

**DRAFT SERVICES AGREEMENT BETWEEN
THE CITY OF SUNNYVALE AND BRODART CO.
FOR PRINT MATERIALS FOR LIBRARY**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("CITY"), and BRODART CO. ("CONTRACTOR"), Pennsylvania corporation.

WHEREAS, CITY is in need of print materials and shelf ready services materials for an opening day collection for City's new Lakewood Library and Learning Center ("Library"), anticipated to open to the public in December 2025 or early 2026; and

WHEREAS, CITY advertised a Request for Proposals (RFP) F24-086 on April 23, 2024, for Print Materials and Shelf Ready Services for Library; and

WHEREAS, CONTRACTOR submitted a proposal on May 23, 2024 (the "Proposal"); and

WHEREAS, in reliance upon CONTRACTOR's representations regarding its qualifications, CITY finds that CONTRACTOR possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Contract Documents

The complete Contract consists of the following documents: Exhibit A, Scope of Services; Notice Inviting Proposals; Instructions to Proposers; Specifications; Terms and Conditions; and CONTRACTOR's completed Proposal. These documents are all incorporated herein by reference. All exhibits, including all associated attachments, are attached hereto and incorporated herein by reference. The documents and exhibits comprising the complete contract are collectively referred to as the Contract Documents.

Any and all obligations of the CITY and the CONTRACTOR are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

2. Services by CONTRACTOR

It is understood and agreed that tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and work performed and completed as required in the bid documents under the sole direction and control of the CONTRACTOR, and subject to approval of the City.

3. Time for Performance

The term of this Agreement shall be from the date of execution through the first-year anniversary of the Library's Opening Day, defined as the first date the Library is open to the general public, unless otherwise terminated in accordance with Section 16 below. The schedule of performance may be revised by the mutual agreement of CONTRACTOR and the CITY. Agreement may be renewed for up to five additional one-year periods at the sole option of the City.

4. Compensation

In no event shall the total amount of compensation paid by CITY to CONTRACTOR under this agreement exceed the sum of Four Hundred Twenty Thousand Dollars (\$420,000.00), unless upon written modification of this Agreement. CONTRACTOR shall submit invoices to CITY no more frequently than monthly for services provided to date, and in accordance with the compensation schedule outlined in Exhibit "B". All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or accountspayable@sunnyvale.ca.gov. Payment shall be made within thirty days upon receipt of an accurate itemized invoice by CITY's Accounts Payable unit.

5. Wage Rates

CONTRACTOR shall comply with the minimum wage provisions set forth in Section 3.80.040 of the Sunnyvale Municipal Code.

6. Conflict of Interest

CONTRACTOR shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONTRACTOR is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONTRACTOR shall not accept employment or an obligation which is inconsistent or incompatible with CONTRACTOR'S obligations under this Agreement.

7. Confidential Information

CONTRACTOR shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONTRACTOR may become aware in the performance of its services.

8. Compliance with Laws

- A. CONTRACTOR shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONTRACTOR or applicant for employment because of an individual's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, or any other protected characteristic in violation of federal or state law. This prohibition shall apply to all of CONTRACTOR's employment practices and to all of CONTRACTOR's activities as a provider of services to the City.
- B. CONTRACTOR shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

CONTRACTOR is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONTRACTOR. CONTRACTOR is responsible for paying all required state and federal taxes.

10. Indemnity

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described herein, caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful acts of the CITY. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

11. Insurance

The City requires that CONTRACTOR maintain insurance requirements on the Pacific Insurance Network System (PINS). CONTRACTOR shall procure and maintain, at its own expense during the life of this Agreement, policies of insurance as specified in Exhibit "C" attached and incorporated herein by reference and shall provide all certificates and endorsements as specified in Exhibit "C" through PINS for approval by the City Risk Manager prior to CONTRACTOR (or subcontractor) commencing any work under this Agreement.

12. CITY Representative

Diana Castro, Supervising Librarian, as the City Manager's authorized representative ("CITY representative"), shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONTRACTOR Representative

Lisa Miosi, Vice President shall represent CONTRACTOR ("CONTRACTOR representative") in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONTRACTOR pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONTRACTOR representative.

14. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to addressed below as follows:

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

To CITY: Garrett Kuramoto
Superintendent of Libraries
CITY OF SUNNYVALE
P. O. Box 3707

Sunnyvale, CA 94088-3707

To CONTRACTOR: Brodart Co.
Attn: Shelly Emerson
500 Arch Street
Williamsport, PA 17701

15. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

16. Termination

- A. If CONTRACTOR defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay CONTRACTOR, CONTRACTOR at its option may terminate this Agreement if the failure is not remedied by CITY within 30 days after written notification of failure to pay.

17. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing as an amendment to this Agreement signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

18. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

19. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

BRODART CO. ("CONTRACTOR")

By _____
City Manager

By _____

Name and Title

ATTEST:

By _____
City Clerk

By _____

Name and Title

APPROVED AS TO FORM:

By _____
City Attorney

Exhibit "A"
SCOPE OF WORK

Contractor shall work with City to provide an opening day collection (ODC), including "shelf ready" services, for the Library, consistent with the details below and as further specified in the Contract Documents. The Library is currently under construction with an estimated opening date of December, 2025, but construction delays may result in a later opening date. City anticipates that the ODC will be completed one year from the date the library opens to the public. Materials provided by the selected vendor must be appropriate for a public library collection consisting of mostly popular titles. A variety of formats should be available such as graphic novels, board books, paperbacks, read-along books with CDs, etc.

In addition, after the ODC portion of the project is complete, City may extend this agreement, at its sole discretion, for Contractor to provide ongoing collection development services.

All materials at the quoted price(s) must be delivered F.O.B., Sunnyvale, CA USA with inside delivery.

