressler
Title: Sr. Vice President
Authorized Corporate Officer

Date: 07/08/2021

STATE OF North Carolina
COUNTY OF Pender

I, Teresa L Szwed a Notary Public of said State and County, do hereby certify that Jonathan W. Pressler (the "principal") personally appeared before me this day, and/or (i) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose therein and in the capacity indicated.

_____
Notary Public Signature
Teresa L. Szwed
Notary Printed or Typed Name

Witness my hand and official seal or stamp, this 8th day of July, 2021

(Official Seal)

TERESA L SZWED
NOTARY PUBLIC
PENDER COUNTY, NC
MY COMMISSION EXPIRES OCTOBER 14, 2024

My Commission expires on October 14, 2024

Signature Pages Follow

Supreme Ventures Inc.
(Related Member Party)

(Corporate Seal)

By: _____
Name: MOHAMMED MURTAZA MILLWALA
Title: PRESIDENT
Authorized Corporate Officer

Date: 07/13/2021

STATE OF North Carolina
COUNTY OF New Hanover

I, DAYANA CAMPOSECO, a Notary Public of said State and County, do hereby certify that MOHAMMED MURTAZA MILLWALA (the "principal") personally appeared before me this day, and/or (i) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose therein and in the capacity indicated.

_____
Notary Public Signature
DAYANA CAMPOSECO
Notary Printed or Typed Name

Witness my hand and official seal or stamp, this 13th day of July, 2021

(Official Seal or Stamp)

My Commission expires on Oct 18, 2025

DAYANA CAMPOSECO NOTARY PUBLIC PENDER COUNTY, NC

Signature Page Follows

One NC Company Performance Agreement
New Jobs Only
Polyhose Incorporated; Polyhose India Private Ltd; Supreme Ventures/Pender County
Company+Related Member+Guarantor
Form 2018

POLYHOSE INDIA PVT. LTD. CHENNAI 600 032

(Corporate Seal)

Polyhose India Private Ltd
(Guarantor)

By: N. Suryanarayanan
Name: SURYANARAYANAN.N
Title:
Authorized Corporate Officer

Date: 12TH JULY 2021

STATE OF TAMIL NADU
COUNTY OF INDIA

I, N. RAJENDIRAN, a Notary Public of said State and County, do hereby certify that SURYANARAYANAN.N (the "principal") personally appeared before me this day, and/or (i) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose therein and in the capacity indicated.

N. Rajendiran
Notary Public Signature

Notary Printed or Typed Name

Witness my hand and official seal or stamp, this 12 day of 07 2021

(Official Seal or Stamp)

NOTARY GOVERNMENT OF INDIA N. RAJENDIRAN M.A., M.Ed., B.L. Reg. No: 1293/1991 Exp: 12/2016 NOTARIAL NOTARIAL

My Commission expires on 05.07.2025

N. Rajendiran
M. RAJENDIRAN, M.A., M.Ed., B.L.,
MS No: 1293/1991
ADVOCATE & NOTARY PUBLIC
GOVERNMENT OF INDIA
No. 1, Jothiramalingam II Cross Street,
West Mambalam, Chennai - 600 033
Mobile : 98411 22650

One NC Company Performance Agreement
New Jobs Only
Polyhose Incorporated; Polyhose India Private Ltd; Supreme Ventures/Pender County Company+Related Member+Guarantor Form 2018

receive funds from the Grant in the amount specified herein, under the terms of the CPA and the Local Government is not aware of anything that would make the Company ineligible for these funds.

This certification shall be deemed to be made a part of the LGGA and is incorporated therein and governed by its terms and conditions. Upon execution of this certification, the Local Government accepts its terms, effective on the date indicated above and further certifies that the official signing below has been duly authorized to execute this certification by the Local Government's governing body and the agreements and certifications contained herein are legally valid and binding on the Local Government.

(Official Seal)

County of Pender
(Local Government)

Date: 8/2/2021
By: George R. Brown
Name: GEORGE R. BROWN
Title: CHAIRMAN
Authorized Official

PENDER COUNTY BOARD OF COMMISSIONERS

ATTEST:

Nancy Avery, Clerk
NANCY AVERY

Tuesday, August 3, 2021

Pender County Budget Ordinance Amendment

Date Monday, August 16, 2021

Board Meeting Date (If Applicable) Monday, August 16, 2021

Fiscal Year FY 2021-2022

Fund 10 - GENERAL

Division, Program, Project, etc. Economic & Physical Development - Polyhose

Department 652 - ECONOMIC DEVELOPMENT

Purpose of Request

This grant was approved in the August 2nd meeting, and this BOA creates the revenue and expense budget line items for these funds to be received and disbursed to Polyhose.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	652-348160	One NC Fund Grant	75000
2			
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	652-416900	One NC Grant Expense	75000
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 75000

Total Expenditures 75000

Prepared By: Margaret Blue

Email mblue@pendercountync.gov

MINUTES
Board of County Commissioners Meeting
Monday, August 2, 2021 4:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT: George Brown
Fred McCoy
Jacqueline A. Newton
David Williams

MEMBERS ABSENT: David Piepmeyer

OTHERS PRESENT: Chad McEwen, County Manager
Trey Thurman, County Attorney
Nancy Avery, Interim Clerk to the Board
Doug Shipley, Assistant County Manager
Allen Vann, Assistant County Manager
Other Staff and Members of the Press and Public.

Page

1 CALL TO ORDER
Chairman Brown called the meeting to order at 4:00 pm.

2 INVOCATION
Commissioner McCoy delivered the invocation.

3 PLEDGE OF ALLEGIANCE
Commissioner Williams led in the Pledge of Allegiance.

4 ADOPTION OF AGENDA

4.1 Excuse Commissioner Piepmeyer from the meeting

Moved by David Williams, seconded by Jacqueline A. Newton

Excuse Commissioner Piepmeyer from the meeting.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			

Jacqueline A. Newton	x			
David Piepmeyer				x
David Williams	x			
	4	0	0	1

CARRIED.

Moved by David Williams, seconded by Jacqueline A. Newton

Adopt the agenda with the removal of item 8.4 (request to move Contract Dentist position for the Mobile Dental Unit to a Pender County employee)

	For	**Against**	**Abstained**	**Absent**
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer				x
David Williams	x			
	4	0	0	1

CARRIED.

5 PUBLIC INFORMATION

5.1 County Trade Pull Factors and Tier Status 2020 Review

Mark Seitz, County Extension Director, stated:
County Trade Pull Factor is a mathematical (economics) way, using sales and use tax revenue data, to evaluate and quantify what we generally already know about our county and regional economies. Pender's spending power is equivalent to a county with 40,968 permanent residents when the county actually has 5,000 population. In Trade Area Capture (TAC), Pender County ranks 60th in North Carolina. In market share for fiscal year 2019-2020, Pender County ranks 49th in the state. Tier status is used by North Carolina Department of Commerce to rank a county's level of economic distress. It is based on:

- Average unemployment rate
- Median household income
- Percent population growth
- Adjusted property tax base per capita

It impacts a county's eligibility for rural economic development funding. Pender County is ranked a tier three county which means it is in the least economically distressed counties.

Commissioner Newton asked Mr. Seitz to do whatever he can to correct the fact that Pender is not a tier three county as this ranking is hurting the county.

6 CONSENT AGENDA

6.1 Approval to carry over Purchase Orders for Defender Ammo and Dana Safety Supply, Inc in the amount of $6,818.17.

6.2 Approval to carry over Purchase Order for AmChar Wholesale in the amount of $4,343.30

6.3 Approval of a Purchase Order to DISYS Solutions Inc (DSI) for Cisco SmartNet Support & Maintenance Renewal in the amount of $ $52,122.95.

6.4 Approval of Tax Releases and Refunds

6.5 Approval of minutes July 12, 2021

Moved by Fred McCoy, seconded by David Williams

Approve as presented

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer				x
David Williams	x			
	4	0	0	1

CARRIED.

7 APPROVALS AND RESOLUTIONS

7.1 Approval to carry over two Purchase Order for Fairway Ford in the amount of $447,054.58.

Sheriff Cutler explained that with the Covid backup we couldn't get the vehicles in the year they were budgeted. He asked the Board to allow the funding to roll to this fiscal year. He expects to receive the vehicles in September.

Moved by Fred McCoy, seconded by David Williams

Approve carryover of two purchase orders for vehicles for the Sheriff's office as presented.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer				x
David Williams	x			
	4	0	0	1

CARRIED.

7.2 One NC Fund Grant - Project No. 2018-23033

Manager McEwen stated that when Polyhose Inc. moved into Pender Commerce Park it applied for a grant as part of relocation to park. They were awarded the grant and this is the formal agreement that dictates distribution of it. Pender County is the entity that regulates the pass through of funds.

Moved by David Williams, seconded by Fred McCoy

Approve grant funding contract for Polyhose, Inc. as presented.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer				x
David Williams	x			
	4	0	0	1

CARRIED.

7.3 Resolution to approve MOA re proceeds from opioid settlement

County Attorney Thurman stated the opioid settlement has been signed off on, subject to the judge's approval. The money must be used for opioid and addiction.

Commissioner Newton asked if the funds could be used for ancillary costs such as child placement.
Attorney Thurman replied yes, that one category is for family assistance, al-anon programs, and there is a wide list of things we can do. The

money comes to the county and there is a requirement for an annual meeting with municipalities to discuss use of the funds. The County will get in the neighborhood of $4 million.

Moved by Jacqueline A. Newton, seconded by David Williams

Approve Memorandum of Agreement and Resolution for opioid settlement as presented.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer				x
David Williams	x			
	4	0	0	1

CARRIED.

7.4 Shiloh Columbia VFD 50th Anniversary Fireworks Display

Emergency Manager Batson requested Board approval for fireworks on August 16th for Shiloh Columbia Volunteer Fire Department 50th Anniversary.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Approve fireworks display on August 16th in recognition of 50th anniversary of Shiloh Columbia VFD.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer				x
David Williams	x			
	4	0	0	1

CARRIED.

7.5 Approval of Budget Amendment and Purchase Order to accept North Carolina Governor's Highway Safety Program Traffic Safety grant award in the amount of $100,534. 15 - 23

Sheriff Cutler said his department has received good feedback and results on the highway safety program traffic safety grant. We are going into the second year of this program. He requested the Board approve a budget amendment and purchase order to accept this grant in the amount of $100,534.

Moved by Fred McCoy, seconded by David Williams

Approve budget amendment and purchase order in the amount of $100,534 for the Governor's Highway Safety Traffic Program.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer				x
David Williams	x			
	4	0	0	1

CARRIED.

8.6 Budget amend sheriff GHSP-year 2 - Pdf

7.6 Approval of Budget Amendment and Purchase Order in the amount of $40,000.00 for the purchase of vehicles. 25 - 26

Sheriff Cutler explained this was another situation of not being able to receive vehicles budgeted last year due to Covid 19 delays and asked the Board to roll the funds over to this budget year.

Moved by David Williams, seconded by Fred McCoy

Approve budget amendment and purchase order for $40,000 for Sheriff's department for vehicle purchase as presented.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer				x
David Williams	x			
	4	0	0	1

CARRIED.

8.7 budget amendment sheriff vehicle purchase - Pdf

7.7 Fire Department Tax Distribution Plan

Manager McEwen said he had recent discussions internally with Alan Wilson to discuss a global plan to distribute fire tax which is currently being distributed as received. The new plan is to distribute monthly in even amount with the last payment the reconciliation payment. He recommends approval of this plan by the Board. This has been discussed with the fire districts.

Commissioner Newton said other issues are the distributions are not made on a regular or on time basis and have no details with them. There needs to be a record of what has been received to date to accompany it. Erratic payments leaving them wondering if they received all of the payments or if more are to come. There needs to be a statement that shows what is general fund money and what is tax money.

Commissioner Williams agreed 100 % with Commissioner Newton on the necessity of payments being made on time.

Manager McEwen said effective July 1, the payment will be made the first of every month based on the budgeted amount for all fire districts.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Approve new Fire Department Tax Distribution Plan as presented

	For	**Against**	**Abstained**	**Absent**
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer				x
David Williams	x			
	4	0	0	1

CARRIED.

7.8 Petition for a Road Addition

Manager McEwen said he received a request from Department Of Transportation (DOT) on behalf of the the property owners and/or developers of Wylie Branch Phase I. The length of the road is 0.60 miles. Number of occupied homes having street frontage is 53. it is located 0.82 miles west of the intersection of Route #1002 and Highway #210. This is a formality that the Board has to accept.

Moved by David Williams, seconded by Fred McCoy

Approve DOT's request for road addition as referenced.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer				x
David Williams	x			
	4	0	0	1

CARRIED.

7.9 Proclamation to Declare September 18, 2021 as Cape Fear Community College Day

Chairman Brown read a proclamation declaring September 18, 2021 as Cape Fear Community College Day.
Tammie Parris, Pender County Workforce Development Director accepted the proclamation and updated the Board on current activity

Moved by David Williams, seconded by Jacqueline A. Newton

Approve Proclamation of September 18, 2021 as Cape Fear Community College Day.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer				x
David Williams	x			
	4	0	0	1

CARRIED.

8 APPOINTMENTS

8.1 Reappointment Cape Fear Community College Board of Trustees

Manager McEwen said Mr. Zander Guy of Surf City would like to be re-appointed for another four year term on the Cape Fear Community College Board of Trustees. His term would end August 2025.

Moved by David Williams, seconded by Fred McCoy

Re-appoint Zander Guy to another four year term on the Cape Fear Community Colllege Board of Trustees.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer				x
David Williams	x			
	4	0	0	1

CARRIED.

9 MAPLE HILL WATER AND SEWER DISTRICT

9.1 Approval of Change Order for Maple Hill-ONWASA Water Interconnection Project for $16,900 and Associated Purchase Order Revisions

Utilities Director Keel asked the Board to approve a Change Order for Maple Hill-ONWASA Water Interconnection Project for $16,900 and an Associated Purchase Order Revision.

Moved by Fred McCoy, seconded by David Williams

Approve change order for Maple Hill ONWASA Water Interconnection Project for $16,900 and Associated Purchase Order Revisions

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer				x
David Williams	x			
	4	0	0	1

CARRIED.

10 ROCKY POINT WATER AND SEWER DISTRICT

10.1 Resolution Accepting the Deed of Dedication of water distribution system for Wyndwater Phase 4B and Salters Haven Phase 2

Utilities Director Keel said the water system improvements for the developments of Wyndwater Phase 4B and Salters Haven Phase 2 have been completed and approved by NCDEQ and Pender County Utilities. The official dedication of these improvements is provided in the attached documents to be recorded upon the Board's approval. He requested Board approval of a resolution accepting the Deed of Dedication of water distribution system for Wyndwater Phase 4B and Salters Haven Phase 2.

Moved by David Williams, seconded by Fred McCoy

Accept deed of dedication for improvements as presented

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer				x
David Williams	x			
	4	0	0	1

CARRIED.

11 SCOTTS HILL WATER AND SEWER DISTRICT

11.1 Resolution Accepting the General Utility Easement at Pender EMS & Fire Station 18 for Elevated Water Tank and Well

The site of the proposed elevated water tank and one of three wells to be constructed as part of the "Scott's Hill Water and Sewer District Elevated Water Tank and Associated Improvements" project has been selected for a vacant property adjacent to Station 18 which is owned by Pender EMS & Fire, Inc. The site has sufficient room for the construction of the tank and well and the associated protected buffer area required around the well. At no cost, the Board of Pender EMS & Fire, Inc. has approved the attached easement, it has been properly executed, and upon acceptance and signing by the Scott's Hill Water and Sewer District Board, it will be ready for recording with the Register of Deeds. This document is necessary to provide the District's legal right to construct, maintain, and operate the proposed facilities. Full funding for the project has been approved by the NCDEQ-Division of Water Infrastructure, and design work is currently underway. The tentative schedule for the project anticipates completion of the tank and all three wells in early 2023. The other two wells are on properties owned by Pender County Schools and those easements are on properties owned

by Pender County Schools and those easements are currently under review by PCS.

Moved by David Williams, seconded by Fred McCoy

Approve the resolution accepting easement Pender Fire and EMS to construct elevated water tank and well on station 18 property

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer				x
David Williams	x			
	4	0	0	1

CARRIED.

11.2 Resolution Accepting the Deed of Dedication of water distribution system for the Initial Portion of Blake Farm Boulevard

Utilities Director Keel said the water system improvements for the initial portion of Blake Farm Boulevard (at Tract 4A & 4B/8A of the development) have been completed and approved by NCDEQ and Pender County Utilities. The official dedication of these improvements is provided in the attached documents to be recorded upon the Board's approval. He requested the Board approve resolution accepting the Deed of Dedication of water distribution system initial portion of Blake Farm Boulevard, adjacent to Tracts 4A & 4B/8A.

Moved by Fred McCoy, seconded by David Williams

Aapprove resolution accepting the Deed of Dedication of water distribution system initial portion of Blake Farm Boulevard, adjacent to Tracts 4A & 4B/8A.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer				x
David Williams	x			
	4	0	0	1

CARRIED.

12 MOORES CREEK WATER AND SEWER DISTRICT

13 CENTRAL PENDER WATER AND SEWER DISTRICT

14 PENDER COUNTY BOARD OF HEALTH

Health Department Director Moser stated Covid cases are going up. The County has 5900 cases to date with fourteen people in the hospital and sixty-nine deaths. The County is the fifth worst county per capita for cases. We have 100 new cases as of this morning with an additional 30 cases by lunch time. A month ago, we were averaging 138 cases every two weeks, now we are at every two weeks. 70-80% are the Delta variant. Two restaurants had to be closed. There are outbreaks in churches and a big outbreak at Penderlea school. The majority of cases at the school are not school related but individuals coming to work sick with 90 kids and staff out. They are still vaccinating 5 days a week in Hampstead and Burgaw. Most that are hospitalized are 70- 80 years of age. Her staff is worn out and they are three nurses short. She is working on ways to get additional help with contract tracing.

15 SOCIAL SERVICES BOARD

16 ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGERS, & COUNTY COMMISSIONERS

17 CLOSED SESSION (IF APPLICABLE).

17.2 Motion to return to open session at 6:36 P.M.

18 OPEN SESSION

18.1 Attorney Thurman said the Board appoints the clerk to the board. After extensive application and interview process one candidate was selected for the position. County Manager McEwen said he recommends the appointment of Tera Cline as County Clerk. She comes to the position with excellent qualifications.

Motion to appointment Tera Cline to the position of Clerk to the County Board of Commissioners effective August 9, 2021.

19 ADJOURNMENT

Moved by Jacqueline A. Newton, seconded by David Williams

Motion to adjourn at 6:38 p.m.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer				x
David Williams	x			
	4	0	0	1

CARRIED.

Pender County
Request for Board action

TO:	Board of Count Commissioners
FROM:	Alan Cutler
DATE:	August 2, 2021
SUBJECT:	Approval of Budget Amendment and Purchase Order to accept North Carolina Governor's Highway Safety Program Traffic Safety grant award in the amount of $100,534.

SUMMARY:
The North Carolina Governor's Highway Safety Program is dedicated to reducing the numbers of traffic crashes and fatalities in North Carolina, the Governor's Highway Safety Program promotes highway safety awareness through a variety of grants and safe-driving initiatives. This award will fund two patrol deputies salary, benefits and vehicle for the second year in the amount of $100,534, with the County of Pender having to fund $30,160. In year three, the percentage will be paid at 50/50.
These funds will come out of accounts 510014-400200, 510014-400201, 50014-400600, 510014-400700, 510014-400800, 510014-401400, 510014-4003300, 510014-407100, and 510014-407400.

ACTION REQUESTED:
Approval of Budget Amendment and Purchase Order to accept North Carolina Governor's Highway Safety Program Traffic Safety grant award in the amount of $100,534.

North Carolina Governor's Highway Safety Program
Traffic Safety Project Contract – Form GHSP-01

SECTION A – GENERAL INFORMATION

1. Agency: PENDER COUNTY	4. Contact Person for Agency: James Cotton
2. Agency Address: SHERIFF PO Box 1578 BURGAW, NC 28425	5. Telephone Number: * +1 (919) 259-1781 6. Cell Phone: (910)470-7852
3. Physical Location of Agency * 605 E Fremont St,Burgaw,NC 28425	7. Email of Contact Person * james.cotten@pendersheriff.com
8. Federal Tax ID Number / Type of Agency Federal Tax ID Number: *56-6000329 DUNS No : * 084894646 County: *PENDER COUNTY Type of Agency ○ State ○ Non-Profit ◉ County ○ Higher Education ○ Municipality ○ Hospital	9. Project Year * ○ New ◉ Continuation Year: ○ 1 ◉ 2 ○ 3 ○ 4+ 10. Allocation of Funding * Federal % 70.00 Local % 30.00

11. Project Title: * Pender County Sheriff's Office Traffic and Safety Team

12. Budget	Total Project Amount	Source of Funds: Federal Amount	Source of Funds: State/Local Amount
Personnel Costs	$98,034.00	$68,624.00	$29,410.00
Contractual Services			
Commodities Costs			
Other Direct Costs	$2,500.00	$1,750.00	$750.00
Indirect Costs			
Total Project Costs	$100,534.00	$70,374.00	$30,160.00

13. Specify How Non-Federal Share Will Be Provided: *
Non Federal Share will be provided by the County of Pender.

Project Number: PT-22-06-23	CFDA#: 20. 600 - State and Community Highway Safety Work Type: Police Traffic Serv.

SECTION B – DESCRIPTION OF PROJECT

Statement of Problem (*Provide detailed information of the highway safety problems in your area to be addressed through this project. Include countywide crash data for the last three years and any other relevant information to validate the statements. For more detailed information see "How to write an effective traffic safety project" located at:*

https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx)

Problem Identification:

In Pender County from the years of 2015-2019, county data showed that there were ninety-four (94) fatalities with an annual average of 18.8 fatalities. Pender County was ranked 28th for fatalities in North Carolina. The number of fatal crashes for 2015-2019 totaled eighty-three (83). There were four hundred and eight alcohol related crashes from 2015-2019. Of those alcohol related crashes, twenty-six (26) crashes involved fatalities with twenty-eight (28) total reported deaths, and thirty-six reported serious injuries. The number of unrestrained fatalities totaled twenty-nine (29). There were forty-three (43) unrestrained serious injuries. There were five hundred and eighty-two speed related crashes for this same time period. Of those speed related crashes, eighteen (18) were fatal crashes involving twenty reported individual fatalities and twenty-eight (28) serious injuries. There were one thousand four hundred and fifty young driver reported crashes from 2015-2019. Twenty-nine (29) involved

serious injuries and twelve (12) involved fatal crashes. There were one hundred and forty-nine (149) motorcycle crashes of which ten (10) were fatal motorcycle crashes that includes twelve (12) individual fatalities for 2015-2019 time period. Pedestrian crashes for the 2015-2019 time period totaled forty-five (45) which included seven (7) reported serious injuries and ten (10) fatalities. There were seventeen (17) bicycle crashes for the 2015-2019 time period which involved two (2) serious injuries and two fatalities. There were sixteen (16) fatal crashes reported for older drivers.

For 2015-2019, the below intersections have shown to be intersections with at least twenty-four (24) or more crashes (some with fatalities).

*NC Hwy 210 and I-40, reported twenty-nine (29) crashes and one (1) fatality or serious injury.
*NC Hwy 210 and US Hwy 117, reported twenty-seven (27) crashes and one (1) fatality or serious injury.
*NC Hwy 210 and US Hwy 421, reported thirty-one (31) crashes and two (2) fatalities or serious injuries.
*US Hwy 421 and Malpass Corner Rd, reported thirty-four (34) crashes five (5) fatalities or serious injuries.
*US Hwy 117 and New Rd, reported twenty-four (24) crashes and One (1) fatal or serious injury.
*US Hwy 117 and NC Hwy 53, reported forty-seven (47) crashes and one (1) fatal or serious injury.
*NC Hwy 53 and NC Hwy 50, reported forty-five (45) crashes and three (3) fatal or serious injury.
*US Hwy 17 and Sidbury Rd, reported 40 crashes.
*US Hwy 17 and Washington Acres twenty-nine (29) crashes.
*US Hwy 17 and Peanut Rd, reported thirty (30) crashes.
*US Hwy 17 and Hover Rd, reported forty-six (46) crashes.
*US Hwy 17 and Country Club Rd, reported fifty-four (54) crashes.
*US Hwy 17 and Sloop Point Rd, reported fifty-two (52) crashes and three (3) fatal or serious injuries.
*NC Hwy 210 and Watts Landing Rd, reported thirty-one (31) crashes and one (1) fatal or serious injury.

(The above information was taken from Connect NCDOT, Resources, Traffic Safety, Crash Data and Maps, Total Crash Frequency by Intersection).

Description of Service Area:

Pender County, which is a coastal county, is the fifth largest county in North Carolina covering nine hundred and thirty-three (933) square miles of which sixty-five (65) square miles consist of water. Of the remaining eight hundred and sixty-eight (68) square miles, there are nine (9) highway maintained that run through Pender County. These highways are NC Hwy 210, NC Hwy 50, NC Hwy 53, NC Hwy 133, US Hwy 421, US Hwy 117, US Hwy 17, and the future US Hwy 17/Hampstead bypass, which is a NCDOT project that illustrates the increased traffic in Pender County. These highways are a major thoroughfare to the North Carolina Coast.

Description of Demographics:

The 2018 estimated population was 62,017 people. The 2019 estimated population was 63,060 people. The 2020 estimated population is 64103 people. The western side of Pender County is known as farming community with 30% of the county's population. The eastern side of the county is known for being a coastal community with 70% of the county's population. Both the western side and the eastern side continue to grow in population and show significant economic growth. The median adult age of Pender County is 42.9 years. Service, food, and retail are the main economic activities in Pender County followed by agriculture, forestry, fishing, and hunting.

Description of the Agency:

The Pender County Sheriff's Office currently has one hundred and nineteen positions with full-time and auxiliary positions. The Sheriff's Office currently has two full-time deputies that are dedicated to traffic enforcement supervised by a Lieutenant (who is not included as one of the positions). The supervising Lieutenant over sees both the traffic unit and two shifts from the uniform patrol division.

Proposed Solution:

The overall goal of the two full-time dedicated traffic deputies and their supervising Lieutenant is to reduce the number of alcohol related fatalities and injuries by 35%, reduce speed related fatalities and injuries by 25%, and unrestrained fatalities and injuries by 30%. The Sheriff's Office intends achieve theses goals by conducting saturation patrols, checking stations, high-visibility enforcement and promotion of seatbelt safety through education.

Budget Narrative:

The purpose of the GHSP grant is to continue the efforts of the traffic unit. It is still the intent of Sheriff's Office to continue the traffic unit's departmental functions and staffing under local funding after the current grant period ends irrespective of any future

grants.

The Pender County Sheriff's Office has continued to see an increase in speeding violations as well as driving while impaired violations. The majority of the enforcement actions by the Sheriff's Office will take place on the major roadways with in the county due to their high crash volume. Speeding continues to be a significant cause of crashes in our county. With the continued assistance from the Governors Highway Safety Program, the two traffic deputies can and will be used to enforce all traffic laws within the Sheriff's Office jurisdiction.

Travel Justification:

The traffic unit will attend educational opportunities to continue it's professional development and will utilize countermeasures that work to reduce traffic related fatalities and injuries. The unit will travel in-state to assist other agencies with traffic-related events and for field training.

To be completed by law enforcement agencies seeking first year grant:	
Provide the agency's number of sworn officers	119
Does the agency currently have a dedicated traffic or DWI unit?	Yes ◉ No ○
If a dedicated traffic or DWI unit exists, how many officers are assigned to the unit?	2

For applicants requesting enforcement grants, please provide the following county fatality rankings:
Information can be located at:

https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx)

Overall Fatality Ranking:	28
Alcohol Fatality Ranking:	23
Unrestrained Fatality Ranking:	24
Speed Related Fatalities:	28
Other Applicable Rankings: *(Specify)*	Young Driver fatal ranking 28, Motorcycle fatal ranking 29

As part of this project all law enforcement agencies must enter traffic enforcement citations data of their agency for the past three years.

Year 2018	Occupant Protection Citations	17	DWI Citations	3	Speed Citations	448
Year 2019	Occupant Protection Citations	51	DWI Citations	38	Speed Citations	858
Year 2020	Occupant Protection Citations	28	DWI Citations	67	Speed Citations	344

Goals and Objectives *(Provide at least one SMART (Specific, Measurable, Attainable, Realistic and Timely) goals and objectives. For more detailed information see "How to write an effective traffic safety project" located at:*
https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx)

Goal #1:	Reduce unrestrained fatalities in Pender County by 10% from the 2015-2019 average of 5.8 to 5.
Objectives:	Increase Occupant Protection Contacts by 50% by September 30, 2022
Goal #2:	Reduce speed-related fatalities in Pender County by 10 percent from the 2015-2019 average of 4.0 to 3 by September 30, 2022
Objectives:	Increase speed Contacts by 25% by September 30, 2022
Goal #3:	
Objectives:	

Below are the 5-year goals of the NC Governor's Highway Safety Program (GHSP). To be eligible for funding, your traffic safety project should match one or more of the GHSP goals. Check all that apply.

☒ Reduce NC's traffic-related fatalities by 12% from the 2014-2018 average of 1,392 to 1,228 by December 31, 2021.
☒ Reduce NC's alcohol-related fatalities by 10% from the 2014-2018 average of 401 to 361 by December 31, 2021.
☒ Reduce NC's unrestrained fatalities by 10% from the 2014-2018 average of 398 to 358 by December 31, 2021.
☒ Reduce NC's speed-related fatalities by 5% from the 2014-2018 average of 472 to 448 by December 31, 2021.
☒ Reduce NC's young driver-involved fatal crashes by 10% from the 2014-2018 average of 170 to 153 by December 31, 2021.
☒ Reduce NC's motorcycle fatalities by 5% from the 2014-2018 average of 187 to 178 by December 31, 2021.
☒ Increase NC's seat belt usage rate 2.9 percentage points from the 2015-2019 average of 90.5% to 93.4% by December 31, 2021.

SECTION C – BUDGET DETAIL

Personnel Costs

#	Personnel Position	Salary
1	Activity Hours for Deputy 1	$35,359.00
2	Activity Hours for Deputy 1	$35,359.00
3		
4		
5		
6		
7		
8		
9		
10		
	Total Salaries Cost:	$70,718.00

#	Personnel Fringe Benefits	Cost
1	(2)Deputy 1	$27,316.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
	Total Fringe Benefits Cost:	$27,316.00
	Total Personnel Costs:	$98,034.00

Contractual Services

#	Contractual Service To Be Provided	Cost
1		
2		
3		
4		
5		
6		
7		

8		
9		
10		
11		

Total Contractual Services:

Commodities Costs

#	Commodities	Cost
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

Total Commodities Cost:

Other Direct Costs

#	Equipment	Quantity	Cap Amount	Cost
1				
2				
3				
4				
5				
6				
7				
8				

Total Equipment Cost

#	Other Items and Equipment Direct Cost: *(Cost Limited to Less Than $5000 Per Item)*	Cost
1		
2		
3		
4		
5		
6		
7		
8		

Total Other Items and Equipment Direct Cost:

#	Travel	Cost
1	In-State Travel	$2,500.00

2	Out-of-State Travel	
	Total Travel Cost:	$2,500.00
	Total Other Direct Costs:	$2,500.00

Indirect Costs

#	Indirect Costs	Cost
1		
2		
3		
4		
	Total Indirect Costs	

SECTION D – SCHEDULE OF TASKS BY QUARTERS

List the schedule of tasks by quarters, referring specifically to the objectives in Section B. Tasks should be a bulleted list of activities to be performed in each quarter.

Conditions for Enforcement Projects Only

☒ *By checking this box, the above agency agrees to the terms below as additional activities to be performed as part of this project.*

- A minimum of one (1) nighttime and one (1) daytime seat belt initiative per month;
- A minimum of one (1) impaired driving checkpoint per month;
- A minimum of 50% of seat belt initiatives must be conducted at night between the hours of 7:00 p.m. and 7:00 a.m.;
- Participation in all "Click It or Ticket" and "Booze It & Lose It" campaigns;
- Participation in any event or campaign as required by the GHSP;
- Attempt to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BATMobiles) units during at least one of the impaired driving checkpoints.

First Quarter (October, November, December)
*Attend and participate in all Click It or Ticket and Booze It and Lose It campaigns.
*Conduct two (2) night time and one (1) day seat belt initiative per month.
*Conduct one (1) impaired driving checkpoint per month.
*Submit monthly and quarterly reports to GHSP.
*Attend Educational events.

Second Quarter (January, February, March)
*Attend and participate in all Click It or Ticket and Booze It and Lose It campaigns.
*Conduct two (2) night time and one (1) day seat belt initiative per month.
*Conduct one (1) impaired driving checkpoint per month.
*Submit monthly and quarterly reports to GHSP.

Third Quarter (April, May, June)
*Attend and participate in all Click It or Ticket and Booze It and Lose It campaigns.
*Conduct two (2) night time and one (1) day seat belt initiative per month.
*Conduct one (1) impaired driving checkpoint per month.
*Submit monthly and quarterly reports to GHSP.

Fourth Quarter (July, August, September)
*Attend and participate in all Click It or Ticket and Booze It and Lose It campaigns.
*Conduct two (2) night time and one (1) day seat belt initiative per month.
*Conduct one (1) impaired driving checkpoint per month.
*Attend the GHSP Traffic Safety Conference.
*Submit monthly and quarterly reports to GHSP.

AGENCY AUTHORIZING SIGNATURE

☐ I have read and accept terms and conditions of the grant funding and attached the Grant Agreement. The information supplied in this application is true to the best of my knowledge.

Name: PIN Date: Jun 30, 2021

Note:
1. Submitting grant application is not a guarantee of grant being approved.
2. Once form has been submitted, it cannot be changed unless it has a status of "Return".

Monday, July 19, 2021

Pender County Budget Ordinance Amendment

Date Monday, July 19, 2021

Board Meeting Date (If Applicable) Monday, August 2, 2021

Fiscal Year FY 2021-2022

Fund 10 - GENERAL

Division, Program, Project, etc. North Carolina Governor's Highway Traffic Safety Grant

Department 510 - SHERIFFS DEPARTMENT

Purpose of Request

This award will fund two patrol deputies salary, benefits and other direct costs in the amount of $100,534, with the County of Pender having to fund $30,160.0

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510014-348091	Gov Highway Safety grant	70,374.00
2	695-399000	Gen Fund Bal Approp	53,073.00
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510014-400200	Salaries	78,910.00
2	510014-400201	Overtime	8,000.00
3	510014-400500	FICA	6,649.00
4	510014-400600	Group Insurance	12,578.00
5	510014-400700	Retirement	10,464.00
6	510014-400800	Additional Retirement	4,346.00
7	510014-401400	Travel	2,500.00
8			
9			
10			

Total Revenues 123447

Total Expenditures 123447

Budget Amendment Balances when Zero. 0

Prepared By: Jennie Coleman

Email jennifer.coleman@pendersheriff.com

Pender County
Request for Board action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	August 2, 2021
SUBJECT:	Approval of Budget Amendment and Purchase Order in the amount of $40,000.00 for the purchase of vehicles.

SUMMARY:
Pender County Sheriff's Office is requesting approval of Budget Amendment and Purchase Order for the purchase of vehicles. One vehicle purchase will be with Capital Nissan, a 2021 Nissan Altima, in the amount of $18,533.00. Also will be getting North Carolina Sheriff's Association pricing.
These funds will come from account 14-407403.

ACTION REQUESTED:
Approval of Budget Amendment and Purchase Order in the amount of $40,000.00 for the purchase of vehicles.

Monday, July 19, 2021

Pender County Budget Ordinance Amendment

Date Monday, July 19, 2021

Board Meeting Date (If Applicable) Monday, August 2, 2021

Fiscal Year FY 2021-2022

Fund 14 - STATE SEIZ

Division, Program, Project, etc. State Seizure account

Department 510 - SHERIFFS DEPARTMENT

Purpose of Request
Transfer fund for vehicle purchase

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	141-299000	Unapprop Fun Bal	40,000.00
2			
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	14-407403	Capital Outlay/vehicle	40,000.00
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 40000

Total Expenditures 40000

Budget Amendment Balances when Zero. 0

Prepared By: Jennie Coleman

Email jennifer.coleman@pendersheriff.com

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Anthony Colon
DATE:	August 16, 2021
SUBJECT:	Approval of a Purchase Order to Piedmont Truck Center of Greensboro for $80,305.90 for the purchase of a Ford F-350 truck equipped with crane.

SUMMARY:
We are requesting the approval of a requisition for $80,305.90 to Piedmont Truck Center of Greensboro. The requested funds will be used for the purchase of a 2022 Ford F350 4x4, Supercab, and dual rear wheel, equipped with a Liftmoore 4000Lb Crane. This vehicle is to take the place of a 2011 Ford F-350 with 297,733 miles. Originally this vehicle was purchased to assists in the lifting of small trash pumps, some submersible pumps, and other heavy equipment. We referred to this vehicle as “the crane truck”.

Pender County Fleet Maintenance Staff and some of the local repair shops in the county have expressed their concern with the acquiring of parts needed to perform the required preventive maintenance on the crane equipment. Pender County Utilities Staff also questions the efficiency of this vehicle due to mileage, age, and the continuous upsizing of much of Pender County Utilities equipment that the crane is no longer able to lift.

The new “crane truck” will be used to lift large submersible pumps at any of our sewer lift stations in the Rocky Point District, as well as helping with much of our in-tank submersible pumps at the Maple Hill wastewater treatment plant and sewer collection system. Pender County Utilities staff recommends to reassigning the existing “crane truck” to the Water and Wastewater treatment plant where staff believes it can be used by the plants mechanic, where they have been needing a small crane and truck to perform preventive maintenance at the facilities.