The City reserves the right to purchase from an alternative source if materials are not available from selected vendor(s).

Services under this agreement shall include the following:

RESPONSE REQUIREMENTS

Provision A (Vendor Services)

Description	Yes or No	Vendor Notes
Provide the ability to create separate Opening Day Collection order accounts as required by the Library.	Yes	
Ability to ship bestsellers and other popular materials ordered pre-publication date to the library with sufficient time to be received by release (street) date.	Yes	
Ability to provide real time stock inventory/checks.	Yes	
Ability to supply at least 90% of the Opening Day Collection orders by a date specified by the Library.	Yes	
Ability for Library to process returns online.	No	Requests for returns can be made by contacting your Customer Care Associate who will issue a return label for the material.
Ability to provide credit or replacement including but not limited to vendor errors and defective materials. Indicate if approval is required.	Yes	See Question 1 below for additional information on our returns policy. Approval is recommended so that Brodart can cover the shipping charges and appropriate credit or replacement can be ensured.
Assign primary contact to the Library's account to assist with customer service issues.	Yes	
Provide online customer support.	Yes	
Provide training for end-users of ordering system and other Vendor services offered. Indicate cost of training, if any.	Yes	Training on any Brodart service or online tool is always provided free of charge.

In addition to the Vendor services requirements listed above, please respond to the items below:

1. Describe your return or refund procedures and additional fees applied for returned materials such as shipping or restocking.

Returns - Brodart order fulfillment issues that result in errors of incorrect processing, wrong title, bind, year or edition, etc. can be resolved by contacting customer care. A replacement or credit will be issued and return of the discrepant item(s) may be requested. A prepaid UPS label will be provided if appropriate. Materials ordered and delivered as the result of customer error or duplication are returnable at the discretion of customer care. A 15% fee will be applied to cover the cost of receiving and returning the items to inventory. Customer is responsible to pay all shipping fees to return these materials. Any item(s) stamped, marked, or accessioned by the library are non-returnable.

Replacements - Authorization from customer care is necessary to receive a free replacement copy. The authorization may be requested by either phone or email. Publisher defective and/or damaged products may be claimed within three months of the invoice date. Customer care may request return of the defective/damaged item. A prepaid UPS label will be provided if appropriate. Missing books or shipments must be reported within three months of invoice date for replacement.

2. Indicate shipping and handling fees for materials shipped from a U.S. address and if shipped from outside a U.S. address, indicate additional fees.

There will be no shipping and handling charges to the library.

3. Describe the general availability of materials and your ability to fulfill orders:
a. How many titles and volumes are readily available in your warehouse(s)?

Print titles – 85,000/Print volumes – 730,000

b. Indicate the percentage of the materials published/released in the past year; in the past 5 years.

Materials published/released in the past year – 47% of titles/85% of volumes

Materials published/released in the past 5 years – 82% of titles/95% of volumes

4. What is your procedure if a library orders 10 copies of a title, and you have 9 copies available in the warehouse?

The Library will choose how to handle a partial quantity during our account setup process. There are 2 options for handling the scenario above:

- 1) Brodart could ship the 9 copies of the title immediately and backorder one copy which would be shipped upon receipt.
- 2) Brodart could allocate the 9 copies of the title to your account and backorder one copy. When the backordered copy arrives we would ship the entire 10 copies.

5. Indicate your fill rate for items that are non-processed, processed and shelf-ready.

Our fill rate averages 98% regardless of what type of processing is applied to the item.

6. Describe the procedures for backordered titles. What is your backordered fulfillment policy and indicate your fill rate for all backordered titles.

Our order fulfillment system places orders with all publishers on a daily basis via FTP or email. In order to provide the fastest possible service to our libraries, we do not require minimum order quantities and we do not accumulate customer orders to meet a minimum order quantity. This policy allows us to fill orders quickly and efficiently. We are able to fill 85% of all customer backorders in 3 weeks, with overall fill rates of 98%.

Prepublication orders are encouraged since this allows the materials to be sent to the library as soon as they are available from the publishers.

7. Indicate the amount of time it would take for the Library to have an established account for shelf-ready orders.

The account setup, Bibz setup and training, collection development setup and list delivery require 1 – 2 months from the date of profiling. The technical setup for the cataloging interface & testing is approximately 3 months.

8. Indicate hours of availability and live response time to resolve customer service issues.

All Brodart representatives respond to inquiries within one business day. Your East Coast Customer Care Associate is available Monday – Friday from 8:00 am – 5:00 pm EST. If the library needs assistance outside of our normal business hours, Shelly Emerson, your Library Services Consultant is available to you 24 hours a day, seven days a week. Shelly is based in California.

9. Describe the environmental sustainability practices of your company.

Environmental Commitment

Brodart's commitment to environmental awareness and preservation is reflected throughout our business. We fulfill our commitment by applying the principles of reduce, reuse and recycle in all of our processes.

Reduce

- Routine energy efficiency studies
- Energy efficient lighting, reducing both energy consumption and CO2 emissions
- Lighting timers and dimmers to reduce energy usage
- Insulation to reduce heat loss and energy usage
- Preventative maintenance and energy management for the heating system reduces oil and natural gas consumption and CO2 emissions

Reuse

- Current, used items are sold to the used book market
- Other used items and outdated inventory are given to employees

Recycle

- Packaging materials contain 100% recycled content and may be recycled by the end user
- Shipping boxes contain 36% recycled content
- Exhibit property is made of sustainable, recyclable and environmentally friendly materials
- Remainder inventory is recycled
- In-house recycling program for paper, metal, cardboard and plastic reduces the amount of waste being sent to the local landfill by more than half

Brodart also promotes environmental responsibility among our employees and we clearly communicate our environmental policy, practices and impact to all interested parties. We believe implementing these practices results in a cleaner, safer work environment for our employees and will ensure the continued stability and availability of natural resources for generations to come.

We continuously evaluate our processes to increase efficiency, minimize waste and comply with environmental guidelines. A concentrated effort is placed on implementing environmental management practices developed to ensure our operations respect, protect and sustain the natural environment.

10. Sunnyvale Public Library commits to supporting equity, access, and inclusion. We provide access to inclusive resources that reflect the diversity of our communities. Describe your company's considerations for supporting equity.

Consideration for Equity

Brodart values diversity and fosters an inclusive work environment. We are an Affirmative Action and Equal Opportunity Employer. As one of our community's largest employers we strive to achieve equity within our organization. We are committed to creating an environment of diversity and inclusion by eliminating racial and social equity barriers. All qualified applicants receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or protected veteran status and are not discriminated against on the basis of disability. Individuals with a disability can request reasonable accommodations as part of the employment selection process. We are a values-driven company and are committed to reflecting those values in how we treat each other and work together.

Provision B (Collection Development)

Description	Yes or No	Vendor Notes
Access to online ordering website with sufficient logins (minimum of 30) and ability for library staff to assign username/credentials at no extra cost.	Yes	See question #2 below for a full description of Bibz, our online collection development and ordering tool.
Additional Vendor website search features with collection development tools. Ability to filter search results using facets, for example.	Yes	See question #2 below for a full description of Bibz, our online collection development and ordering tool.
Ability to provide details for titles listed in the Vendor website.	Yes	See question #2 below for a full description of Bibz, our online collection development and ordering tool.
Ability to create a cart or a list of titles and for library staff to add notes to specific titles on the lists for internal library use (for example, to indicate title was requested by patron).	Yes	See question #2 below for a full description of Bibz, our online collection development and ordering tool.
Ability to create a custom list forthcoming titles based on criteria (e.g. popular authors list).	Yes	See questions #5 (FASTips) and #7 (TIPS) below for a description of the Collection Development Services that meet this requirement.
Check title or selection list against current Library collection.	Yes	See question #2 below for a full description of Bibz, our online collection development and ordering tool.
Ability to provide order history to selectors and acquisitions staff.	Yes	See question #2 below for a full description of Bibz, our online collection development and ordering tool.
Maintain real time price and inventory status information and capability of providing this to Library staff online.	Yes	See question #2 below for a full description of Bibz, our online collection development and ordering tool.

1. Describe your process in supplying Opening Day Collections and what type of service is used to fulfill these orders (e.g. drop ship services)

Opening Day Collection Services

Brodart has extensive experience in providing Opening Day Collection services aimed at fulfilling the core collection needs of new, expanded and renovated libraries. Brodart's team will approach the project as if they were planning for and implementing their own collections. Their professional knowledge and ethics will guide them throughout the project and they will become a fully functioning adjunct professional staff for SPL. Our staff understands all the steps required to plan and deliver successful Opening Day Collections responsive to the needs of the intended audience. Adherence to schedules and deadlines is of paramount importance.

We will assign a project team consisting of a project manager, a collection development librarian, a cataloging services librarian and a customer care associate to work with the library. A profiling session marks the start of each new Opening Day Collection project. The project manager will schedule a project kickoff meeting with the SPL to discuss your expectations. During the meeting our team will develop detailed specifications related to the project schedule, collection development, ordering, cataloging, processing, invoicing, reporting, and fund control. Upon finalization of the timeline and scope of services, your project manager will establish a master project schedule which will guide us from profiling through delivery. SPL will be asked to approve the project documents, acknowledging the assigned tasks and deadlines to ensure on-time delivery of the collection.

Upon approval of the schedule and specifications your Brodart team will begin producing selection lists and establish all production workflow routines. Before committing any of your materials to production, we send the library sample processed books with corresponding cataloging records. Production begins after the library's approval of all samples. Once cataloged and processed, the material will be invoiced and placed into storage.

Shipment and Delivery

Processed material shipments will be made by common carrier and will arrive prepaid for inside delivery. The number and timing of deliveries will be agreed upon by Brodart and the library. The items will arrive in boxes that are shrink-wrapped on a pallet to insure proper protection during storage and shipping.

Each motor freight shipment will be organized by Brodart staff in such a way as to facilitate delivery. The truck will be arranged using the library's shelving sequence as a guide. The last boxes loaded into the truck will be the first, as designated by the library's shelving plan, to be shelved. Each box will be labeled with the collection type and the appropriate Dewey hundred division for nonfiction or first initial of the author's last name for fiction.

On-Site Assistance

A Brodart representative will be on site to assist with the logistics of your delivery. They will be responsible for coordinating all communication with the trucking company to ensure a timely delivery. In addition, they will manage off-loading and delivery of the pallets to the inside of the building. We have extensive experience with deliveries and shelving and we feel you will find our representative to be a tremendous asset on delivery day.

Our team will be happy to work with any unexpected changes that occur during your projects, which may include modification of delivery dates or changes to specifications or project scope. We guarantee on-time delivery of your Opening Day Collection by establishing efficient workflow processes and monitoring task deadlines. In our company's history, Brodart has never missed an Opening Day Collection delivery date.

2. Describe in detail your selector interface and tools that selectors can use for Opening Day Collections, indicating the cost, if any.

Bibz® - Online Collection Development and Ordering Tool

Bibz is Brodart's online collection development and ordering tool. Access to Bibz with unlimited users is offered **free of charge** to the users for the term of this contract. Web-based or on-site training for Bibz is provided at **no charge**.

All of the selection lists created by Brodart for your project will be posted to Bibz for selection and ordering. Bibz displays item status such as "in stock quantity", "on order quantity", "publisher in stock quantity", "available from publisher" or "must order direct". Bibz can also display discounted price and keep a running total for each list. Full-text reviews are available for all of the major library review journals **free of charge**.