We received 5 quotes for this replacement vehicle, all with the same options as needed for PCU's work. Two vendors including a local dealer were able to provide quotes for this vehicle, while three others were not able to quote at this time. The attached

information in this request provides full details and pricing of the quoted truck. The obtained quotes included the State contract pricing from Piedmont Truck Center from Greensboro , and Fairway Ford of Burgaw. Ilderton Chrysler Dodge of High Point, Westgate Chevrolet of Burgaw, and Bill Carone of The Town of Wallace, were not able to quote at this time.

The best pricing was provided by Piedmont Truck Center of Greensboro, so we are requesting a purchase order with them to finalize the order. The FY22 budget includes sufficient funds earmarked for the purchase of this vehicle in account # 072-407403, which will cover the $80,305.90 cost for the truck.

ACTION REQUESTED:
Approval of a Purchase Order to Piedmont Truck Center of Greensboro for $80,305.90 for the purchase of a Ford F-350 truck equipped with crane.

ATTACHMENTS:
Quotes from 5 sources for Ford F-350 truck with crane and specified options.

2021-2022 STATE OF NORTH CAROLINA TERM CONTRACT 070A-Vehicles (Passenger, Truck, Van, SUV, Law Enforcement)
OPTIONS LIST-CATEGORY G -F350 Cab and Chassis-DRW
BID NO. 202100002

STANDARD ITEMS
STANDARD ITEMS: 14,000lb GVWR, Exterior Color: Oxford White, XL Trim Package, 6.2L V8 gasoline engine, 10-speed automatic transmission, 3.73 regular rear axle, LT245 17" BSW All season tires, Power Equipment Group, Air conditioning, AM/FM/MP3 radio with SYNC Bluetooth, Tilt steering wheel, (2) keys, 40/20/40 Vinyl seats-Gray, Vinyl flooring

CAB CHASSIS CONFIGURATION			BASE BID PRICE
2022 Ford F350 Supercab 4x4 Dual rear wheel-60"CA	X3H-640A		$33,451.00

	OPTION	MSRP	STATE PRICING 6% Discount
POWERTRAIN			
Limited Slip w/4.30 Axle Ratio	X4L	$360.00	$338.40
WHEELS/TIRES			
Spare Tire, Wheel & Jack	512	$350.00	$329.00
OTHER OPTIONS			
Utility Lighting System - Includes LED side-mirror spotlights - required with Power Equipment Group (90L)	63A	$160.00	$150.40
Heavy-Service Front Suspension Package - Includes heavy-service front springs (1 up upgrade above the spring computer selected as a consequence of options chosen) Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR). Note 1: Vehicle ride height will increase with the addition of this package. Note 2: May result in deterioration of ride quality when vehicle is not equipped with front end utility attachment	67H	$125.00	$117.50
Upfitter Interface Module	18A	$295.00	$277.30
Platform Running Boards-SUPERCAB & CREW CAB ONLY	18B	$445.00	$418.30
110V/400W Outlet - Includes 1 in-dash mounted outlet	43C	$175.00	$164.50
Exterior Backup Alarm	76C	$140.00	$131.60
Steering Wheel-Mounted Cruise Control	525	$235.00	$220.90
SAFETY LIGHTING			
(4) corner LED lights, (2) front grille mounted & (2) rear mounted, wired to factory upfitter switches in cab ***Amber***	4CLED		$975.00
23" Whelen MC23MA Mini LED light bar, Acari 3rd brake light mount, wired to upfitter switch in cab	LBMINI		$1,540.00

2021-2022 STATE OF NORTH CAROLINA TERM CONTRACT 070A-Vehicles (Passenger, Truck, Van, SUV, Law Enforcement)

OPTIONS LIST-CATEGORY G -F350 Cab and Chassis-DRW

BID NO. 202100002

UPFIT OPTIONS			
Adkins Model 109-94-CB 9' Heavy Duty crane body, 8" heavy duty drop down tailgate, 12" workbench bumper with (2) recessed access steps, (2) grab handles at rear of compartments, rubber fenderettes around wheel wells, mud flaps, (4) tie down D-rings in cargo area, Cab guard with perforated cut-outs, Rod type Master Locking system (handles at rear of body), 2" receiver hitch with safety chain hooks, 7 way RV style trailer plug, Spray in bedliner for cargo area, compartment tops & bumper, LiftMoore 4000X-20 electric crane, remote pendant control 25', Manual In/Out & Manual crank Up/Down outriggers, Boom support	ADK9CB		$42,192.00

Total for chassis & options quote#PENX3HG9CB-72621	**Date: 7.26.2021**	**$80,305.90**

Pender County - Water & Sewer
James Proctor
910.259.1327bp jproctor@pendercountync.gov

ADDITIONAL OPTIONS - not included in above pricing (for consideration)	**ADD**
Liftmoore 5000X-20 in lieu of 4000lb crane	$3,615.00
Hydraulic In/Out and Up/Down outriggers in lieu of manual operation	$5,481.00

FAIRWAY FORD, INC.
444 US HWY 117 S
BURGAW, NC 28425
910-259-2371

July 28, 2021

To: Mr. James Proctor, Water and Sewer Superintendent, County of Pender

From: Hugh Highsmith, III

Re: Quote to order new 2022 Ford F350 truck with crane body

Mr. Proctor,

Thank you for the opportunity to quote the vehicle that Pender County Utilities and Pender Solid Waste is considering. Please find below specifications and pricing for a new 2022 Ford F350 with crane body.

Pricing is based on ordering the unit from Ford Motor Company. Order lead times are extended, 2022 Super Duties are currently scheduling for April 2022.

Please note that the quote requested earlier in the year was for an extended cab F350 with crane body. This request and subsequent quote attached is for a full four door crew cab F350 with crane body. The crew cab truck has a higher cost than the extended cab truck.

Also, the larger State Contract Price Concession Amount used for the earlier quote expired on June 30, 2021. Orders had to have been received by Ford Motor Company prior to close of business on June 30, 2021 to qualify. That price concession amount was $2,200.00 greater than the current State Contract Price Concession Amount included in this quote.

Specifications: New 2022 Ford F350 truck with crane body:
2022 Ford F350 crew cab 4x4 dual rear wheel chassis cab truck (full 4 door cab)
179" wheelbase with 60" cab to axle measurement to accommodate service body requested
6.2L V8 gasoline engine
Automatic transmission with ten forward gears
XL trim level
4.30 ratio limited slip rear axle
Black platform cab length running boards
14,000 GVW
Power equipment group includes power windows/door locks/mirrors
Remote keyless entry keys (2 included in this quote)
110V/400W outlet
Brake controller
Extra heavy service suspension package
Upfitter switches
Upfitter interface module

Cont'd

Utility lighting system
240 Amp alternator
XL Value Package includes:
*Chrome front bumper
*Cruise control
Full vinyl floor covering (floor mats not included with vinyl floor)
40/20/40 vinyl front seat, 60/40 rear
Rear camera kit for service body
9' Knapheide model 6108D54J dual rear wheel service body
Master locking system for service body storage boxes
Model 3612x 9'-15' 3600lbs crane
Manual in and out, up and down outriggers
Crane reinforcement kit to reinforce body to support crane weight
Rear spring build up
Back up alarm
Front and rear strobe lights
23" mini LED light bar, Acari 3rd brake light mount
Sprayed on liner in inside of bed, inside and top of tool boxes, step bumper
Exterior color: White
Interior: Medium Gray

Selling Price Per Unit Ordered: $**80,960.00** (excludes tax, title, license, registration fees)

Please feel free to call or email me with any questions regarding this quote.

Respectfully Submitted,

Hugh B Highsmith, III

SUGGESTED SPECIFICATIONS
MODEL 3612X 9-15 CRANE

CAPACITY: Moment rating of 12,000 Ft.-Lbs. with capacities as follows:

*3600 Lbs. at 3 Ft.	1090 Lbs. at 11 Ft.
1714 Lbs. at 7 Ft.	800 Lbs. at 15 Ft.
1333 Lbs. at 9 Ft.	

*Use traveling block double line, for loads above 2000 Lbs.

HOIST WINCH: The hoist winch has a planetary gear drive for best possible efficiency. A 2.7 HP permanent magnet electric motor powers the winch. The single line capacity of the winch is 2000 Lbs. The winch load is controlled by the dynamic braking of the motor and by a load apportioned mechanical brake located in the winch drum. Ratio between the winch drum and wire rope meets ANSI requirements. The winch is reversed by 12 volt contactor, not individual solenoids. Winch performance is as follows:

Load(Lbs.)	Hook Speed(Ft./Min.)	Amp Draw
1000	13.1	64
2000	11.9	115

Note: Use double line for loads over 2000 Pounds

WIRE ROPE AND SHEAVES: The crane is supplied with 62 Ft. of ¼ In. Galvanized aircraft cable. Minimum breaking strength of the rope is 7000 Lbs. The wire rope is outside of the boom and visible for operator's continual inspection. A traveling block for easy two-part hookup is included. All sheaves meet ANSI requirements.

HYDRAULIC SYSTEM: The hydraulic pump is driven by a 12 volt DC Series Wound electric motor. A gear type pump with 1.2 GPM capacity at 500 PSI. Hydraulic functions are controlled through four way spring centered solenoid activated valves. Valves actuate at a minimum of 10 volts, have manual over-ride capabilities and are mounted on a manifold for easy access. The reservoir capacity is 1 gallon. The relief valve on the pump is set for 1800 PSI.

ROTATION SYSTEM: The hydraulic powered rotation is driven by a low speed, high torque hydraulic motor and drives through a 36:1 ratio self locking worm gear. The worm gear is an aluminum bronze alloy. The worm is hardened steel. The crane rotates 360 degree continuously without limit on two 3.75 In. ID tapered roller bearings.

BOOM ELEVATION: The boom is capable of moving from –5 degree to +75 degree. It is elevated by a 3.00 In. bore double acting cylinder. The cylinder has an integral counterbalance valve with relief set at 2000 PSI. The counterbalance valve has two vital purposes. It will hold the cylinder in the event of hose failure and it controls the rate of boom descent.

LIFTMOORE TRUCK CRANES

HOUSTON, TEXAS
FAX: (800) 824-5559 (USA & Canada)
FAX: (713) 688-6324
PHONE: (713) 688-5533
www.liftmoore.com

BOOM EXTENSION: Boom extends under power from 9 Ft. to 15 Ft. by a 2.5 In. bore hydraulic cylinder. The cylinder is mounted inside the boom for protection. The cylinder has a counterbalance valve integrally mounted with relief set at 2000 PSI. The counterbalance valve will hold the cylinder in the event of hose failure and also controls the rate of cylinder retraction.

LOAD SENSOR: A load limiting sensor is installed in the elevation cylinder. This sensor will shut down hoist up, boom out (power extension only), and boom down when an overload is detected. The sensor will reset after the load is lowered.

ANTI-TWO BLOCK: An anti-two block system is included on the 3612X series crane. The anti two-block prevents extending the boom against the traveling block and breaking the cable.

PENDANT CONTROL: An 18 Ft. remote pendant control is supplied with each crane. For safest possible use, the pendant control is removable from the crane and each function is controlled by a momentary contact toggle switch. An E-Stop is included that turns off all power to the crane as required by OSHA.

BATTERY CABLE: The crane is supplied with 25 Ft. of battery power cable with quick disconnects, an additional 3 Ft. ground wire, a 150 Amp circuit breaker for mounting near the battery and a master cutoff switch to be mounted near the crane.

MOUNTING: Four 0.5 In. x 2.5 In. long Grade 8 Hex Head Cap Screws are supplied for mounting. The bolt pattern is 12 In. square on a 15 In. square base plate.

ACCESSORIES: An outrigger is necessary to keep the truck as level as possible as well as reducing the load on the crane's rotation mechanism and the truck's suspension components. A boom rest is required to support the crane whenever the truck is in motion. Liftmoore can supply all of these options.

CHASSIS: Minimum recommended GVWR for mounting the 3612X is 10,500 Lbs.

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www.liftmoore.com

James R. Proctor

From: James R. Proctor
Sent: Monday, August 2, 2021 8:48 AM
To: Anthony Colon
Subject: FW: [External]Chevy & Ram Truck Quotes

From: James R. Proctor
Sent: Friday, July 30, 2021 8:14 AM
To: Anthony Colon <acolon@pendercountync.gov>; Kenneth Keel <kkeel@pendercountync.gov>
Subject: FW: [External]Chevy & Ram Truck Quotes

From: Bryant Crosson <bcrosson@westgatechevrolet.edealerhub.com>
Sent: Thursday, July 29, 2021 9:14 AM
To: James R. Proctor <jproctor@pendercountync.gov>
Cc: sbou@westgatecars.com
Subject: [External]Chevy & Ram Truck Quotes

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Mr. James Proctor:

Sorry to report at this time we are unable to give Pender County Utilities quotes on the vehicle you requested, we are not at this time a member of the NC State Bin Program, we hope to be in the near months to come. We do offer the County great discounts on buying in stock vehicles as the has already done in the pass.

Please keep in touch with use as we move foreward, we appreciate the relationship.

Best regards,
Bryant Crosson, Comm, Mgr. Wesgate Auto Group.

Thank you,

Bryant Crosson
910.259.5727
---Please Do Not Delete lTaskID=980221401

Click below to stop receiving these messages.
Email Optout Link
Click here if you are having problems viewing this email

James R. Proctor

From: Fleet Department <fleet@ilderton.com>
Sent: Tuesday, July 27, 2021 9:51 AM
To: James R. Proctor
Subject: [External]Re: Truck Quotes for Pender County Utilities

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

We would love to be able to participate in your bids. However, we will not receive our 2022 model year pricing until mid August. We are not able to price any vehicles until we have those prices. We do not have the ability to order any new 2021 vehicles.

There is a possibility that our Commercial department has a vehicle that will fit your specifications for the 2500 or 3500 trucks. I will submit those bids if we have something that will work for you.

Thanks,
Kim

On Tue, Jul 27, 2021 at 8:06 AM James R. Proctor <jproctor@pendercountync.gov> wrote:

Hello, I'm taking quotes on the following vehicles

Qty 1-1500 crew cab 4wd (See attached f150 for similar equipment and build)

Qty 1-Durango 4wd 6cyl with emergency lights on top and the 4 corners

Qty 2- 2500 panel truck extended cab, 4wd like the attached f250 panel truck build.

Qty 1 -3500 4wd extended cab panel truck with crane (see attached build)

Please send itemized bid offers with potential delivery dates.

I can be contacted by cell 252-883-9220 and by email at jproctor@pendercountync.gov

I need bids back by 5pm on Thursday 29th of July

James R. Proctor

Pender County Water and Sewer Superintendent

Cell 252-883-9220

jproctor@pendercountync.gov

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Ilderton Fleet Team
Greg Graves - Director of Fleet Sales
Kim Tuttle - Assistant Director of Fleet Sales
Email: fleet@ilderton.com
PH: (336)-822-8708
Fax: (336)887-4043

Anthony Colon

From:	James R. Proctor
Sent:	Friday, July 30, 2021 8:16 AM
To:	Anthony Colon; Kenneth Keel
Subject:	FW: [External]VEHICLE QUOTES
Attachments:	F250 QUOTES FOR PENDER 001.jpg; F250 QUOTES FOR PENDER 002.jpg

-----Original Message-----
From: fred@billcaronecars.com <fred@billcaronecars.com>
Sent: Wednesday, July 28, 2021 5:12 PM
To: James R. Proctor <jproctor@pendercountync.gov>
Subject: [External]VEHICLE QUOTES

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Proctor,

I have attached quotes for the 2 F250 trucks with utility beds for you. The F150 and Explorer we are unable to order a 2021 version now and the 2022 order bank for those vehicle lines are not open yet. We would not be interested in quoting the F350 as per spec.

Please let me know if I can be of any assistance.

Fred Lanier
General Manager
Bill Carone Ford
910-285-7151 office
910-340-1348 cell

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Justian Pound
DATE:	August 16, 2021
SUBJECT:	Approval of Purchase Order SouthData Mailing Print Vendor

SUMMARY:
Postal communication is an essential service provided by the tax office in all official mailings and correspondence with taxpayers. Both the collections and assessment department requires official mailings. We are in the third and final year of our contract with Southdata to provide print and scan services for the tax office.
Official mailings include but are not limited to Garnishment letters, Tax bills, Notice of Appeal, Value Change notices, Delinquent Tax Payer Notice.

Funds have been budgeted for this expenditure in account #450-401200

ACTION REQUESTED:
Approve purchase order for $53,000 to Southdata for mail and print services FY 22

SouthData
AN OSG COMPANY

SOUTHDATA/OSG PRINT AND MAIL FULFILLMENT SERVICES AGREEMENT

THIS CONTRACT IS ENTERED INTO THIS 18th day of February, 2019 (hereinafter referred to as the "Contract"). The contract effective date is concurrent with the CLIENT's first live production run with SOUTHDATA/OSG or "March 1st", whichever date begins first within the 2019 calendar year.

WHEREAS, OUTPUT SERVICES GROUP is a company organized and existing under the laws of the State of New Jersey, having its principal place of business located at 100 Challenger Road, Suite 303, Ridgefield Park New Jersey 07660, U.S.A. (hereinafter referred to as "SOUTHDATA/OSG"), and is engaged in the business of providing print and mail fulfillment and other related services (hereinafter referred to as the "SOUTHDATA/OSG Services"); and

WHEREAS, Pender County is a company organized and existing under the laws of the State of North Carolina, having its principal place of business located at P.O. Box 1437 Burgaw NC 28425 (hereinafter referred to as the "CLIENT"); and

WHEREAS, the CLIENT has agreed to engage SOUTHDATA/OSG, and SOUTHDATA/OSG has agreed to be engaged by CLIENT to provide the SOUTHDATA/OSG Services to CLIENT in accordance with the terms of the Contract.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

SCOPE OF THE CONTRACT

1.1 SOUTHDATA/OSG hereby agrees to provide the SOUTHDATA/OSG Services to CLIENT, and CLIENT hereby agrees to purchase exclusively from SOUTHDATA/OSG the SOUTHDATA/OSG Services in accordance with the terms and conditions provided herein.

1.2 Unless otherwise agreed by the parties, the SOUTHDATA/OSG Services to be provided by SOUTHDATA/OSG shall consist of the print and mail fulfillment and related services described in Appendix A attached hereto.

1.3 During the term of this Contract, the CLIENT agrees to produce a minimum annual quantity of 20,000 statements and/or mailings ("Minimum Commitment") for the Office of Tax Assessor for a period of thirty six (36) months, based upon the rates and terms provided herein.

1.4 In the event that the CLIENT does not fulfill the Minimum Commitment during any given month, or for the required period, then CLIENT shall pay to SOUTHDATA/OSG a Minimum Processing Fee in an amount that shall be calculated based upon the Minimum Commitment and the rates and terms provided herein. This Minimum Processing Fee shall include only fees paid for the SOUTHDATA/OSG Services and shall not include any costs or expenses, as defined in paragraph 3.1 herein, and CLIENT shall be responsible for any costs and expenses in addition to the Minimum Processing Fee.