The Bibz database is updated with new titles, title status, price information, and new data (such as cover images and full text reviews) on a daily basis. Inventory status shows unallocated inventory. Publisher inventory is also displayed for participating publishers.

Selectors can request that new titles be added to Bibz by emailing us at titlerequest@brodart.com. We'll let you know when the title has been added to the database and you can place your order.

In addition to the selection lists posted by Brodart, you can also create your own selection lists on Bibz. You can search and access other relevant titles, build your own lists, select additional items for your

collections, and place orders online or through most ILS acquisitions modules. Our enhanced features allow you to customize your display and manage user access and grid ordering. You can conduct simple or advanced searches quickly and easily within Brodart's title database of over five million records.

Bibz – Primary Features

Bibz is built on data that is specially groomed for libraries. It offers flexibility in searching, selection, list building and ordering. The interface and selection/ordering tools integrate easily into your existing workflow.

1. Item Search/Display:

- By keyword or exact search for title or series
- Within a large number of databases and resource lists
- Access one or many of the following fields as needed -Age or grade range, Reading program and level, Publication date, Review journals, including number of reviews and issue date, Title, Contributor, ISBN/EAN, Series, Subject, Publisher, Availability, View Brodart and Publisher Inventory, Broad classification, Dewey or Library of Congress classification, Format (Bind), Descriptors (board book, large type, picture book), Language, Print Run, Demand level, Price

2. Access:

- Annotations plus full-text reviews from ten journals
- Custom lists provided through the TIPS, FASTips and Collection Builder services
- Specialty lists built for public libraries
- Link to your library's holdings
- MARC on-order records
- Order History to view item status
- Invoices

3. Build:

- Your own selection lists and orders
- Selection lists to be shared with others in your library
- Local notes for others in your library to see

4. Manage:

- All selection lists, including shared and special
- User access, determined by your administrators
- Prevention of duplicates according to your preferences
- Grids—create templates and revise at your convenience

5. Order:

- With grids reflecting your branch/location codes, collection codes, item types, and funds
- Directly via the Web
- Import records into the library's ILS for EDI ordering
- Access the order history for all of your accounts

Bibz user interface images follow:

Bibz Search Screen

Bibz Keyword 

[HOME](#) **SEARCH** [MY LISTS](#) [RECOMMENDED LISTS](#) [ORDER HISTORY](#)

Active List Name: GBR Test Titles | Titles: 51 | Items: 56 | Total Price: \$1,166.64
Processing Profile: BKS-CAT/PROC (966952*)

Search: Search [Search](#) [Multiple ISBN/UPC Search](#) [Saved Searches](#) [MATCH](#) [CLEAR TEXT](#) [CLEAR ALL](#)

Text Searches

ISBN(s)	UPC(s)
Contributor	Author
Title	Subject
Series	Keyword
Biography	Keyword
Publisher	

Databases & Resource Lists

Awards and Starred Reviews	Best Books for Young Adults Best Fiction for Young Adults Best Multicultural Books List (CSMCL) Book Report Starred Reviews
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Sort/Display Results

Search Criteria

Checked boxes INCLUDE categories in a search.

Availability

Available Must Order Direct In Stock On Order [All Titles](#) [REMOVE](#)

Broad Classification

Biography Easy Fiction Nonfiction Reference [All Broad Class](#) [REMOVE](#)

Dewey Range

From to [All Dewey](#) [REMOVE](#)

LC Classification

From to [All LC Class](#) [REMOVE](#)

Formats

<input type="checkbox"/> All Print	<input type="checkbox"/> Hardcover	<input type="checkbox"/> Hardcover Reinforced	<input type="checkbox"/> Library Reinforced	All Formats REMOVE
<input type="checkbox"/> All Prebind	<input type="checkbox"/> Mass Paper	<input type="checkbox"/> Trade Paper	<input type="checkbox"/> Book/CD	
<input type="checkbox"/> All Audio	<input type="checkbox"/> Brodart Bound-Glued	<input type="checkbox"/> Brodart Bound-Sewn	<input type="checkbox"/> McMillan	
<input type="checkbox"/> All Video	<input type="checkbox"/> Audio CD	<input type="checkbox"/> Audio MP3CD	<input type="checkbox"/> Playaway/Digital Audio	
	<input type="checkbox"/> Blu-Ray	<input type="checkbox"/> DVD		

Descriptors

<input checked="" type="checkbox"/> A	<input checked="" type="checkbox"/> Abridged	<input checked="" type="checkbox"/> Adapted	<input checked="" type="checkbox"/> Animated	<input checked="" type="checkbox"/> Atlas	<input checked="" type="checkbox"/> B/W	All Descriptions REMOVE
<input type="checkbox"/> B	<input type="checkbox"/> Bilingual	<input type="checkbox"/> Board Book	<input type="checkbox"/> Book plus	<input type="checkbox"/> Book/CD	<input type="checkbox"/> Book/Software	
<input type="checkbox"/> C	<input type="checkbox"/> Braille	<input type="checkbox"/> Chapter Book	<input type="checkbox"/> Closed Caption	<input type="checkbox"/> Color	<input type="checkbox"/> Combined	
<input type="checkbox"/> D	<input type="checkbox"/> Documentary	<input type="checkbox"/> Easy Reader	<input type="checkbox"/> Encyclopedia	<input type="checkbox"/> Family Film	<input type="checkbox"/> Feature Film	
<input type="checkbox"/> E	<input type="checkbox"/> Graphic Nonfiction	<input type="checkbox"/> Graphic Novel	<input type="checkbox"/> High/Low	<input type="checkbox"/> Instructional	<input type="checkbox"/> Journals	
<input type="checkbox"/> F	<input type="checkbox"/> Large Type	<input type="checkbox"/> Lsd. ed.	<input type="checkbox"/> Novelty	<input type="checkbox"/> Picture Book	<input type="checkbox"/> Pop-Up	
<input type="checkbox"/> G	<input type="checkbox"/> Large Type	<input type="checkbox"/> Reprint	<input type="checkbox"/> Serial	<input type="checkbox"/> Short Stories	<input type="checkbox"/> Song Book	
<input type="checkbox"/> H	<input type="checkbox"/> Tall MM	<input type="checkbox"/> Translation	<input type="checkbox"/> Travel Guide	<input type="checkbox"/> Unabridged	<input type="checkbox"/> Widescreen	

Languages

English Spanish Other [All Titles](#) [REMOVE](#)

Age Range

2-5 2-6 2-8 5-8 7-10 8-12 [All Ages](#) [REMOVE](#)

6-14 6-14 6-19 6-19 6-19 6-19 [All Ages](#) [REMOVE](#)

Grade Range

P-K P-K P-3 K-2 2-3 2-3 [All Grades](#) [REMOVE](#)

3-9 5-9 5-12 9-12 9-12 [All Grades](#) [REMOVE](#)

Reading Programs

Select Program Reading Level: From to [All Programs](#) [REMOVE](#)

Publication Date

From to [All Pub Dates](#) [REMOVE](#)

Entry Date

From to [All Entry Dates](#) [REMOVE](#)

Reviews

At Least: 1 2 3 4 Review(s) [Any Reviews](#) [REMOVE](#)

Bookpage
Booklist
Bulletin of the Center for Children's Books
Horn Book
Horn Book Guide

Demand Level

Hot Titles High Average Moderate [All Demand](#) [REMOVE](#)

Print Run

From to [All Print Runs](#) [REMOVE](#)

Price Range

From \$ to \$ [All Prices](#) [REMOVE](#)

For information or help with this web site, please call 800.474.8882 ext. 6555.
All prices are subject to change without notice.
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Version 2.16.37.1 

Bibz Search Results Screen – Brief Display

BRO DART Bibz

Keyword

HOME SEARCH MY LISTS RECOMMENDED LISTS ORDER HISTORY Active List Name: EBR Test Titles | Titles: 58 | Items: 58 | Total Price: \$1,104.84

Product: BOOKS & AV Processing Profile: BKS-CAT/PROC (999953+)

Search: Search Results

Actions: Add To List List: EBR Test Titles^{rrr} Grid Templates: Select...

Display: Brief Expanded Title Detail Sort Order: Title, Contributor

Global Qty: Displaying results 1 to 100 of 124 Page: 1

Search Filters Qty Title Contributor Format Item No. Dewey Publisher Pub Date Availability Price

Search Filters	Qty	Title	Contributor	Format	Item No. Dewey	Publisher	Pub Date	Availability	Price	
	88	The President and the Freedom Fighter: Abraham Lincoln, Frederick Douglass, and Their Battle to Save America's Soul	Kilmeade, Brian	Hardcover	9780525540571 920	Sentinel	11/02/2021	In Stock:123	\$28.00	
	89	The Prince of the Skies	A R I	Iturbe, Antonio	Hardcover	9781250806987 Fiction	Feiwel and Friends	In Stock:94 On Order:12 Pub Inv:25	\$28.99	
	90	Principles for Dealing with the Changing World Order: Why Nations Succeed and Fail	A R I	Dalio, Ray	Hardcover	9781982160272 327.0904	Avid Reader Press	11/30/2021	On Order:138	\$35.00
	91	Raise a Fist, Take a Knee: Race and the Illusion of Progress in Modern Sports	A R I	Feinstein, John	Hardcover	9780316540933 796.089	Little, Brown and Company	11/16/2021	On Order:260	\$30.00
	92	Ramsay in 10	A R I	Ramsay, Gordon	Hardcover	9781538707814 641.555	Grand Central Publishing	11/02/2021	In Stock:15	\$32.00
	93	Rebel Homemaker: Food, Family, Life	A R I	Barrymore, Drew	Hardcover	9780593184103 641.512	Dutton	11/02/2021	In Stock:123	\$30.00
	94	Republican Rescue: Saving the Party from Truth Deniers, Conspiracy Theorists, and the Dangerous Policies of Joe Biden	A R I	Christie, Chris	Hardcover	9781982187514 324.273	Threshold Editions	11/16/2021	On Order:338	\$28.00
	95	Rock Concert: An Oral History as Told by the Artists, Backstage Insiders, and Fans Who Were There	A R I	Myers, Marc	Hardcover	9780802157911 781.6607	Grove Press	11/09/2021	In Stock:64 On Order:24	\$30.00
	96	The Sentence	A R I	Erdrich, Louise	Hardcover	9780062671127 Fiction	Harper	11/09/2021	In Stock:188 On Order:48	\$28.99
	97	The Seventh Queen: A Novel	A R I	Kelly, Greta	Hardcover	9780062956996 Fiction	Voyager	11/02/2021	In Stock:82	\$27.99
	98	Sis, Don't Settle: How to Stay Smart in Matters of the Heart	A R I	Jenkins, Faith	Hardcover	9780306925337 646.7708	Legacy Lit	11/09/2021	In Stock:44 On Order:40	\$28.00
	99	The Sisters Sweet: A Novel	A R I	Weiss, Elizabeth	Hardcover	9781984801548 Fiction	Dial Press	11/01/2021	In Stock:12 On Order:87	\$27.00
	100	Small Things Like These	A R I	Keegan, Claire	Hardcover	9780802158741 Fiction	Grove Press	11/30/2021	On Order:110	\$20.00

Bibz Expanded Title Display - Bibz provides a wealth of bibliographic information and review citations from all of the major public library review journals.