1.5. During the term of this Contract, SOUTHDATA/OSG agrees to produce up to 50,000 invoice images per day to receive next day turnaround time.

PRICING AND BILLING

2.1 The prices and compensation to be paid by CLIENT to SOUTHDATA/OSG for the SOUTHDATA/OSG Services shall be in accordance with the amounts provided in Appendix B hereto (the "SOUTHDATA/OSG Prices").

2.2 The SOUTHDATA/OSG Prices set forth in Appendix B shall remain unchanged for a period of Twenty-Four (24) months from the date of this Contract (the "Initial Pricing Period"). Following the termination of the Initial Pricing Period and at the end of every subsequent twelve month pricing period (collectively the "Pricing Periods"), notwithstanding anything to the contrary contained in this Agreement, SOUTHDATA/OSG in its sole discretion shall have the right, to increase SOUTHDATA/OSG Prices contained in Appendix B for the "Affected Items" during the Pricing Period by the greater of 5.0% or the change in the Consumer Price Index - All Urban Consumers, U.S. city average, base period 1982-84 ("CPI") as reported for the most recently completed Pricing Period.

2.3 The SOUTHDATA/OSG Prices may be revised and amended at any time by the parties hereto in a written amendment signed by each of the parties, in accordance with the terms prescribed herein.

2.4 Any and all statements and bills for SOUTHDATA/OSG Services, including, but not limited to processing fees, and any costs and expenses, shall be due and payable by the CLIENT to SOUTHDATA/OSG upon receipt, and in any event, no less than five (5) days in advance of the next scheduled corresponding production date. SOUTHDATA/OSG may accept orders and customer information and files from CLIENT, but will not commence processing procedures or provision of the SOUTHDATA/OSG Services unless and until payments have been received from the CLIENT with respect to said orders and customer files. SOUTHDATA/OSG shall bill the CLIENT on a monthly basis or more frequently, if the Cycle Requirements dictate.

2.5 During the term of this Contract and any renewals thereof, CLIENT shall be responsible for the payment of any and all applicable federal, state, and local taxes, including, but not limited to sales, excise, use and taxes. Exemption from tax payment will be allowed upon the presentation of written proof of exemption and a valid tax exemption number.

2.6 All statements shall be payable to SOUTHDATA/OSG in the form of cash, or check made payable to "SouthData" at 201 Technology Lane, Mount Airy, NC 27030, or by electronic funds transfer to SOUTHDATA/OSG in accordance with written electronic transfer instructions provided by SOUTHDATA/OSG to the CLIENT.

2.7 In the event that the CLIENT defaults upon or fails to make any payment as scheduled, SOUTHDATA/OSG shall have the right to immediately cease any and all production for the account of the CLIENT.

SouthData
AN OSG COMPANY

COSTS AND EXPENSES

3.1 CLIENT shall be responsible for the payment of all costs and expenses incurred by SOUTHDATA/OSG, including, but not limited to expenses for: postage, shipping, freight, paper, electronic forms, envelopes, flats and other required supplies in connection with providing the SOUTHDATA/OSG Services in accordance with the terms of this Contract.

REPRESENTATIONS AND WARRANTIES

4.1 SOUTHDATA/OSG and the CLIENT jointly and severally represent, warrant and agree as follows:

(a) they have the full legal right, power and authority to enter into this Contract and to consummate all of the transactions contemplated herein;

(b) that in executing and delivering this instrument, they do so freely and voluntarily, with full legal competency to the best of their knowledge, having received adequate independent legal advice from legal counsel, if desired, and under no duress, pressure or coercion which could negate or adversely affect the intentions of the parties as expressed herein; and

(c) that this Agreement, and each and every covenant, promise, representation, warranty and agreement herein, shall be fully binding upon and shall inure to the benefit of the respective heirs, successors, representative, assigns, parents, subsidiaries and other affiliates, of each party herein.

4.2 The CLIENT acknowledges and agrees that any and all data, documents and information provided by SOUTHDATA/OSG to the CLIENT, including, but not limited to computer software programs, computer data and information, and other proprietary information, are and shall remain the sole and exclusive property of SOUTHDATA/OSG.

SouthData
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RELATIONSHIP BETWEEN THE PARTIES

5.1 It is acknowledged and agreed that SOUTHDATA/OSG shall not be considered an agent, employee or representative of the CLIENT. SOUTHDATA/OSG shall not act on behalf of the CLIENT, except as otherwise agreed upon herein. Nothing herein shall be construed in any way to constitute a partnership, joint venture, agency or any other special relationship between SOUTHDATA/OSG and the CLIENT, nor is it the intention of the Parties to establish any such relationship.

5.2 Neither SOUTHDATA/OSG nor the CLIENT is granted any express or implied right or authority to assume or to create any obligation or responsibility on behalf of, or in the name of the other, or to bind the other in any manner or thing whatsoever, without the prior written approval of a duly authorized representative of the other.

5.3 The Parties shall each use reasonable efforts to take all actions as the other may from time to time reasonably request and to otherwise cooperate with the other in order to avoid or minimize any delay or impairment of the performance of the other's obligations under this Contract.

LIMITATION OF LIABILITY/INDEMNIFICATION

6.1 Except for acts constituting fraud, wilful misconduct or gross negligence, SOUTHDATA/OSG, its shareholders, principals, directors, officers, agents, employees and representatives shall not be liable for any damages arising out of the performance of SOUTHDATA/OSG's obligations under this Contract. Notwithstanding the foregoing, under no circumstances will SOUTHDATA/OSG be liable for the damages arising out of the performance of its obligations hereunder or damages arising out of this Contract to the extent that said damages exceed the compensation paid by the Client to SOUTHDATA/OSG for the performance of the SOUTHDATA/OSG Services, nor will SOUTHDATA/OSG be liable for damages for any loss of profits, goodwill, consequential damages.

6.2 Except as provided herein, the CLIENT acknowledges and agrees to indemnify SOUTHDATA/OSG, its shareholders, principals, directors, officers, agents, employees or representatives, as the case may be, for any all claims, demands, debts, liabilities, obligations, costs, expenses, damages, actions or causes or actions, of whatsoever kind or nature, whether known or unknown, without limitation, arising out of or in any way connected to the act or omission to act of CLIENT, arising out of or in any way connected with the performance by SOUTHDATA/OSG of its obligations under this Contract.

SouthData
AN OSG COMPANY

CONFIDENTIALITY

7.1 Except as provided herein, SOUTHDATA/OSG, its employees, agents and representatives shall use reasonable care to preserve the strict confidentiality of all information obtained from the CLIENT, including but not limited to any customer lists and information, financial data or other information designated in writing by the CLIENT as proprietary information ("Client information").

7.2 Except as provided herein, the CLIENT, its employees, agents and representatives shall use reasonable care to preserve the strict confidentiality of all information obtained from SOUTHDATA/OSG, including but not limited to any operating programs, computer programs, data or other information, and other information designated in writing by SOUTHDATA/OSG as proprietary information (the "SOUTHDATA/OSG Information")(the Client information and the SOUTHDATA/OSG information shall be referred to collectively as the "Confidential Information").

7.3 Neither party shall use the Confidential Information for any purpose other than the performance of that party's obligations hereunder nor disclose such information to any third party, without the prior written consent of the other party hereto; provided, however, that the obligation to keep the Confidential Information confidential shall not be applied to information and data that:

(a) is already lawfully in the possession of the disclosing party, and is not subject to any confidentiality provisions;

(b) is or hereafter becomes a matter of public knowledge or is available in the public domain independent of any disclosure by the disclosing party;

(c) is thereafter acquired lawfully from a third party who is not subject to any confidentiality provisions; or

(d) the disclosing party is legally obligated to disclose.

TERM

8.1 This Contract shall come into effect immediately as of the date of execution hereof by both parties, and shall remain in force for a period of Twenty-Four (24) months, except as provided for herein. At the expiration of the term, the Contract, including any modifications thereto, shall automatically renew for successive 12 month term, unless either party provides written notice of non-renewal ninety (90) days prior to the expiration of the term of the Contract, or the renewal period, as the case may be.

8.2 In the event that this Contract shall renew in accordance with paragraph 8.1 herein, the terms of the Contract, including any modifications thereto, shall remain unchanged, except that the pricing terms shall be modified in accordance with paragraph 2.2 herein.

SouthData
AN OSG COMPANY

TERMINATION

9.1 Either SOUTHDATA/OSG or CLIENT may terminate this Contract with regard to its respective obligations hereunder at any time by giving the other party written notice of such termination, upon the occurrence of any of the following:

(a) any material breach of any of the terms or conditions hereof having been committed by either party, if the breaching party fails to remedy such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party; or

(b) the bankruptcy or insolvency of either party, including, but not limited to any of the following: assignment for the benefit of creditors, inability to pay debts when due, commencement of procedures for compulsory reorganization, and management or significant assets or property being involuntarily taken over in whole or in part by any governmental office, agency or authority; or

(c) the mutual consent of the CLIENT and SOUTHDATA/OSG to terminate this Contract.

9.2 In the event that SOUTHDATA/OSG terminates this Contract in accordance with paragraph 9.1(a) herein, or if the CLIENT terminates this Contract for any reason other than those specified in paragraph 9.1(a) prior to satisfying its Minimum Commitment, the CLIENT agrees that it shall be liable to SOUTHDATA/OSG for liquidated damages ("Liquidated Damages") for its early termination, it being understood and agreed to by the parties that the measure of actual damages noted would be difficult to determine. The Liquidated Damages shall be an amount equal to the product of (a) the Minimum Commitment and (b) the sum of the number of months remaining in the term of the Contract and the number of months that any statements remain unpaid by the CLIENT.

9.3 Nothing herein shall be construed to limit or otherwise affect the rights and remedies of SOUTHDATA/OSG at law or in equity under this Contract, or in the event that the CLIENT terminates this Contract.

9.4 In the event of termination of this Contract by either party, the rights and obligations of each party hereunder shall cease, except the obligation of the CLIENT to pay to SOUTHDATA/OSG any accrued but unpaid compensation or expense reimbursement. In addition, each party shall promptly return any and all data, information, programs, materials, and other property held by it in connection with the performance of its obligations hereunder, and the confidentiality provisions defined in paragraphs 7.1, 7.2 and 7.3 herein shall remain in full force and effect for a period of one (1) year.

SouthData
A OSG COMPANY

NOTICES

10.1 All notices or other communications between the Parties hereunder shall be in writing, and shall be delivered, or sent via first class mail and/or facsimile transmission to the following addresses:

To SOUTHDATA/OSG:	To Pender County Tax Administration
201 Technology Lane Mount Airy, NC 27030	300 E Fremont St Burgaw, NC 28425
Telephone: (800)-548-4722	Telephone: 910-259-1221
Attn: Lora Southard	Attn: Justien Pound

10.2 Any party may change its address at any time by giving notice thereof to the other parties in the manner provided in this Article.

10.3 Notices sent via first class mail shall be deemed to have been given at the time when mailed, enclosed in a registered or certified, postage pre-paid envelope addressed to the party at the respective addresses set forth in this Contract, or to such other address which may have been fixed by notice, provided, however, that any change of address shall be effective only upon receipt.

10.4 Notices sent via facsimile shall be deemed to have been given at the time when return confirmation of the said facsimile transmission shall be received by the party providing notice.

DISPUTE RESOLUTION

11.1 In the event that a dispute arises between or among the Parties directly or indirectly arising out of or concerning the meaning or interpretation of this Contract, the Parties shall first attempt to settle such dispute through friendly discussion.

11.2 Any arbitration proceeding shall be conducted within the state of North Carolina. The decision of the arbitrator may be appealed to a court of competent jurisdiction in accordance with the laws of the state of North Carolina.

11.3 Any action or proceeding, including but not limited to any arbitration or litigation, directly or indirectly arising out of or concerning the meaning or interpretation of this Contract shall be settled in State Court in Pender County in the state of North Carolina, United States of America, and the Parties expressly submit to and consent that the courts and authorities of the state of North Carolina shall have exclusive jurisdiction over any such arbitration or litigation. The Parties hereby consent to service, jurisdiction and venue of such courts for any litigation.

11.4 In the event that any action or proceeding, including, but not limited to an arbitration or litigation, is commenced between CLIENT and SOUTHDATA/OSG concerning this Contract regarding the rights and duties of either of the Parties under this Contact, then the party prevailing in such action or proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorneys' fees in such action or proceeding which may be determined by the arbitrator or court in such action or proceeding or in a separate action brought for that purpose.

CONFLICTS OF INTEREST

12.1 The CLIENT acknowledges and agrees that it shall obtain the SOUTHDATA/OSG Services or similar services exclusively from SOUTHDATA/OSG. The CLIENT shall not directly or indirectly enter into any contracts with persons who are in direct competition with SOUTHDATA/OSG for the purposes of providing the same or similar services as the SOUTHDATA/OSG Services without the prior written consent of SOUTHDATA/OSG.

GOVERNING LAW

13.1 This Contract shall be construed in accordance with and governed by the laws of the State of North Carolina.

MODIFICATION AND ASSIGNMENT

14.1 This Contract may not be modified or terminated orally and no modification, termination or alteration shall be valid unless in writing signed by the party against whom enforcement is sought.

14.2 Neither party shall assign any of its rights or obligations, or this Contract in whole or in part, to a third party without obtaining the express, prior written consent of the other party, which consent may be withheld for any reason whatever, and any attempted assignment by either party without such prior written consent will be ineffective and will constitute a breach of this Contract.

ADDITIONAL DOCUMENTS

15.1 The Parties shall execute all additional Contracts and instruments that may be reasonably required in order to carry out the purposes and intent of this Contract and to fulfill the obligations of the Parties hereunder.

COUNTERPARTS

16.1 This Contract may be executed in any number of counterparts, each of which shall be deemed an original and shall be fully binding and effective.

SouthData
AN [illegible] COMPANY

ENTIRE CONTRACT

17.1 This document constitutes the entire agreement between the Parties relating to the SOUTHDATA/OSG Services, and the Parties agree that there are no other understandings or Contracts between them whatsoever relating to the SOUTHDATA/OSG Services.

HEADINGS

18.1 The headings used in this Contract are for convenience only and shall not be used to interpret or construe any of its provisions.

SouthData/OSG	Pender County
By:_____	By:_____
Name: Lora Southard	Name: RANDELL K. WOOD
Title: Vice President Sales	Title: COUNTY MANAGER
Date:	Date: 3-11-19

SouthData
AN OSG COMPANY

APPENDIX A

STATEMENT OF WORK

SOUTHDATA/OSG Control Standards

I. Inventory Controls

A. Inventory controls are maintained by SOUTHDATA/OSG.
B. Paper and Envelope stock will be supplied as part of the SOUTHDATA/OSG packaged services
C. Items included are:
   1. 24lb. OCR bond 8 ½ x 11 micro perforated paper
   2. # 10 double window envelope
   3. # 9 business reply envelope

II. Input Controls

A. Client uploads data to the SouthData secure website
B. Successful transmission is indicated when system provides user with an order number.
C. Processing commences:
1. Addresses are verified for deliverability and postal coded for presort mail discounts
D. Pre-production sampling is performed to check the accuracy of the invoice dates, messages, alignment, etc.
E. Once all input controls are verified, the file is scheduled for production

III. Printing Controls

A. High Speed Laser Printers are utilized within SOUTHDATA/OSG's Customized Workflow System
B. Throughout the printing process:
   1. Monitor print quality and output sequences.
   2. Final review of output, and verification of presort mailing information
C. Reprint any statements via account recovery program
D. Provide accurate workflow tracking throughout the process

IV. Inserting Controls

A. Pre-production machine inspection insures proper material use
B. Verify control totals to ensure all printed pages are inserted
C. "Intelligent" inserters electronically monitor insertion and folding integrity through out
D. Postage totals are verified after each mailing
E. Ability to monitor piece, set, and set to set integrity
F. Verify all totals prior to release to the post office

V. Turnaround Commitments

A. Orders will be printed and mailed within 48 hours following client approval of final proof Monday – Friday, excluding holidays
B. Graphic changes can require 3 – 5 business days to complete.
C. Programming changes can require 10 – 15 days to complete.

VI. Reports

A. Error Standardization Report is included in the NCOA costs. The file will be supplied via website in TXT format.

SouthData

AN ESG COMPANY

APPENDIX B

FEE SCHEDULE

Product	Cost	Includes
Initial Set-up	$0.00	Programming and testing of data, address report set-up, training
Price Per Statement		
DUPLEX Revaluation Notice	$0.107	(1) 8.5 X 11 Simplex instruction sheet & (1) 8.5 x 11, 24# paper, duplex, full color, processing, printing, folding,
		Inserting, #10 standard double window mailing envelope, #9 Standard Remit,
		delivery to USPS
Price Per Item		
Buckslip – 1/3 insert	.035	Black and white text on color paper
Pre-Notice Postcard	$.10	4 X 6 black and white postcard with variable address data on one side, static black and white data on back side
Extra Pages	$0.043	
House holding	$0.01	
Client Supplied Inserts	$0.01	
Changes		
Programming Changes after initial set-up	$125/hr.	

SouthData

AN OSG COMPANY

Graphic Changes After	$65/hr.	
Additional Services		
NCOA	$400/yr.	Addresses are processed through CASS, LACS, DPV, NCOA
IMB Tracing - Optional	$300/yr.	Tracking of individual mail pieces through the USPS
Secure Archive - Optional	$600.00 yr.	Archival and retrieval system containing all mailed pieces, available online
Voice Broadcast - Optional	$0.25 per call	Outgoing notifications to client supplied phone numbers
9X12 Envelopes	$0.35	Envelopes used when more than six pages are inserted together

SOUTHDATA/OSG

By: _____

Name: Lora H. Southard

Title: Vice President of Sales

Date:

Pender County Tax Administration

By: _____

Name: JUSTIAN DOUND

Title: TAX ASSESSOR

Date: 3/4/19

1-800-548-4722
www.southdata.com

A Partnership That Delivers

Pender County Contract _____

SOUTHDATA/OSG

By: _____

Name: _____

Title: _____

Date: _____

Pender County

By: _____

Name: Randell Woodruff

Title: County Manager

Date: 3/11/2019

This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act.

Approved as to form:

_____

County Finance Director

_____

County Attorney

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Wes Stewart
DATE:	August 16, 2021
SUBJECT:	Approval of a Purchase Order to Fairway Ford for the Purchase of Four Vehicles in the amount of $98,972

SUMMARY:
Department of Social Services requests to purchase four vehicles from Fairway Ford. The request to approve funds to purchase Four 2021 Ford Escape was approved in the FY 21 Budget process by the Board of County Commissioners. DSS has compared the cost from three dealerships (Fairway Ford, Bill Carone Ford and Capital Ford). Fairway Ford was chosen based the trim and prices. They are also a local dealership. The State has already approved this purchase for reimbursement.

100-407403 $98,972

ACTION REQUESTED:
The board is requested to authorize a purchase order to Fairway Ford for the purchase of three vehicles in the amount of $98,972

DocuSign Envelope ID: F66B0B76-9F2C-4E6B-88B9-8C6CE5A97111

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
LAKETHA M. MILLER • Controller

July 29, 2021

Mr. O, Wesley Stewart, Director
Pender County Department of Social Services
810 South Walker St
Burgaw, NC 28425

Dear Mr. Stewart:

We have received your county's letter dated June 24, 2021 requesting approval to purchase and expense the 4 vehicles listed below.