73 The Midnight Lock     

Author: Deaver, Jeffery

Processing Profile: BKS-CAT/PROC [999953*]

Series: Lincoln Rhyme novel, #15



Classic Fiction	LC: PS3554.E	ISBN-13: 9780525536000	Pub Date: 11/30/2021
Age: Adult	LCCN: 2021036488	Availability: Not Yet	
Language: English	Imprint: G.P. Putnam's Sons	Published	
Demand: Hot (1388)	Print Item: 100000	Publisher: Putnam Juvenile	On-Order: 1644
		Entry Date: 03/01/2021	List: \$28.00
			Net: \$28.00
			Ext. Price: \$28.00

Hardcover

Notes: **Bib No:**

Physical Description: 448 pages ; 23 cm H 9.27", W 6.3", D 1.37", 1.475 lbs.

LC Series: A Lincoln Rhyme novel ;

Brodart Sources: Brodart's Blockbuster List [BLS]
Brodart's Insight Catalog: Adult [INA]
Brodart's TOP Adult Titles [TO]

Bibliographies:
Awards:

Starred Reviews:

TIPS Subjects: [Suspense/Thriller](#)
[Mystery/Detective Fiction](#)
[Psychological Fiction](#)

BISAC Subjects: [FICTION / Thrillers / Crime](#)
[FICTION / Crime](#)
[FICTION / Mystery & Detective / General](#)

LC Subjects: [Detective and mystery fiction](#)
[Novels](#)
[Thrillers \(Fiction\)](#)

SEARS Subjects:

Reading Programs:

Annotations

[Brodart's TOP Adult Titles](#) | 07/01/2021
Publisher Annotation: Jeffery Deaver delivers the latest thriller featuring his beloved protagonists Lincoln Rhyme and Amelia Sachs as they search for a criminal whose fascination with breaking locks terrorizes New York City. Lincoln Rhyme novel series, 448pp., 100K

Journal Reviews

[Booklist](#) | 10/15/2021
Deaver fans sit up and take notice: Lincoln Rhyme is back. It's been three years since the last novel in the series (The Cutting Edge, 2018), which is a long time to wait, but the good news is the wait has been worth it. This is prime Rhyme: a fiendishly smart villain, bewildering crimes, plenty of plot twists, and Lincoln, the quadriplegic criminalist, is at his cranky, belligerent, brilliantly clever best. A man who calls himself the Locksmith is breaking into women's homes while the victims are there, moving things around, leaving creepy messages. Why? He seems to be simply showing off, demonstrating that no security system can keep him out, but what's his plan? And can Rhyme and his associates track the Locksmith down before he escalates? Although he's distracted by a previous case (he may have made an uncharacteristic error during the investigation), Rhyme never loses focus. Deaver is a master plotter, and Rhyme is, as always, a compelling hero, the kind of sleuth whose main appeal comes from watching his mind at work. David Pitt. AMERICAN LIBRARY ASSOCIATION, c2021.

[Kirkus Reviews](#) | 10/15/2021
Quadruplegic ex-cop criminalist Lincoln Rhyme's latest larger-than-life quarry is a man who invades the apartments of sleeping women and ignores their bodies, preferring to mess with their heads. Chagrined that Rhyme's expert testimony ends up persuading several jurors that gangster Viktor Buryak is actually innocent of the murder of laundromat chain owner Alekos Gregorios, Alonso Rodriguez, head of the Detective Bureau, orders the NYPD to sever all ties with outside contractors, imperiling not only Rhyme's long and fruitful association with the department, but maybe even his marriage to Detective Amelia Sachs. The timing of this announcement is especially unfortunate because Rhyme has just begun to work on identifying the Locksmith, who's broken into the homes of fashion marketer and influencer Annabelle Taliessi and two earlier victims, rearranged their tchotchkes, helped himself to a snack, left behind an unsettling note on a page from the tabloid Daily Herald, and locked the door behind him on his exit. The Locksmith, whose point of view Deaver periodically enters, goes on to commit two more break-ins without violence, leaving Rhyme increasingly frustrated and readers wondering if anybody else will ever get killed. The news that Averell Whittaker, longtime publisher of the Herald, is liquidating the scandal sheet to fund a foundation on journalistic ethics may seem to add a more homely dimension to the Locksmith's spree. But what Whittaker's plans really add are new layers of criminal complications that take a hundred pages to wind down. Some readers will be aghast in admiration at the nonstop revelations, others impatient for every last T to be crossed so that they can turn the last page and get to sleep before dawn. In the end, everyone will agree that there's no other detective under the midnight moon like Lincoln Rhyme. 448pg. KIRKUS MEDIA, LLC, c2021.

[Library Journal Prepub Alert](#) | 05/04/2021
The Locksmith: he's New York City's latest criminal mastermind, capable of defeating any bolted door or security system, as he demonstrates by breaking into an apartment and rearranging the owner's personal possessions while she sleeps. The NYPD knows that much worse is to come, and forensic detective Lincoln Rhyme and NYPD Det. Amelia Sachs are on the case. But when the police fire Rhyme as a consultant owing to a mistake made in an earlier case, he must operate in secret. Fans have waited three years for the next Rhyme/Sachs thriller. Barbara Hoffert. 448p. LJ Prepub Alert Online Review. LIBRARY JOURNAL, c2021.

[Publishers Weekly](#) | 09/26/2021
In MWA Grand Master Deaver's disappointing 15th Lincoln Rhyme novel (after 2018's *The Cutting Edge*), Rhyme, a former cop who does consulting as a forensic expert, must deal with the fallout from a devastating courtroom embarrassment. His conclusions about traces of sand are discredited on cross-examination, leading to the acquittal of a known criminal who was charged with the murder of "a psychotic wannabe gangbanger." As this occurs in the middle of a taut gubernatorial race, one of the candidates, the New York City mayor, responds by banning the use of civilian consultants such as Rhyme. That places the criminalist, and his wife, Amelia Sachs, who's an NYPD detective, in a tough spot as a creep known as the Locksmith begins breaking into women's apartments, leaving behind evidence he invaded their space. One of his targets finds a note with the word reckoning that's signed "the Locksmith" on top of some panties. While the mastermind Rhyme seeks has an unusual m.o., the derivative cat-and-mouse plot pulls its punches. Hopefully, Deaver will return to form next time. Agent: Deborah Schneider, Gelfman Schneider Literary. (Nov.). 400p. PUBLISHERS WEEKLY, c2021.

Additional Bibz Features & Functionality

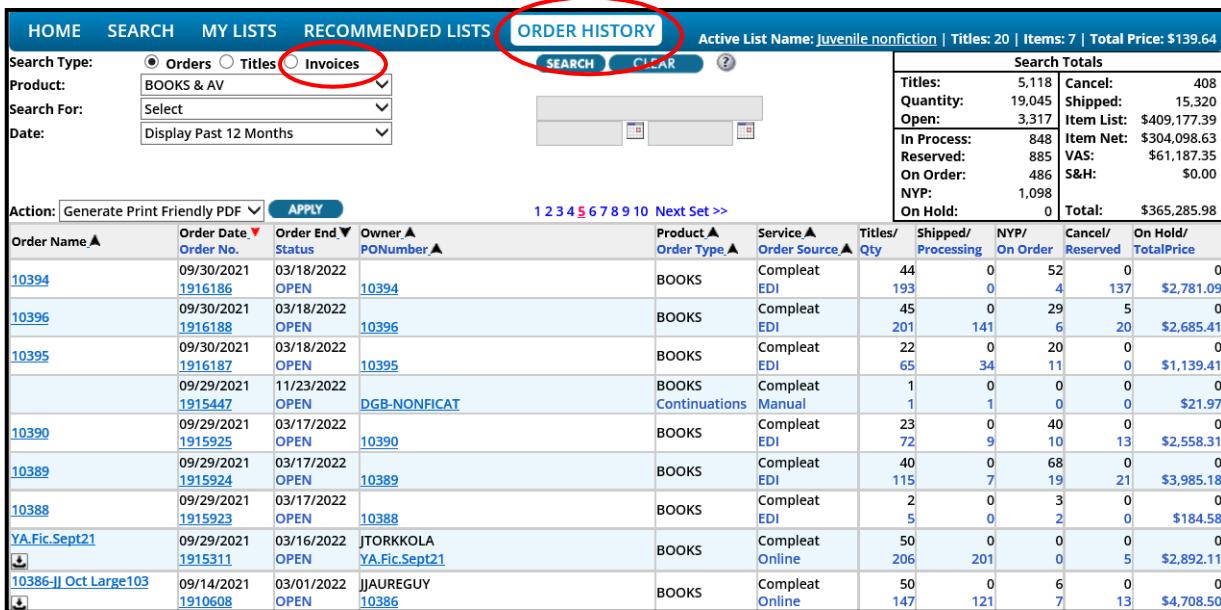
1. **Sort sequence:** Titles in search results and lists default to Title/Author sequence and can be resorted according to your preference.
2. **Duplicate checking:** Bibz provides automatic duplicate checking against all your lists and orders. Icons indicate whether the title is in another list or on a submitted order. In addition, these icons link directly to Duplicate Detail screens. Duplicate check options are also available when adding a title to a list. The user can set the preference for the level of duplicate checking (e.g. do not alert on duplication, check for duplicates in the target list by ISBN, check for duplicates in all lists by ISBN, etc.). In addition to these features, it is also possible to check duplicates for an entire list.
3. **Library Holdings Interface:** When viewing your selection lists through Bibz an “H” icon will serve as an indication that the title is in the library’s public catalog. There are two types of holdings interfaces available in Bibz:
 - **Smart Holdings Interface:** If your ILS is Z39.50 enabled, “Smart Holdings” will automatically search every title on your selection list and only display the  icon for ISBNs that have been verified to be in your catalog. Clicking on the icon will connect you to the title in your online catalog.
 - **Classic Holdings Interface:** If your ILS is not Z39.50 enabled, clicking on the  icon which appears next to every title in Bibz will execute an ISBN search in your catalog and display the title when found.
4. **Grid Templates:** Bibz allows predefined grid templates to be applied to a single title to as many as 100 titles with a single click. These grid templates may have an unlimited number of order lines. Typically there would be one order line per branch. The order lines can indicate location, collection, item type, and fund information. A single list (aka cart) can contain up to 5,000 items and 50,000 order lines. Bibz Grid Management will allow the library to create an unlimited number of grid templates at **no charge**.
5. **Expenditure Reports:** Generate expenditure reports by fund and location.
6. **Administrative functions:** Users can be designated as administrative or non-administrative. Administrative users are empowered to:
 - Create and remove users and assign new passwords
 - Grant user access privileges for assignment of accounts/processing profiles, branches, and funds, as well as order submission
 - Create families and assign membership in those families
 - Set grid values and create grid templates, assigning them to specific users
 - System settings allow the interfacing to your Integrated Library System for holdings lookup
7. **Brief on-order record options:** Bibz.com provides brief on-order records with item level information through the Download MARC Records function within a list.

Records may be downloaded for orders according to your needs. Save them to your local computer or deliver to your ILS FTP site. Our flexible MARC mapping tool enables us to customize your on-order bibliographic records and item records. Brodart enters the accounts, processing profiles, and branch locations. The library would control the values that are loaded for the grids for collection codes, item types, and funds. There is not a limit to the number of funds that can be entered.