Quantity	Description	Purchase Price	Replace or Adding to Fleet	Vehicle Being Replaced
1	2021 Ford Escape	$24,743.00	Replace	2009 Ford Focus
1	2021 Ford Escape	$24,743.00	Replace	2009 Ford Focus
1	2021 Ford Escape	$24,743.00	Replace	2009 Ford Escape
1	2021 Ford Escape	$24,743.00	Replace	2011 Ford Focus

The total purchase price for the four vehicles is $98,972.00. We understand that you will replace existing vehicles. We also understand that these vehicles will be used by staff throughout your county's DSS agency for transportation of clients and staff. Your request to purchase and expense these vehicles is approved. Additionally, any in-state sales tax may not be claimed for reimbursement.

Since these vehicles will be used for staff activities across all areas (Services, Income Maintenance and Child Support) for related business, it is appropriate to report this cost as Part II, Code 310, Fund 1 on the DSS-1571. If you have any questions regarding reporting procedures, please contact the Subsystem County Administration Accounting Unit by email, at (919) 527-6150 or contact your Business Liaison.

Sincerely,

DocuSigned by:
Laketha M. Miller
423C6C605E08405...
Laketha M. Miller

LMM/mkd

cc: Susan Osborne, Suzanne Beasley, Richard Stegenga, Lem Harris, Myra K. Dixon, Kathy Sommese, Pricillia Tabon, Jennifer Gonzales

DS SB

DS LH

DS MD

Savannah Hubach

From: Hugh Highsmith, III <hugh3@fairwayfordburgaw.com>
Sent: Wednesday, June 23, 2021 2:39 PM
To: Savannah Hubach
Subject: [External]se escape quote

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Savannah,

Per our earlier conversation, please find a quote to order a new 2021 Ford Escape SE front will drive.

Specifications:
New 2021 Ford Escape SE suv
Front wheel drive
1.5L turbocharged gasoline engine
Automatic transmission with 8 forward gears
Automatic climate control
Power windows/door locks/mirrors
Power driver's seat
Remote keyless entry keys (2 included in quote)
Push button start
Heated driver and passenger front seats
Heated mirrors
Remote start
Heated steering wheel
17" aluminum wheels
8" center screen
Rearview camera displays in 8" screen
Second row door and rear window privacy glass
Optional mini spare tire in lieu of inflation kit
Optional front and rear seating area floor liners
Cloth seating surfaces
Exterior color: Oxford white
Interior color: Medium gray or black

Selling Price Per Unit Ordered: $24,998.00 (excludes tax, title, license, and registration fees)

Please let me know if you have any questions regarding this quote.

Respectfully Submitted,

Hugh Highsmith, III
Sales Manager
Fairway Ford, Inc.
Burgaw, NC
910-259-2371

Order No: 9999 Priority: ~~H4~~ 2021 ESCAPE Ord FIN: QB444 Order Type: 5B Price Level: 130
Ord Code: 100A Cust/Flt Name: PENDER COUNTY PO Number:

		RETAIL		RETAIL
U9F	S AWD	$27055	SP FLT ACCT CR	
	.106.7" WB		FUEL CHARGE	
YZ	OXFORD WHITE		DEST AND DELIV	1245
V	CLOTH BUCKETS		TOTAL BASE AND OPTIONS	28570
H	EBONY		TOTAL	28570
100A	EQUIP GRP		*THIS IS NOT AN INVOICE*	
996	.1.5L ECO ENGINE	NC	*TOTAL PRICE EXCLUDES COMP PR	
448	.8-SPD AUTOTRANS	NC		
	.225/65R17 TIRES			
	JOB #2 ORDER			
50C	FLR LNR W/O MTS	160		
51U	MINI SP TR/WHL	110		
	17" STEEL WHEEL			
794	PRICE CONCESSN			
	REMARKS TRAILER			

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library F9=View Trailers
S099 - PRESS F4 TO SUBMIT QC07932

Price $24491

does not include tax and tags

PERFORMANCE AUTOMOTIVE

CHRYSLER DODGE Jeep RAM Ford

2021 Ford Escape S

North Carolina Statewide Vehicle Contract #202100002

Category B - SUV/Crossover

Contract Term Dates: May 10, 2021 - May 9, 2023

Standard Features

- 1.5L Ecoboost Engine with Auto Start/Stop
- 8 Speed Automatic Transmission
- Easy Fuel Capless Fuel Filler
- Manual Liftgate
- Tire Inflator/Sealant - Spare Tire is not Standard
- 225/65R-17 105H All Season BSW Tires
- 17" Sparkle Silver Painted Wheels
- Cruise Control
- Cabin Air Filter
- Rotary Gear Shift Selector
- Tilt/Telescoping Steering Wheel
- Power Windows, Power Locks, Keyless Entry
- Rear Window Defrost
- Flip Key with Integrated Key FOB
- SYNC with Voice Recognition
- Transmission Oil Cooler
- Automatic On/Off Headlamps

Drivetrain Configurations

1.5L Gas I-4 Ecoboost	☐	U0F-100A	2021 Ford Escape, FWD, S Trim Level	$ 20,513.12
	☑	[illegible]	[illegible]	[illegible]

NC70A Base Vehicle Configuration

Base Body Configuration

106.7	106.7 Wheel Base	Base

Base Powertrain Configuration

996	1.5L Ecoboost Engine	Base
448	8 Speed Automatic Transmission	Base

Base Interior Configuration

YZ	Oxford White	Base
V	Cloth Seats	Base
H	Ebony Color	Base

Base Package / Options

	Tire Inflator Kit	Base
	17" Steel Wheels	Base
B4A	Fleet Invoice Option	Base
153	Front License Plate Bracket	Base

	Code	Additional Factory Options	MSRP	6% Disc
☐	64U	17" Shadow Silver-painted Aluminum Wheels	$ 595	$ 559.30
☒	51U	Mini Spare Wheel (Replaces Tire Inflator Kit)	$ 110	$ 103.40
☐	41H	Engine Block Heater	$ 90.00	$ 84.60
☐	153	Front License Plate Bracket	N/C	N/C
☐	47B	Easy Access Cargo Shade	$ 135.00	$ 126.90
☒	50B	Floor Liners, Front and Rear (Keeps Factory Carpet Mats)	$ 200.00	$ 188.00
☐	50C	Floor Liners, Front and Rear (Deletes Factory Carpet Mats)	$ 160.00	$ 150.40
☐	50Q	Cargo Mat	$ 100.00	$ 94.00
☐	63E	Remote Start System (includes two separate key FOBs)	$ 495.00	$ 465.30
☐	63C	Splash Guards	$ 210.00	$ 197.40
☐	924	Privacy Glass – Second Row Side and Liftgate	$ 253.00	$ 237.82
☐	60S	Reverse Sensing System	$ 245.00	$ 230.30

	Standard Colors:		Quantity
☐	E7	VELOCITY BLUE METALLIC	
☐	G6	DESERT GOLD METALLIC	
☐	H7	BRONZE FIRE METALLIC	
☐	HX	ANTIMATTER BLUE METALLIC	
☐	JS	ICONIC SILVER METALLIC	
☐	M7	CARBONIZED GRAY METALLIC	
☐	UM	AGATE BLACK METALLIC	
☑	YZ	OXFORD WHITE	1.00
☐			
☐			
☐			
☐			
☐			

	Emergency Equipment/Lighting Upfit		
☐			
☐			
☐			
☐			

Total Price Per Vehicle: $ 23,221.52

Number Units This Spec: 1.00

Total this Order: $ 23,221.52

Notes & Instructions:

Quote Date: 6-21-2021

•Heated seats - front Front wheel

Pender County
Offer from M. Steed on 261 Sloop Point Road, Topsail area

TO:	BOCC
FROM:	Chad McEwen
DATE:	August 16, 2021
SUBJECT:	Offer on surplus property 4204-73-3307-0000

SUMMARY:
The county has declared surplus property located at 261 Sloop Point Road, (parcel ID 4204-73-3307-0000) with a minimum bid amount of $15,000 as assessed by the tax office. Mr. Michael Steed is interested in purchasing the property for $15,500, $500 above minimum bid. There is no building on the land.

ACTION REQUESTED:
Accept offer of $15,500 on parcel ID 4204-73-3307-0000 and direct clerk to advertise upset bid notice.

Nancy Avery

From: Michael Steed <msteed@trueipsolutions.com>
Sent: Thursday, August 5, 2021 10:28 AM
To: Nancy Avery
Cc: Michael Steed
Subject: [External]Offer to Purchase

Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Avery

Please accept this email as our offer to purchase the tract of land owned by the county for parcel id 4204-73-3307-0000 located at 261 Sloop Point Loop Road for $15,500. Please add this to the county commissioners meeting as soon as possible.

If you have any questions or need any additional information, please let me know.

Please confirm receipt of this request.

Thanks!

Michael Steed
CEO, President | True IP Solutions

Phone 910-249-4255
Web www.trueipsolutions.com
Email msteed@trueipsolutions.com
261 Sloop Point Loop Rd, Hampstead, NC 28443

B4226 P0047 03-19-2013 15:35:21.000
Pender County, NC Register of Deeds page 1 of 2 Faye Teachey Prevatte PROF

Faye Teachey Prevatte Register of Deeds
03-19-2013 15:35:21.000 Pender County, NC
NC REVENUE STAMP: $ 4.00 (#53330)

Revenue $4.00
V4204-73-3307-0000

DEED

This deed prepared by Corbett & Fisler, Attorneys at Law, P. O. Drawer 727, Burgaw, NC 28425.

THIS DEED made on February 6, 2013, by:

GRANTOR	GRANTEE
ROBERT H. CORBETT, COMMISSIONER P.O. Drawer 727 Burgaw, NC 28425	**PENDER COUNTY P.O. Box 1047 Burgaw, NC 28425**

The designation Grantor and Grantee as used in this instrument shall include the designated parties, their heirs, successors and assigns.

WITNESSETH:

1. Grantor was empowered to offer the property described below for public sale by the orders entered in Pender County vs The Successors In Interest to Helen P. Batson, et. al., 12 CVS 473 (Pender County, North Carolina), and
2. Grantee became the last and highest bidder.

NOW, THEREFORE, Grantor, for a valuable consideration paid by Grantee, receipt of which is acknowledged, conveys to Grantee in fee simple, the parcel of land located adjacent to and southwest of Pender County Secondary Road #1563 (old Hickory Point road) in Topsail Township, Pender County, North Carolina, a more particular description of which follows:

Beginning at an iron pipe, in the southwestern right-of-way line of Secondary Road #1563, which is located from a nail and cap at the intersection of the centerlines of U.S. Highway #17 and Secondary Road #1563, South 39° 30' East 1320.2 feet and North 50° 30' East 30 feet, and running thence from the BEGINNING, South 50° 30' East 192.04 feet to an iron pipe, South 38° 05' West 14 feet to an iron pipe, South 86° 22' 30" East 304.70 feet to an iron pipe, and North 39° 30' West 222.28 feet to the point of BEGINNING.

Grantee shall have and hold the above land and all its privileges and appurtenances in fee simple.

Title to the property described above is subject to the lien for property taxes which become due after the date of this deed.

This is not the primary residence of Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set his hand on the date first above written.

Robert H. Corbett
Commissioner

STATE OF NORTH CAROLINA, COUNTY OF PENDER

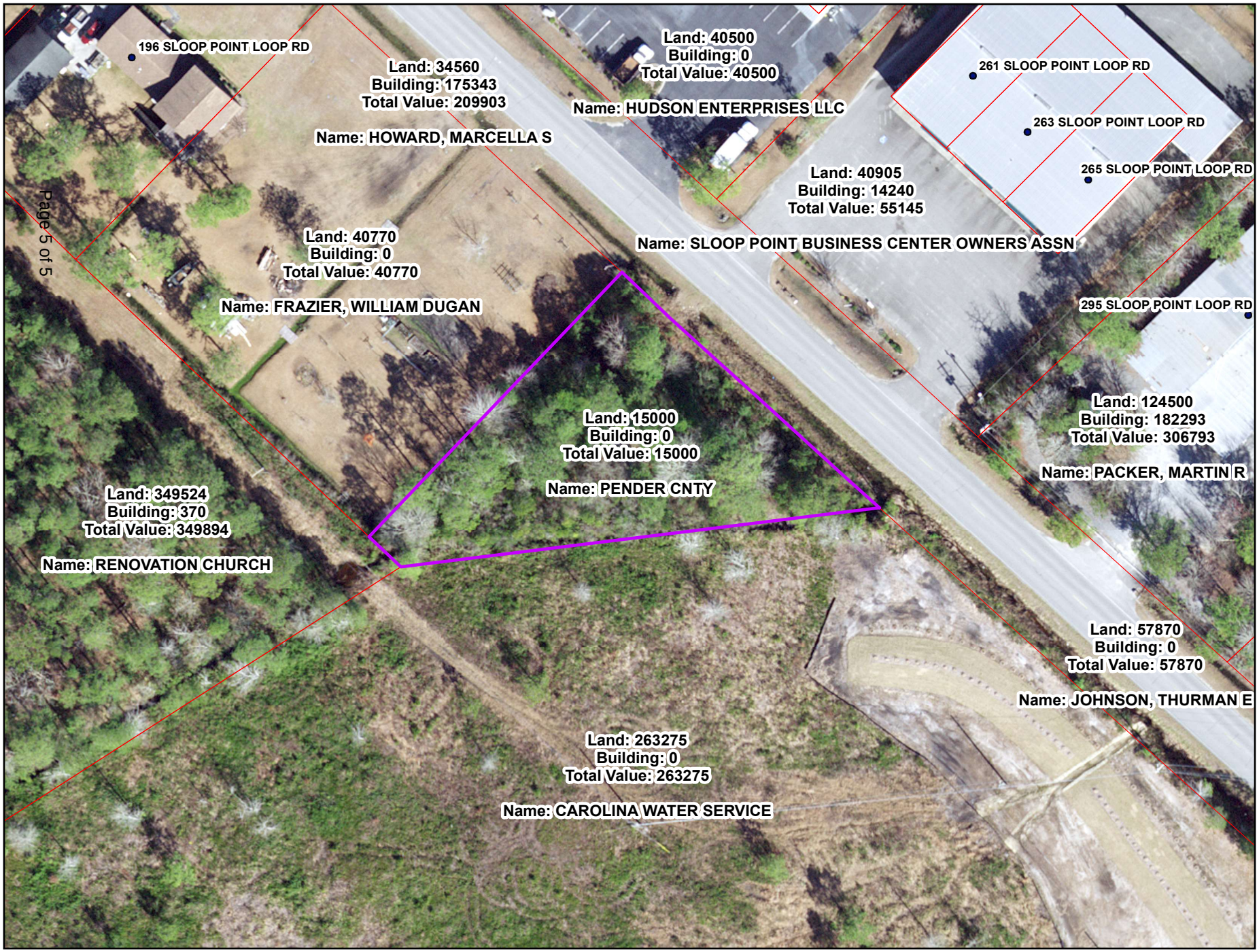
I, Helen F. Schiele, a Notary Public of the County and State aforesaid, certify that Robert H. Corbett, Commissioner, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this 28 day of February 2013.

Helen F. Schiele
Notary Public

My commission expires December 5, 2015.

HELEN F. SCHIELE NOTARY PUBLIC PENDER COUNTY, NC


196 SLOOP POINT LOOP RD
Land: 34560
Building: 175343
Total Value: 209903
Name: HOWARD, MARCELLA S
Land: 40500
Building: 0
Total Value: 40500
Name: HUDSON ENTERPRISES LLC
261 SLOOP POINT LOOP RD
263 SLOOP POINT LOOP RD
265 SLOOP POINT LOOP RD
Land: 40905
Building: 14240
Total Value: 55145
Name: SLOOP POINT BUSINESS CENTER OWNERS ASSN
Land: 40770
Building: 0
Total Value: 40770
Name: FRAZIER, WILLIAM DUGAN
295 SLOOP POINT LOOP RD
Land: 15000
Building: 0
Total Value: 15000
Name: PENDER CNTY
Land: 124500
Building: 182293
Total Value: 306793
Name: PACKER, MARTIN R
Land: 349524
Building: 370
Total Value: 349894
Name: RENOVATION CHURCH
Land: 57870
Building: 0
Total Value: 57870
Name: JOHNSON, THURMAN E
Land: 263275
Building: 0
Total Value: 263275
Name: CAROLINA WATER SERVICE

Pender County
Offer from J. Reyes on surplus property located at 1810 River Bend Road in Burgaw

TO:	BOCC
FROM:	Chad McEwen
DATE:	August 16, 2021
SUBJECT:	Offer on surplus property parcel ID 3331-96-5031-0000

SUMMARY:
The county has declared surplus property located at 1810 River Bend Road (parcel ID 3331-96-5031-0000) with a minimum bid amount of $56,906 as assessed by the tax office. Mr. Joel Reyes is interested in purchasing the property at the minimum bid of $56,906. Per the tax office, there could be some questions on access and dwelling.

ACTION REQUESTED:
Accept offer of $56,906 on parcel 3331-96-5031-0000 from Mr. Reyes and direct clerk to advertise upset bid notice.

Nancy Avery

From: Joel Reyes <joelreyes2@icloud.com>
Sent: Tuesday, August 3, 2021 8:04 AM
To: Nancy Avery
Subject: [External]1810 River bend rd burgaw nc

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I would like to make in offer on this property in mention for the mount of the amount of $56,906.00

3331-96-5031-0000	1810 River Bend Rd Burgaw nc	5/26/21	$15,500.00	**$56,906**

Doc No: 20048421
Recorded: 04/30/2019 01:39:51 PM
Fee Amt: $26.00 Page 1 of 2
Excise Tax: $27.00
Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK **4683** PG **2384 - 2385 (2)**

Excise Tax $27.00	Return after recording to →	Pender County PO Box 5 Burgaw, NC 28425
Parcel ID # 3331-96-5031-0000	*Prepared by* Richard T. Rodgers, Jr.. Esq.	

BRIEF DESCRIPTION FOR INDEX → Lot 13, River Bend II

STATE OF NORTH CAROLINA
COUNTY OF PENDER

DATE
4/23/2019

COMMISSIONER'S DEED

Richard T. Rodgers, Jr., Commissioner Sherman & Rodgers, PLLC PO Box 250 Burgaw, NC 28425	Pender County PO Box 5 Burgaw, NC 28425
"Grantor"	**"Grantee"**

NOTE: When reference herein is made to the GRANTOR and/or the GRANTEE, the singular shall include the plural, the neuter shall include the masculine as well as the feminine.

W I T N E S S E T H

That whereas, Richard T. Rodgers, Jr. was appointed commissioner under an order of the Superior Court of Pender County, North Carolina in the tax foreclosure proceeding entitled Pender County et. al. v. Pamela Jo Jameson et. al. filed at 17-CVS-1120 with the Pender County Clerk of Superior Court; and Richard T. Rodgers, Jr. was directed by the order as commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

Whereas, Richard T. Rodgers, Jr., commissioner, did on , offer the land hereinafter described at a public sale at the Pender County Courthouse door, and Pender County became the last and highest bidder for said land in the amount shown on the Report of Sale or final Upset Bid reflected in the above-referenced Court File; and the sale having been confirmed, and Richard T. Rodgers, Jr., commissioner, having been ordered to execute a deed to the purchaser upon payment of the purchase money;

FOR VALUABLE CONSIDERATION RECEIVED, receipt of which is hereby acknowledged, the GRANTOR hereby has bargained sold and conveyed in fee simple unto the GRANTEE all that certain lot or parcel of land in Pender County more particularly described as follows:

2.

Being all of Lot 13, Section 3 of River Bend II Subdivision according to a map thereof duly recorded in Map 22 at Page 140 of the Pender County Registry, reference to which map is hereby made for a more particular description.

Parcel ID: 3331-96-5031-0000

TO HAVE AND TO HOLD this realty and all privileges and appurtenances thereto belonging unto the GRANTEE its heirs, successors and/or assigns in as full and ample manner as Richard T. Rodgers, Jr., commissioner, is authorized and empowered to convey the same subject to Pender County and Municipal property taxes, the payment of which shall be assumed by the purchaser.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing.

(Entity Name)

By: _____
Title

By: _____
Title

USE BLACK INK ONLY

_____(Seal)
Richard T. Rodgers, Jr., Commissioner

_____(Seal)

TAMMY C. SHERMAN NOTARY PUBLIC PENDER COUNTY, NC (Official Seal)

My commission expires: 4-1-23

STATE OF NORTH CAROLINA, PENDER COUNTY

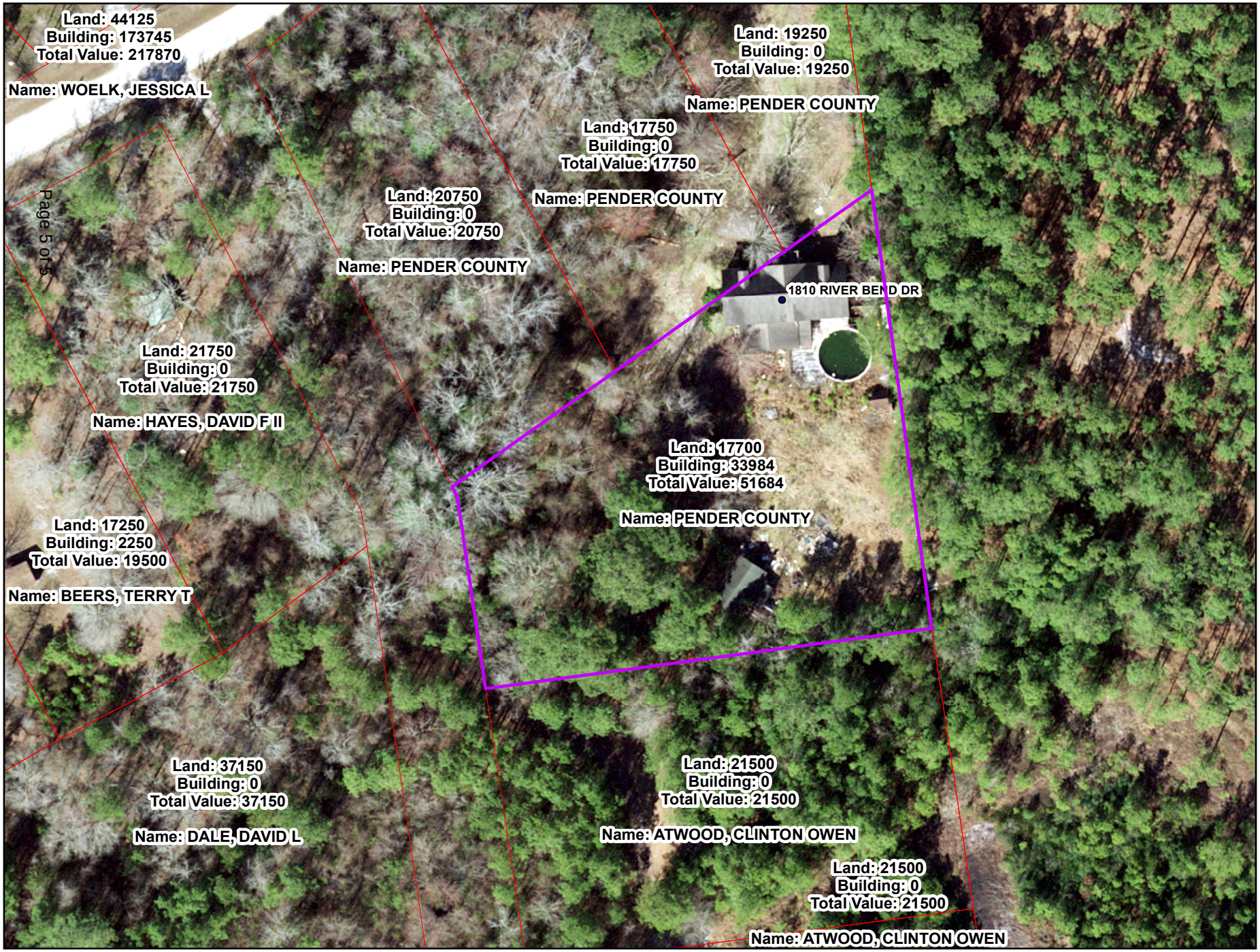
I certify that the following person(s) personally appeared before me this day, acknowledging to me that he is the Commissioner identified in this document evidencing this by personal knowledge and signed this document in my presence: **name(s) of principal(s).**

Richard T. Rodgers, Jr., Commissioner

↓↓***Official Signature of Notary***↓↓

Tammy C Sherman 4-29-19

Tammy Sherman ← ***Printed (or typed) Name of Notary*** **Date:**


Land: 44125
Building: 173745
Total Value: 217870
Name: WOELK, JESSICA L
Land: 19250
Building: 0
Total Value: 19250
Name: PENDER COUNTY
Land: 17750
Building: 0
Total Value: 17750
Name: PENDER COUNTY
Land: 20750
Building: 0
Total Value: 20750
Name: PENDER COUNTY
1810 RIVER BEND DR
Land: 21750
Building: 0
Total Value: 21750
Name: HAYES, DAVID F II
Land: 17700
Building: 33984
Total Value: 51684
Name: PENDER COUNTY
Land: 17250
Building: 2250
Total Value: 19500
Name: BEERS, TERRY T
Land: 37150
Building: 0
Total Value: 37150
Name: DALE, DAVID L
Land: 21500
Building: 0
Total Value: 21500
Name: ATWOOD, CLINTON OWEN
Land: 21500
Building: 0
Total Value: 21500
Name: ATWOOD, CLINTON OWEN

Pender County
Board of Health Presentation

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	August 16, 2021
SUBJECT:	Presentation of 2020 Health Department Annual Report

SUMMARY:
Carolyn Moser will present the 2020 Health Department Annual Report

PENDER COUNTY HEATLH DEPARTMENT

2020 ANNUAL REPORT

Patient Visits		
	2020	2019
Adult Health **	5720	1846
Child Health **	2953	2297
Maternal Health	1225	1417
Family Planning	1125	1074
Sexually Transmitted Infections (STI)	580	608
Tuberculosis (TB)	658	821
Dental Clinic *	1287	2250
Mobile Dental *	586	868
Total	14,134	11,181

Health Education and Promotion

A MATTER OF BALANCE
MANAGING CONCERNS ABOUT FALLS

Empowering Youth and Families Program

NC STATE EXTENSION Pender County 4-H

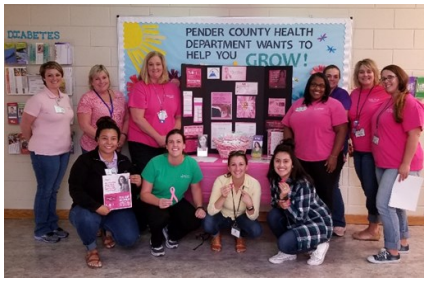
SAMHSA

Women, Infant, & Children (WIC)	
2020	1446
2019	1365

	Immunizations	Flu Vaccines
2020	1004 *	2753
2019	2532	2600

Newborn/Postpartum Home Visits	
2020	11 *
2019	2 ***

Care Management for High Risk Pregnancies (CMHRP)	
2020	966 contacts *
2019	2038 contacts



Labs (In House Only)	
2020	4375 *
2019	5169

Care Management for At Risk Children (CMARC)	
2020	832 contacts *
2019	1430 Contacts

Health Department Facebook		
	2020	2019
Likes	1791	851
Followers	2573	1410

Breast & Cervical Cancer Control Program (BCCCP)	
2020	34 *
2019	49

NORTH CAROLINA Accredited Health Department 2016-2020 Local Health Department Accreditation Board

Pender County Health Department NCPH North Carolina Public Health

COUNTY OF PENDER

Issues that impacted service delivery:

** COVID-19 Pandemic*
*** Numbers include COVID-19 Testing*
**** Staffing shortage/Position Change*

……Building a healthier tomorrow……

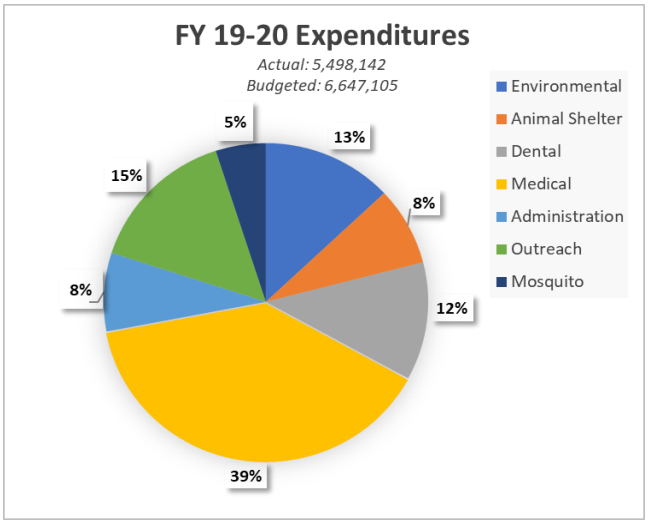
Environmental Health

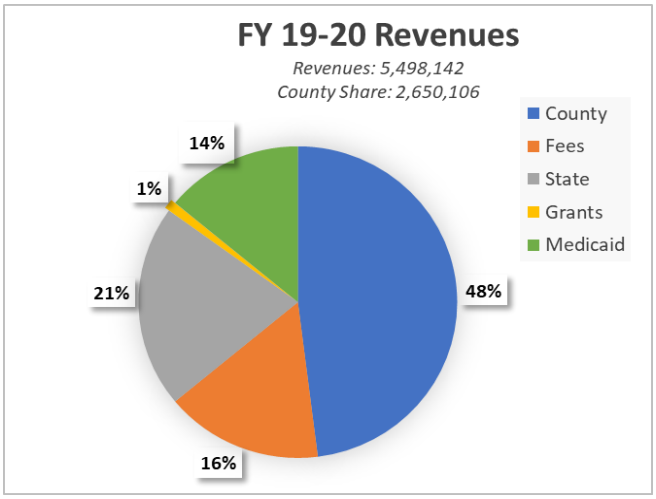
	2020	2019
Food, Lodging, & Institutions		
Restaurant/Cafeteria/Food Stands	597	571
Lodging	7	7
Hospitals/Nursing Homes	26	27
Child Care Facilities	39	38
Swimming Pool	47	44
School	19	19
Tattoo Parlor	7	5
Temporary Food Establishments	0	38
Complaints Investigated	22	31
Total Inspections	764	780
Onsite Waste Water Program		
Septic Applications	634	539
Septic Evaluations	619	521
Septic Finals	427	418
Well Applications	251	215
Well Inspections	204	193
Septic Complaints Investigated	49	53
Water Samples (existing wells)	93	193

Animal Shelter

	2020	2019
Adopted Dogs *	500	758
Adopted Cats *	489	876
Adopted-Other Animals	23	36
Rescues/Transferred to Other Agencies	273	257
Returned to owners	167	241
Trap, Neuter, Release Program	213	
Animal Shelter Facebook		
Likes	23,933	20,262
Followers	24,900	20,800

Finance





PENDER COUNTY HEALTH DEPARTMENT

803 SOUTH WALKER STREET

BURGAW, NC 28425

910-259-1230

……Building a healthier tomorrow……

Pender County
Request for Board Action

TO:	Board Of County Commissioners
FROM:	Gideon Smith
DATE:	August 16, 2021
SUBJECT:	Resolution Requesting Approval of a Zoning Map Amendment from RA, Rural Agricultural to RP, Residential Performance.

SUMMARY:
Sonya and Randall Edens, applicant and owners, are requesting approval of a Zoning Map Amendment to rezone one tract of land totaling approximately 0.97 acres from RA, Rural Agricultural zoning district to RP, Residential Performance zoning district. The subject property totals approximately 0.97 acres and is located on the western side of US HWY 17 (20600 block) immediately across from Union Bethel Road, approximately 0.5 miles south of the intersection of US HWY 17 and Sloop Point Road in the Topsail Township. The subject property may be further identified by Pender County PIN 4215-00-6231-0000.

ACTION REQUESTED:
To hold a Public Hearing and consider the Zoning Map Amendment

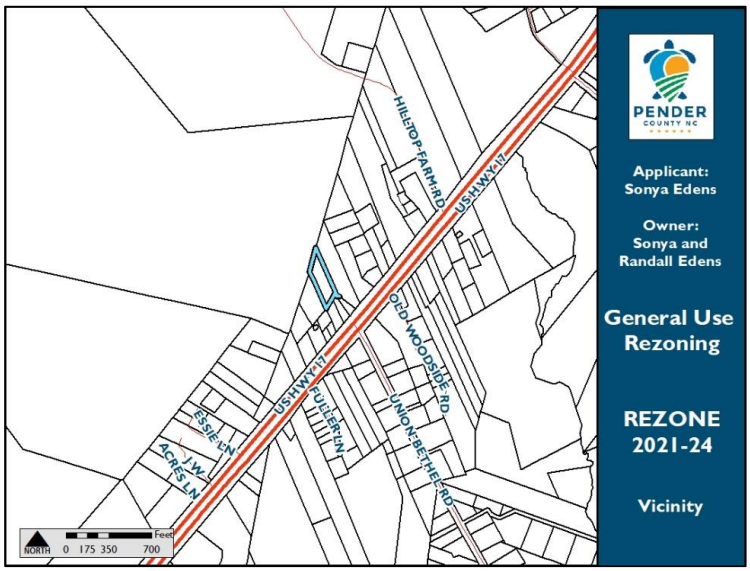
PLANNING STAFF REPORT
ZONING MAP AMENDMENT

SUMMARY:

Hearing Date: July 6, 2021, Planning Board
August 16, 2021, Board of Commissioners
Applicant: Sonya Edens
Property Owners: Randall & Sonya Edens
Case Number: REZONE 2021-24

Rezoning Proposal: Sonya and Randall Edens, applicant and owners, are requesting approval of a Zoning Map Amendment to rezone one tract of land totaling approximately 0.97 acres from RA, Rural Agricultural zoning district to RP, Residential Performance zoning district.

Property Record Number, Acreage, and Location: The subject property totals approximately 0.97 acres and is located on the western side of US HWY 17 (20600 block) immediately across from Union Bethel Road, approximately 0.5 miles south of the intersection of US HWY 17 and Sloop Point Road in the Topsail Township. The subject property may be further identified by Pender County PIN 4215-00-6231-0000.



RECOMMENDATION

Planning Staff is submitting the proposal for Board of Commissioners disposition. The proposed Zoning Map Amendment is compliant with the Pender County Unified Development Ordinance. In addition, the request is consistent with the Future Land Use Map, as well as three policies within the Pender 2.0 Comprehensive Land Use Plan, while conflicting with none.

At the July 6, 2021 meeting of the Pender County Planning Board, the applicant requested to modify the application by removing the front parcel (Pender County PIN 4215-00-8013-0000) from consideration due to ownership concerns. At that time, the applicant requested to table the front parcel of the request until a future date. The Planning Board unanimously voted (5-0) to approve the application modification and proceeded with consideration of the Zoning Map

Amendment request for the rear parcel (Pender County PIN 4215-00-6231-0000). The Board voted unanimously (5-0) to recommend approval of the petition as presented in this report.

Overall, the proposed RP, Residential Performance zoning district rezoning request is generally consistent with the Pender 2.0 Comprehensive Land Use Plan because it is in line with the recommended densities in the Low-Density Residential future land use category and is compatible with the existing development pattern in this area. Therefore, Planning staff recommend approval of the Zoning Map Amendment as detailed in this report.

REZONING PROPOSAL

The applicant is proposing to rezone approximately 0.97 acres from RA, Rural Agricultural zoning district to RP, Residential Performance zoning district. The applicant has indicated that the subject property will be developed as residential with an affordable housing product. However, because this is a general use rezoning, a conceptual plan is not included within the application. In addition, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the RP, Residential Performance zoning district.

If approved, the development of the site must comply with the standards of the RP, Residential Performance zoning district. Due to the size of the property and housing type options, any residential development would be required to apply for applicable building permits. At that time, County zoning standards would be reviewed for compliance with the Pender County Unified Development Ordinance (UDO).

If any non-residential development permitted by right or by Special Use Permit were proposed, that development would be reviewed by the Technical Review Committee (TRC) to ensure compliance with applicable County and State regulations.

Dimensional Requirements
As this is a general use rezoning, the standard setbacks in the RP, Residential Performance zoning district apply and are outlined in the table below. The dimensional standards are proposed to apply uniformly to all buildings and uses on the subject property.

Minimum Setback (Residential Performance)	
Front	30'
Side	10'
Rear	25'
Max. Height	35'
Structure Separation	30'

The minimum lot size in this district for single-family dwellings is 15,000 square feet and 22,000 square feet for duplexes. Section 5.3.2.A.1 of the UDO allows up to 3 residential structures on a parcel provided that each principal residential structure meets the minimum lot size, setbacks, and structure separation in that district. Based upon the area of the subject site, two residential structures could potentially be built. However, those structures would be reviewed to ensure compliance with minimum lot size and minimum setback requirements at the time of building permit application.

Allowable Uses
Because this is a general use rezoning, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the RP, Residential Performance zoning district. The table below provides a general list of typical developments permitted in the RP, Residential Performance zoning district. A comprehensive list of all uses from Section 5.2.3 of the UDO is included in Attachment 1.

	RP, Residential Performance
Permitted Housing Types	Single-family (detached conventional), duplex (attached), accessory dwelling, manufactured home
Nonresidential Uses	≈ 8 uses by-right (solid waste collection, public administration, family care homes, parks, temporary fruit stands, etc. ≈ 33 uses w/ SUP (food/beverage stores, postal services, financial institutions, professional offices, salons, educational services, recreational clubs, etc.)

TRANSPORTATION INFRASTRUCTURE

Access
Access is provided to the subject property via US HWY 17, an NCDOT maintained Principal Arterial Road based on the WMPO Functional Classification Map. However, an access easement may need established for legal access to the subject property.

Traffic
Traffic Impact Analyses are not required for general use rezoning since a site-specific development plan is not required to be included in the application package. The Pender County

UDO requires a Traffic Impact Analysis (TIA) to be completed when a development generates 100 trips in the morning or evening peak hours or over 1,000 trips per day.

Because a Traffic Impact Analysis is not required at this time and is unlikely to be required due to the size of the property and maximum number of residential structures permitted, the volume to capacity ratio for US HWY 17 near the subject site has been provided. This ratio is based on average daily trips and the design characteristics of a given roadway, which can provide a general idea of the function of such roadway. Based upon the available volume to capacity data, US HWY 17 in this area has capacity to handle the anticipated traffic volume increases as a result of the proposed rezoning.

NCDOT Average Annual Daily Traffic (AADT) – 2019; WMPO Roadway Capacities – 2019

Road	Location	Volume	Capacity	V/C
US HWY 17	20600 Block	34,500	44,677	0.77

OTHER INFRASTRUCTURE

Utilities

Public water is available through Pender County Utilities (PCU). According to available GIS data, the nearest PCU water main is located across US HWY 17 near Union Bethel Road. Any connection to this system would require review and approval from PCU.

Based on comments provided by Pluris Hampstead, LLC, their private wastewater lines are not in the vicinity of the subject property. Therefore, it is likely that any proposed development on the subject property will utilize private well and septic, which would be reviewed and approved by Pender County Environmental Health once a building permit application is submitted.

Schools

There is no development proposal associated with this general use rezoning. However, because the proposed request is to rezone the subject property to RP, Residential Performance zoning district, which would allow up to 2 new dwelling units, there is a potential that this proposal will impact the school districts in the area.

ENVIRONMENTAL CONCERNS

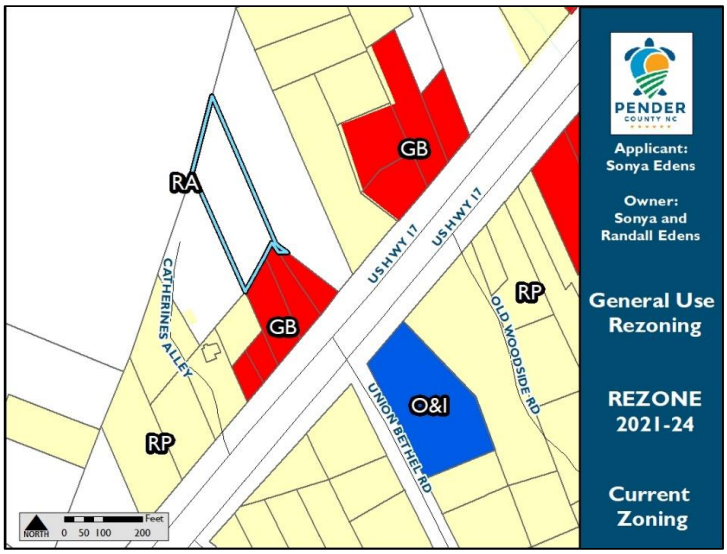
Wetlands and Flood

According to data provided by the North Carolina Division of Coastal Management (DCM) and the National Wetlands Inventory (NWI), there are no wetlands located on the subject property. The subject property is not located within a designated Special Flood Hazard Area.

EVALUATION

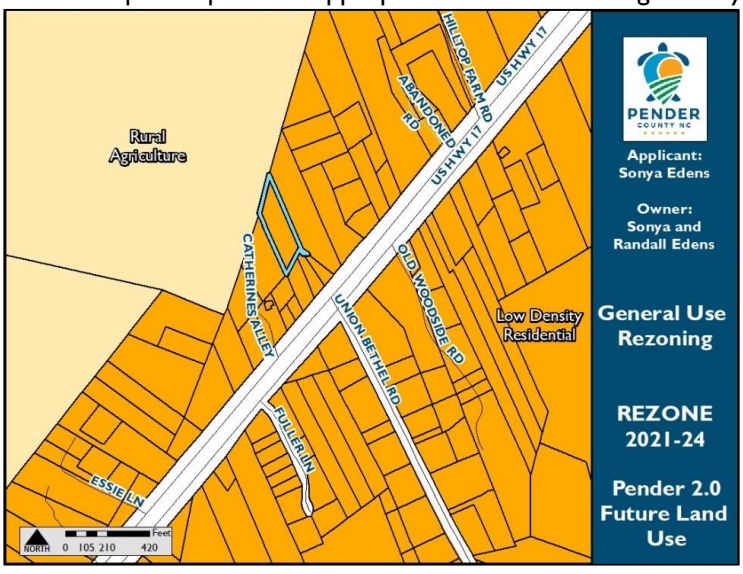
A. **Public Notifications:** Public Notice for the proposal has been advertised in the Pender-Topsail Post and Voice. Adjacent property owners within 500' of the proposed development have been given written notice of the request, and a public notification sign has been placed on the property.

B. **Existing Zoning in Area:** The subject property is currently within the RA, Rural Agricultural zoning district. Properties immediately adjacent to the subject property are currently zoned RA, Rural Agricultural zoning district, GB, General Business zoning district, and RP, Residential Performance zoning district.



C. **Existing Land Use in Area:** The subject property is currently vacant with single-family dwellings to the east and west (RA/RP zoning districts). The adjacent properties zoned GB, General Business zoning district are currently vacant.

D. **Pender 2.0 Comprehensive Land Use Plan Compliance:** The subject property is located within the Low-Density Residential Future Land Use Classification as shown in the Future Land Use Map within the Pender 2.0 Comprehensive Land Use Plan. This future land use category is established in areas that are typically established single-family neighborhoods with a low-density residential development pattern. Appropriate uses include single-family dwellings and neighborhood-scale institutional facilities. Commercial and industrial uses are inappropriate in these areas, as are large institutions and other significant traffic generators. Duplexes and townhomes may be suitable when proposed as part of a master planned community whereby the dimensional requirements and uses forming the outer boundary of the



community are compatible with the adjacent properties or permissible uses. Development density within this category is two dwelling units per acre or less.

The Low-Density Residential future land use category provides opportunities for development densities up to 2 dwelling units per acre (du/ac) and neighborhood-scale institutional facilities. The maximum number of dwellings permitted on the subject site is 2 units, resulting in a density slightly higher (2.06 du/ac) than the preferred density range for this project. However, due to rounding of the density calculation, the proposal is generally consistent with the desired density of this future land use category.

The proposed rezoning is also consistent with the Low-Density Residential future land use category because of its location among other single-family residential uses on properties of similar size. In addition, the development pattern of this section of US HWY 17 is generally characteristic of low-density development with limited commercial and institutional development in the vicinity.

In addition to the Future Land Use Map, the Zoning Map Amendment was found to be consistent with three policies within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 5.1.D: Focused Growth and Development**: The County supports a growth pattern that includes low density single-family residential communities, but also allows for the strategic placement of higher density residential, mixed uses, and commercial development to accommodate and support future population growth, where necessary infrastructure exists or is planned.
>
> **Policy 5.1.V: Residential Development:** The County supports a range of housing types and development at appropriate densities and locations that are compatible with their surroundings and are in accordance with the future land use map.
>
> **Policy 5.1.W: Single-family Residential Development:** The County shall maintain areas exclusively for conventional single-family development. Conversion of single-family homes to two-family and/or multi-family residential uses within established single-family neighborhoods shall be discouraged.

The proposed general use rezoning is supported by the above policies because of its proximity to, and consistency with, other low-density single-family uses in the vicinity. The proposed rezoning and allowable uses within the requested zoning district are also compatible with the surrounding area and existing development pattern.

E. **Unified Development Ordinance Compliance:** Section 3.3.5 of the Unified Development Ordinance provides for standards that shall be followed by the Planning Board and Board of County Commissioners before a favorable recommendation of approval for a rezoning can be made. These standards include evaluating proposals against whether adequate public facilities/services (i.e. water, wastewater, roads, schools, etc.) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as

a result of such change. The standards have been outlined in this report for consideration by the Planning Board and Board of County Commissioners.

3.3.5 Approval Criteria for Rezoning

The reviewing bodies (Planning Board and Board of Commissioners) shall consider the following matters in deciding a rezoning proposal, in addition to any other considerations as detailed in the specific rezoning application type:

A. Whether the entire range of uses permitted by the proposed change would be appropriate to the area concerned, including that the proposed rezoning not:
    1. be detrimental to the natural environment,
    2. adversely affect the health, safety, or welfare of residents or workers in the area,
    3. be detrimental to the use or development of adjacent property,
    4. materially or adversely affect the character of the general neighborhood, and
    5. be reasonable as it relates to the public interest.
B. Whether adequate public facilities/services (i.e.- water, wastewater, roads, schools, etc.) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change;
C. Whether the proposed change is consistent with the County's Comprehensive Land Use Plan, CAMA Land Use Plan, and any other adopted land use document.

RECOMMENDATION

Planning Staff is submitting the proposal for Board of Commissioners disposition. The proposed Zoning Map Amendment is compliant with the Pender County Unified Development Ordinance. In addition, the request is consistent with the Future Land Use Map, as well as three policies within the Pender 2.0 Comprehensive Land Use Plan, while conflicting with none.

At the July 6, 2021 meeting of the Pender County Planning Board, the applicant requested to modify the application by removing the front parcel (Pender County PIN 4215-00-8013-0000) from consideration due to ownership concerns. At that time, the applicant requested to table the front parcel of the request until a future date. The Planning Board unanimously voted (5-0) to approve the application modification and proceeded with consideration of the Zoning Map Amendment request for the rear parcel (Pender County PIN 4215-00-6231-0000). The Board voted unanimously (5-0) to recommend approval of the petition as presented in this report.

Overall, the proposed RP, Residential Performance zoning district rezoning request is generally consistent with the Pender 2.0 Comprehensive Land Use Plan because it is in line with the recommended densities in the Low-Density Residential future land use category and is compatible with the existing development pattern in this area. Therefore, Planning staff recommend approval of the Zoning Map Amendment as detailed in this report.

BOARD OF COMMISSIONERS ACTION NEEDED:

TO APPROVE: Motion to approve the Zoning Map Amendment and to make a finding that the approval is consistent with the following policies in the Pender 2.0 Comprehensive Land Use Plan:

- **Policy 5.1.D**
- **Policy 5.1.V**
- **Policy 5.1.W**

The proposed rezoning is consistent with the Low-Density Residential Future Land Use classification in the Pender 2.0 Comprehensive Land Use Plan because the density is in line with the density and housing type recommendations for this future land use category, is compatible with the existing development pattern in the area, and can provide for affordable housing options.

TO DENY: Motion to deny the Zoning Map Amendment and to make a finding of denial because although the proposal is consistent with the Pender 2.0 Comprehensive Land Use Plan, said denial is reasonable and in the public interest and does not further the goals of the Pender 2.0 Comprehensive Land Use Plan because [INSERT REASONING]…

PLANNING BOARD ACTION FOR GENERAL USE REZONING:

MOTION	SECONDED
Gruntfest	Teachey

APPROVED	DENIED	UNANIMOUS
Yes	–	Yes

McClammy	Jordan	Beaudoin	Buchanan	Gruntfest	Pitts	Teachey
Yes	Yes	Absent	Absent	Yes	Yes	Yes

APPLICATION FOR REZONING (Zoning Map Amendment)

THIS SECTION FOR OFFICE USE			
Application No.	~~ZMA~~ REZONE 2021-24	**Date**	05/07/2021
Application Fee	$ 500	**Invoice**	00017862
Pre-Application Conference	03/21/2021	**Hearing Date**	07/06/2021

SECTION 1: APPLICANT INFORMATION

Applicant's Name:	Sonya Edens	**Owner's Name:**	Randall & Sonya Edens
Applicant's Address:	15226 US Hwy 17	**Owner's Address:**	15226 US Hwy 17
City, State, & Zip	Hampstead, NC 28443	**City, State, & Zip**	Hampstead, NC 28443
Phone Number:	910-619-1737	**Phone Number:**	910-619-1737
Email Address:	Sonya@rscengineering.com	**Email Address:**	Sonya@rscengineering.com

Legal relationship of applicant to landowner: Self

SECTION 2: PROJECT INFORMATION

Property Identification Number (PIN):	4215-00-6231-0000 4215-00-8013-0000	**Total property acreage:**	0.97 0.12
Current Zoning District:	RA GB	**Proposed Zoning District:**	RP RP
Project Address:	Adjacent to 20689 US 17		
Description of Project Location:	Located on US 17 S across from Union Bethel Rd		

SECTION 3: SIGNATURES

Applicant's Signature	Sonya B. Ed	**Date:**	5/5/21
Applicant's Name Printed	Sonya Edens	**Date:**	5/5/21
Owner's Signature	Sonya B. Ed	**Date:**	5/5/21
Owner's Name Printed	Sonya Edens	**Date:**	5/5/21

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Rezoning Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Planning Board or other authorized person agrees to table or delay the hearing.
4. All fees are non-refundable
5. A complete application packet must be submitted prior to the deadline in order to be placed on the next Planning Board Agenda

Rezoning/Zoning Map Amendment Checklist

☑	Signed application form
☑	Application fee
☑	A list of names and addresses, as obtained from the county tax listings and tax abstract, all adjacent property owners, including property owners directly across any road or road easement, and owners of the property under consideration for rezoning.
☑	Two (2) business size envelopes legibly addressed with **first class** postage for each of the adjacent and abutting property owners on the above list.
☑	Accurate legal description or a map drawn to scale showing the property boundaries to be rezoned, in sufficient detail to for the rezoning to be located on the Official Zoning Map.
☑	18 (11"x17") map copies to be distributed to the Planning Board
☑	20 (11"x17") map copies to be distributed to the Board of Commissioners
☑	Digital (.pdf) submission of all application materials
☑	A description and/or statement of the present and proposed zoning regulation or district boundary and stating why the request is being made and any information that is pertinent to the case. If the owner and applicant are different, the letter must be signed by both parties.

Office Use Only

☒	**ZMA Fees:** (*$500.00 for first 5 acres; $10/acre thereafter up to 1,000 acres; $5/acre thereafter)*	**Total Fee Calculation: $**

Attachments Included with Application: (Please include # of copies)

CD /other digital version	☐ Y ☐ N	Plan Sets	# of large	# of 11X17	Other documents/Reports	☐ Y ☐ N

Payment Method:	**Cash :** ☐ $_____	**Credit Card:** ☒ Master Card ☐ Visa	**Check:** ☐ Check # _____

Application received by:	Gideon Smith	**Date:** 05/07/2021
Application completeness approved by:	Gideon Smith	**Date:** 05/07/2021

Dates scheduled for public hearing:
☐ **Planning Board:** 07/06/2021
☐ **Board of Commissioners:** 08/16/2021

RETURN COMPLETED APPLICATION TO:
Pender County Planning & Community Development
805 South Walker Street
P.O. Box 1519
Burgaw, NC 28425

Narrative

PIN: 4215-00-6231-0000 (RA to RP)

PIN: 4215-00-8013-0000 (GB to RP)

The request being submitted is to rezone two contiguous parcels (PIN 4215-00-6231-0000 & 4215-00-8013-0000) from RA (Rural Agricultural) and GB (General Business) to RP (Residential Performance). The parcels are noted as Lot A and Lot B on the submitted survey. The parcels are located just off of US 17 N in Hampstead directly across US 17 from Union Bethel Road. The RA parcel is 0.97 acres and the GB parcel is 0.12 acres in size. Both parcels are currently vacant. The request to rezone is driven by desire to place affordable housing on the parcel(s) similar to the adjacent parcels. The parcels are located along a stretch of US 17 that is primarily residential. There is a mix of RA, RP and GB zoned parcels around the subject sites. The current use of all adjacent parcels is currently residential. The range of uses permitted in the RP zoning district are appropriate for these parcels as it is surrounded by residential uses. The change of zoning shall not provide any additional burden on the public facilities and services that currently serve the parcels. The proposed change is consistent with the Future Land Use Map which shows Low Density Residential in the area. Rezoning of the parcels would allow for better use of the parcels and provide some affordable housing in the eastern Pender County area.

SURVEY REFERENCE:

DEED BOOK 3882 AT PAGE 230
DEED BOOK 464 AT PAGE 28 MINUS DEED BOOK 1383 AT PAGE 87
DEED BOOK 3863 AT PAGE 294 (TRACT 5)
PENDER COUNTY REGISTRY

NOTES:

1. CORNERS ARE MARKED AS NOTED ON MAP.
2. ALL DISTANCES ARE HORIZONTAL FIELD MEASUREMENTS.
3. AREA COMPUTED BY THE COORDINATE METHOD.
4. THIS PROPERTY IS ZONED RA.
5. THIS PROPERTY DOES NOT LIE WITHIN A FLOOD HAZARDOUS AREA.
6. NO KNOWN HORIZONTAL CONTROL WITHIN 2,000'.
7. BUILDING SET BACKS REQUIRED TO BE IN ACCORD WITH THE PENDER COUNTY ZONING ORDINANCE.
   RA – (FRONT 30' // SIDE 15' // REAR 30')
   GB – (FRONT 25' // SIDE 10' // REAR 10')

This map is subject to any easements, agreements or rights of way prior to the date of this map that were not visible at my time of inspection.

No complete title search was performed for this survey.

"This lot is adjacent to a natural drainage way or perennial stream or/and a 20 ft. drainage easement is recorded from the lot to a natural drainage way or perennial stream."

Parcel Identifier Certificate

Parcel Identifiers will be issued for all parcels shown on this plat after recordation.
TAX PIN #4215-00-6231-0000
TAX PIN #4215-00-8013-0000

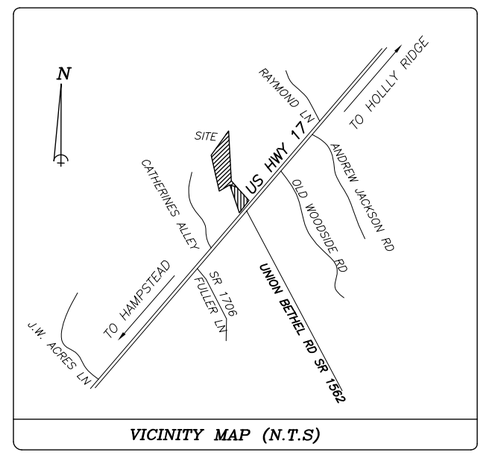
Tax Office _____ Date _____

PARCEL ID # _____

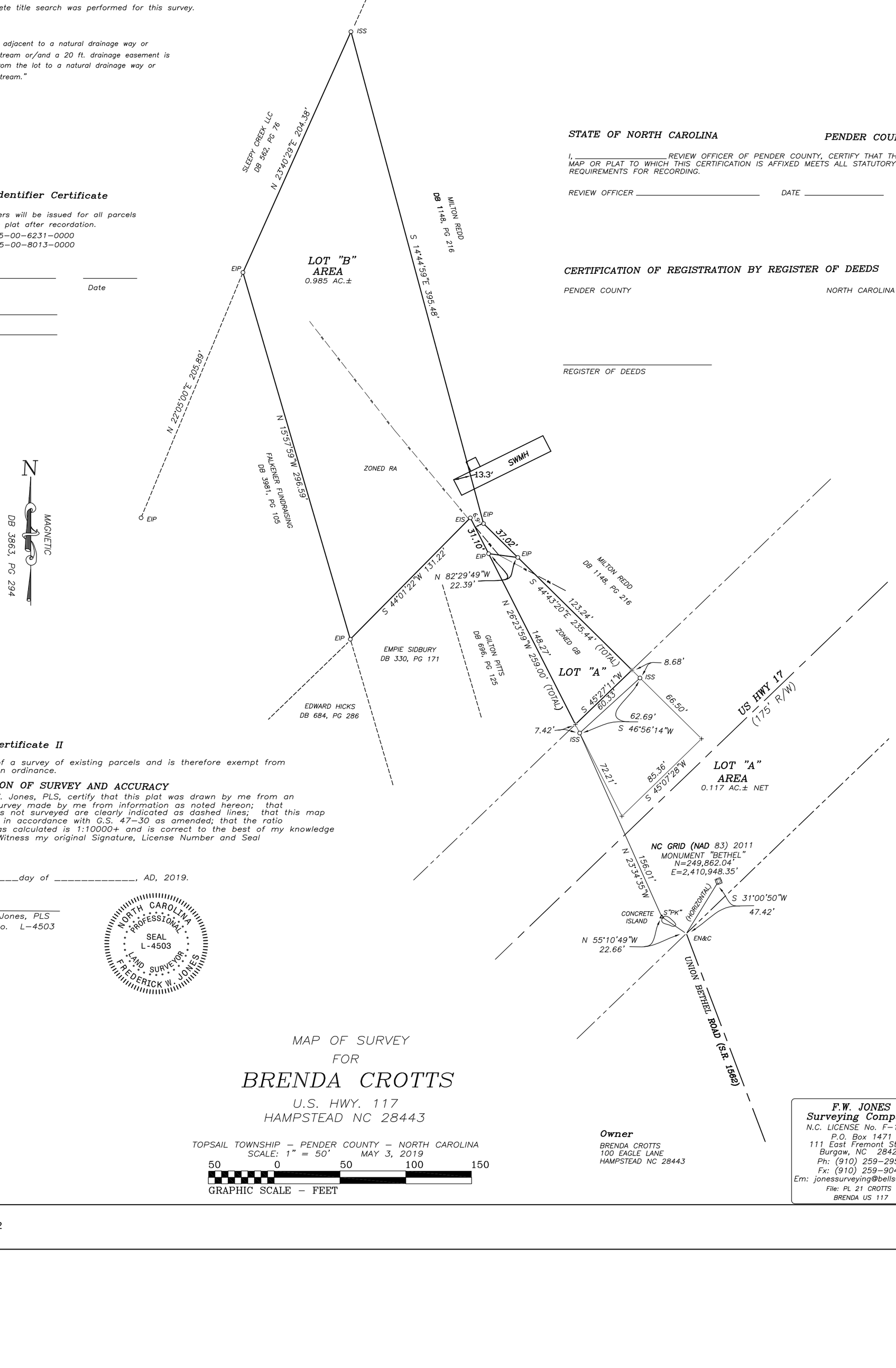
PARCEL ID # _____

LEGEND:

- ○ EIP (EXISTING IRON PIPE) OR EIS (EXISTING IRON STAKE) OR ISS (IRON STAKE SET)
- △ S"PK" (SET PARKER-KALON NAIL) OR EN&C (EXISTING NAIL & CAP)
- ▣ N. C. GRID MONUMENT
- \+ Pt. (POINT)
- PROPERTY LINE
- NON-SURVEYED LINE
- ℄ (CENTER LINE)
- R/W (RIGHT OF WAY)
- OVERHEAD UTILITY LINE
- SWMH (SINGLE WIDE MOBIL HOME)



VICINITY MAP (N.T.S)



STATE OF NORTH CAROLINA PENDER COUNTY

I, _____ REVIEW OFFICER OF PENDER COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ DATE _____

CERTIFICATION OF REGISTRATION BY REGISTER OF DEEDS

PENDER COUNTY NORTH CAROLINA

_____
REGISTER OF DEEDS

Surveyor Certificate II

This plat is of a survey of existing parcels and is therefore exempt from any subdivision ordinance.

CERTIFICATION OF SURVEY AND ACCURACY

I, Frederick W. Jones, PLS, certify that this plat was drawn by me from an actual field survey made by me from information as noted hereon; that the boundaries not surveyed are clearly indicated as dashed lines; that this map was prepared in accordance with G.S. 47-30 as amended; that the ratio of precision as calculated is 1:10000+ and is correct to the best of my knowledge and belief. Witness my original Signature, License Number and Seal

this _____day of _____, AD, 2019.

_____
Frederick W. Jones, PLS
NC License No. L-4503

NORTH CAROLINA PROFESSIONAL SEAL L-4503 LAND SURVEYOR FREDERICK W. JONES

MAP OF SURVEY
FOR
BRENDA CROTTS
U.S. HWY. 117
HAMPSTEAD NC 28443

TOPSAIL TOWNSHIP – PENDER COUNTY – NORTH CAROLINA
SCALE: 1" = 50' MAY 3, 2019

50 0 50 100 150
GRAPHIC SCALE – FEET

Owner
BRENDA CROTTS
100 EAGLE LANE
HAMPSTEAD NC 28443

F.W. JONES Surveying Company
N.C. LICENSE No. F-1036
P.O. Box 1471
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Table of Permitted Uses
Pender County Unified Development Ordinance

5.2.3 Table of Permitted Uses

The Table of Permitted Uses shows those principal uses that are permitted by right, permitted subject to limited use standards, or permitted subject to a Special Use Permit.

TABLE OF PERMITTED USES											
P=Permitted Use D=Permitted w/ Use Standards S=Special Use Approval Required SD=Special Use Approval Required w/ Additional Standards PM=Permitted in conjunction w/ the MDP process											
Use Category Specific Use Type		Residential				Mixed Use	Commercial		Industrial		Special Purpose
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
RESIDENTIAL											
SFD: Detached-Conventional		P	P	P	P	P					
SFD: Detached Zero Lot Line				P		P					
SFD-Attached: Duplex		P	P	P		P					
SFD-Attached: Multiplex				P		P					
SFD-Townhouse (5+ attached)				P		P					
Multifamily (condominium/apartment)				P		P					
Upper Story Residential						P	P	P			
Accessory Dwelling		D	D	P		D					
Accessory Dwelling on Non Residential Principal Uses		D				D			P	P	
Manufactured Home		P	D		P						
Manufactured Home Park					PMD						
ACCESSORY USES AND STRUCTURES											
Accessory Structures		P	P	P	P	P	P	P	P	P	
Cottage Occupations		SD	SD	SD		SD	SD				

Home Occupation		D	D	D	D	D	D				
Agritourism Activities on active farms		D	D	D	D	D	D	D	D	D	D
Sector 21: MINING, QUARRYING, OIL AND GAS EXTRACTION											
Nonmetallic Mineral Mining & Quarrying	2123	S								S	
Except: 212392 Phosphate Rock Mining											
Except: 212321 Borrow Pit Sand Mining			PMDS			PMD					
Sector 22: UTILITIES											
Fossil Fuel Electric Power Generation	221112									S	
Other Electric Power Generation	221119	S	S			S			P	P	
Electric Bulk Power Transmission & Control	221121	S	S	S	S	S	S	S	P	P	
Natural Gas Distribution Except Transmission Lines	221210									P	
Water Supply Facilities*	221310		S			PM				P	
Sewage Treatment Facilities*	221320		S	PMD/S		PMD/S				P	
Except: Sewage Lift Stations*		SD	SD	PMD/S	PMD/S	PMD/S	D	D	D	D	
*County Owned or County Service District Provided Systems=P											

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 23: CONSTRUCTION											
Construction of Buildings	236						D		P	P	
Heavy and Civil Engineering Construction	237						D		P	P	
Specialty Trade Contractors	238						D		P	P	
Sectors 31-33 MANUFACTURING											
Artisan Manufacturing		S	S			P	P		P		
Food Manufacturing	311									P	
Beverage and Tobacco Product Manufacturing	312									P	
Textile Mills	313									P	
Textile Product Mills	314									P	
Apparel Manufacturing	315									P	
Wood Product Manufacturing	321								P	P	
Truss Manufacturing	321214						S		P	P	
Prefabricated Wood Building Manufacturing	321992						S		P	P	
Prefabricated Metal Building and Component Manufacturing	332311						S		P	P	

Paper Manufacturing	322									S	
Converted Paper Product Manufacturing	3222									P	
Printing and Related Support Activities	323								P	P	
Petroleum and Coal Products Manufacturing	324									S	
Synthetic Dye and Pigment Manufacturing	32513									P	
Other Basic Organic Chemical Manufacturing	32519									P	
Resin, Synthetic Rubber & Artificial Synthetic Fibers and Filaments Manufacturing	3252									P	
Pharmaceutical Manufacturing	3254								P	P	
Paint, Coating and Adhesive Manufacturing	3255									P	
Soap, Cleaning Compound and Toilet Preparation Manufacturing	3256									P	
Other Chemical Product and Preparation Manufacturing										P	
Except: 32592 Explosive Manufacturing											
Plastics and Rubber Products Manufacturing	326									P	
Clay Product and Refractory Manufacturing	3271									P	
Ready-Mix Concrete Manufacturing	32732									P	
Concrete Pipe, Brick, & Block Manufacturing	32733									P	

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sectors 31-33 MANUFACTURING											
Other Concrete Product Manufacturing	32739									P	
Gypsum Product Manufacturing	32742									P	
Fabricated Product Manufacturing	332									P	
Machine Shops; Turned Product; and Screw, Nut, and Bolt Manufacturing	3327								P	P	
Machinery Manufacturing	333									P	

Computer & Electronic Product Manufacturing	334								P	P	
Electrical Equipment, Appliance, & Component Manufacturing	335									P	
Transportation Equipment Manufacturing	336									P	
Furniture and Related Product Manufacturing	337								P	P	
Miscellaneous Manufacturing	339								P	P	
Sector 42 WHOLESALE TRADE											
Wholesale Trade	42	S							P	P	
Sectors 44-45 RETAIL TRADE											
Motor Vehicle and Parts Dealers	441	S					P		P		
Furniture and Home Furnishings Stores	442						P		P		
Electronics and Appliance Stores	443	S				P	P		P		
Building Material, Garden Equipment & Supplies Dealers	444	S					P		P	P	
Food and Beverage Stores	445	S	S			P	P		P		
Health and Personal Care Stores	446	S	S			P	P	P	P		
Gasoline Stations	447	S				P	P		P		
Clothing and Clothing Accessories Stores	448	S				P	P		P		
Sporting Goods, Hobby, Book, and Music Stores	451					P	P		P		
Miscellaneous Store Retailers	453	S				P	P				
Non store Retailers	454	S				P	P		P		
Liquefied Petroleum Gas Dealers	454312									P	
Sectors 48-49: TRANSPORTATION AND WAREHOUSING											
Air Transportation	481								P	P	
Rail Transportation	482								P	P	
Truck Transportation	484								P	P	
Transit and Ground Passenger Transportation	485								P	P	
Interurban and Rural Bus Transportation	4852						P		P	P	
Taxi and Limousine Service	4853						P		P	P	
School and Employee Bus Transportation	4854								P	P	

Charter Bus Industry	4855								P	P	
Support Activities for Transportation	4881								P	P	
Support Activities for Road Transportation	4884	S					P		P	P	
Postal Services	491110	S	S			P	P	P			
Couriers and Messengers	492						P	P	P	P	
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sectors 48-49: TRANSPORTATION AND WAREHOUSING											
Warehousing and Storage	493	S							P	P	
Sector 51: INFORMATION											
Information	51					P	P	P	P	P	
Finance and Insurance	52	S	S			P	P	P	P	P	
Sector 53: REAL ESTATE AND RENTAL AND LEASING											
Real Estate and Rental and Leasing	53	S	S			P	P	P	P	P	
Commercial and Industrial Machinery and Equipment Rental and Leasing	5324								P	P	
Sector 54: PROFESSIONAL, SCIENTIFIC AND TECHNICAL SERVICES											
Professional, Scientific, & Technical Services	54	S	S			P	P	P	P	P	
Sector 55: MANAGEMENT OF COMPANIES AND ENTERPRISES											
Management of Companies and Enterprises	55	S	S			P	P	P	P	P	
Sector 56: ADMINISTRATIVE AND SUPPORT AND WASTE MANAGEMENT AND REMEDIATION SERVICES											
Administrative and Support Services	561	S				P	P	P	P	P	
Solid Waste Collection Public	562111	P	P	P	P	P	P	P	P	P	
Solid Waste Collection Private	562111									S	
Solid Waste Landfill	562212									S	
Solid Waste Combustors and Incinerators	562213									S	

Other Nonhazardous Waste Treatment and Disposal	562219	S					S		S	S	
Remediation Services	562910									S	
Materials Recovery Facilities	562920									S	
All Other Waste Management Facilities	56299									S	
Sector 61: EDUCATIONAL SERVICES											
Educational Services	611	P	S			P	P	P			
Business Schools, Computer & Management Training	6114	S				P		P	P		
Technical and Trade Schools	6115	S				P	P	P	P	P	
Other Schools and Instruction	6116	S				P	P	P	P		
Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Ambulatory Health Care Services	621					P	P	P			
Except: Outpatient Mental Health and Substance Abuse Centers	62142						P	S			
Hospitals	622	S				P	P	P			
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Except: Psychiatric and Substance Abuse Hospitals	6222							S			
Except: Outpatient Mental Health and Substance Abuse Hospitals	62142						S	S			
Nursing and Residential Care Facilities	623	S	S			P	P	P			
Except: Residential Mental Retardation, Mental Health & Substance Abuse Facilities	6232	S						S			
Social Assistance	624	S				P	P	P			
Vocational Rehabilitation Services	6243						P	P	P	P	
Sector 71: ARTS, ENTERTAINMENT, AND RECREATION											
Performing Arts Companies	7111	S				P	P				
Spectator Sports	7112	S					P		P		

Promoters of Performing Arts, Sports and Similar Events	7113	S				S	S				
Agents and Managers for Artists, Athletes, Entertainers and Other Public Figures	7114					P	P	P			
Museums, Historical Sites and Similar Institutions	712	S				P	P	P			
Amusement and Theme Parks	713110	S				S	S				
Amusement Arcades	713120						P				
Golf Courses and Country Clubs	713910	S	PM			P					
Fitness & Recreational Sports Centers	713940	S				P	P	P	P		
Bowling Centers	71395					P	P	P	P		
All Other Amusement & Recreation Industries	71399	S				P	P		P		
Aviation Clubs, Recreational	713990	S	S			P	P		P		
Canoeing, Recreational	713990	S	S			P	P		P		
Fishing Clubs, Recreational	713990	S	S			P	P		P		
Flying Clubs, Recreational	713990	S	S			P	P		P		
Guide Services (i.e. Fishing, Hunting, Tourist)	713990	S	S			P	P		P		
Horse Riding, Recreational	713990	P	S								
Outdoor Shooting Ranges	713990	S									
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 72: ACCOMMODATIONS AND FOOD SERVICES											
Hotels and Motels	72111					P	D	D			
Bed and Breakfast Inns	721191	S	S		S	P	P				
All Other Traveler Accommodation	721199	S	S		S	P	P				
RV Parks and Recreational Camps	7212	SD					SD				
Recreational and Vacation Camps	721214	S									S
Rooming and Boarding Houses	721310	S				P	P				
Full Service Restaurants	7221	S				P	P	P	P	P	
Limited Service Eating Places	7222	S				P	P	P	P	P	
Special Food Services	7223	S				P	P	P	P	P	
Drinking Places (Alcoholic Beverages)	7224	S				P	P				

Sector 81: OTHER SERVICES, EXCEPT PUBLIC ADMINISTRATION											
Automotive Repair and Maintenance	8111	S					P		P	P	
Electronic and Precision Equipment Repair and Maintenance	8112	S					P	P	P	P	
Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	8113								P	P	
Personal and Household Goods Repair and Maintenance	8114	S				P	P	P	P	P	
Personal Care Services	8121	P	S			P	P	P	P		
Funeral Homes and Funeral Services	81221	S					P	P	P	P	
Cemeteries and Crematories Except: Private Cemetery	81222	S	S			S	S	S	S	S	
Coin Operated Laundries and Drycleaners	812310	P				P	P				
Dry-cleaning and Laundry Services	812320	S				P	P		P	P	
Linen & Uniform Supply	81233								P	P	
Other Personal Services	8129	S				P	P	P	P		
Pet Care Services	812910	D					D		D	D	
Religious Organizations	8131	P	S			P	P	P	P		
Grant making and Giving Services	8132					P	P	P	P		
Social Advocacy Organizations	8133					P	P	P	P		
Civic and Social Organizations	813410	S	S			P	P	P			
Business, Professional, Labor, Political and Similar Organizations	8139					P	P	P	P		
Public Administration	92	P	P	P	P	P	P	P	P	P	
			Zoning Districts								
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
MISCELLANEOUS USES											
Adult and Sexually Oriented Businesses									S	S	
Adult Retail									S	S	
Bona fide Farm Purposes		D	D	D	D	D	D	D	D	D	D

Child Care Center		P	S			S	P	P			
Community Boating Facility		SD	SD	SD	SD	SD					
Community Boating Facility in conjunction with a Master Development Plan		SD	PMD	PMD	PMD	PMD					
Disaster Volunteer Housing		D	D	D	D	D	D	D	D	D	
Family Care Home		D	D	D	D	D					
Family Child Care Home		P	P			P	P	P			
Industrial Park										SD	
Marina (Commercial)		SD	PMD			PMD					
Portable Storage Containers		D	D	D	D	D	D	D	D	D	
Private Cemetery less than 6,000 sq. ft.		D	D				D	D	D		
Private Cemetery 6,000 sq. ft. and larger		S	S				S	S	S		
Public Parks		P	P	P	P	P	P	P	P	P	
Private Residential Boating Facility		D	D	D	D	D					
Salvage Operations		S								D	
Storage of Merchandise, Materials or Equipment On Site Inside or Outside An Enclosed Building, Excluding Salvage		S							P	P	
Storage of boats and watercraft outdoors or on dry stack structures							S				
Sweepstakes Center							SD		SD	SD	
Telecommunication Facilities		SD	SD			SD	SD	SD	SD	SD	
Telecommunication Facilities – Public Safety		SD	SD			SD	SD	SD	SD	SD	
Temporary Manufactured Homes		P	P			P					
Temporary Modular/Manufactured Offices						P	P	P	P	P	
Temporary Fruit & Vegetable Stands		P	P								
Temporary Buildings for Construction or Development		D	D	D	D	D	D	D	D	D	
Temporary Events		D					D	D	D	D	