8. **Order History:** Access all of your orders submitted to Brodart, regardless of the order source. A summary is provided indicating item status. Orders may be searched and sorted to provide quick reference of specific details. Each order can be opened to show title level detail with current status information such as shipped, in process, back ordered, cancelled, etc.  allows you to download brief MARC records for orders submitted online.

9. **Invoices:** In addition, you are able to view and print invoices by clicking on the radio button for "Invoices" in the Order History screen. You can search for a specific invoice number, ISBN/EAN, purchase order number, packing slip number or account number.

Bibz Order History Screen:



Active List Name: Juvenile nonfiction Titles: 20 Items: 7 Total Price: \$139.64									
Search Totals									
Titles:	5,118	Cancel:	408						
Quantity:	19,045	Shipped:	15,320						
Open:	3,317	Item List:	\$409,177.39						
In Process:	848	Item Net:	\$304,098.63						
Reserved:	885	VAS:	\$61,187.35						
On Order:	486	S&H:	\$0.00						
NYP:	1,098								
On Hold:	0	Total:	\$365,285.98						

3. **Specify additional vendors used to fulfill non-English language materials and indicate if additional to the Vendor services requirements listed above, please respond to the items below:**

To meet the diverse needs of today's multicultural society we offer expertly selected collections of Spanish language materials. We currently offer approximately 80,000 Spanish language titles distributed by over 2,300 imprints. These include titles published originally in Spanish as well as translations of English titles. Offshore titles, through U.S. distributors, are evaluated to be sure they are appropriate for U.S. libraries. Because some of these titles are acquired Offshore, we recommend a longer backorder period of at least 120 days. Spanish titles are available fully cataloged and processed. While some titles in other foreign languages are available through Brodart, Spanish is our focus.

4. Describe automatic purchase plans and/or customized vendor selection.

FASTips®

Brodart offers standing orders for popular adult and youth fiction and nonfiction through FASTips (Frequent Author & Series TIPS). This is a **free service** that allows SPL to set your preferences one time and receive your books automatically. You can edit your selections at any time, adding or removing authors or series and adjusting quantities. The profiling is very flexible and can accommodate unique needs. Most FASTips orders are based on author or series lists.

Brodart offers the following lists to assist the library; however, these are not closed lists and the library can add authors or series as needed.

- Adult Authors—African-American, Urban Literature, Fiction, Inspirational, Nonfiction
- Adult Series—Fiction, Graphic Novels, Nonfiction and Biography, Travel Guides
- Children's Authors
- Children's Series—Chapter Books, Easy Readers, Fiction, Graphic Novels, Nonfiction, Biography, Picture Books and Board Books
- Teen Authors
- Teen Series—Fiction, Graphic Novels, Nonfiction and Biography

Other sources such as starred reviews, bestseller lists, and Brodart programs can also be used for FASTips automatic orders. Special collection areas that can be covered by FASTips include board books, large print, browsing paperbacks, travel books, and Spanish.

The library would first select the authors, series, or other criteria desired. Then they would set other parameters for the automatic order including format (bind preference), classification, age range, material types, and maximum price. The library would also set the timeframe for ordering. Three months prepublication is the current standard.

Orders can be prepared by Brodart and delivered to the library via Bibz with grids applied for branch, quantity, and other grid values. Brodart can submit the order via Bibz or share the list to library staff for review and modification if needed. Orders can then be submitted via Bibz or downloaded as MARC files for import into Sierra for EDI ordering. After the orders are submitted, they are visible with status information through the Order History tab of Bibz. Additional reporting can be arranged through your Customer Care Associate.

Continuations

Continuations is our standing order program for true serials such as test prep or travel guides.

You receive prompt, accurate fulfillment and because of our extensive coverage, your need to research hundreds of titles each year is eliminated. Brodart maintains constant communication with over 50,000 publishers and distributors. Our title file is updated daily, ensuring that the title status information you receive from Brodart's Continuations Department is the most up-to-date available. Some of the key features of continuations include:

- Alternate Year Program - receive books as frequently or infrequently as desired.
- Add new titles to your standing order or adjust existing orders at any time.
- Monthly status reports and Newsletter to keep you up-to-date with your standing order titles
- Dedicated professionals who are knowledgeable about all aspects of the Continuations Service.

TitleQueue.com, Brodart's online Continuations tool, gives access to account details regarding subscriptions to serials and series. You can search for titles and update subscription information to add standing order titles or change current settings. You can also access order confirmations, report claims and request additional copies of invoices. There are many search options, including ISBN, title, series title and publisher.

Taking advantage of Brodart's Continuations Service is easy. Simply list the titles to be ordered with starting volumes, years or editions and the desired quantities. Once Brodart receives the comprehensive title listing which contains your standing order titles, we will immediately begin establishing your account while simultaneously ordering the titles from the various publishers.

To make it easy to transfer to Brodart's Continuations Service, we will also send a cancellation notice to your former supplier. You need only indicate in writing which titles are to be cancelled, your account or purchase order number and the name of the supplier. The Continuations staff works with your library during this transition period to assure a smooth transfer of all standing orders.

Customized Vendor Selection

Most libraries opt to have local staff members select from lists produced by Brodart. However, another option is vendor selection. With vendor selection, care is taken to ensure that the Brodart selectors understand as much as possible about the community to be served, the roles and goals of the library, and other detailed information about the library's selection policies and guidelines. Since all selection activities are somewhat subjective, both parties need to focus on ways to make the process more objective and measurable in order to ensure a successful project.

Selection lists would be created as described in the proposal but given to Brodart's selectors first. All of our selectors have public library experience and would consider themselves to be temporary library staff, selecting just as you would, title by title. Careful consideration would be given to the existing collection and the system-wide collection when new titles are considered.

The library staff can decide whether they want to review/modify the selections or have Brodart place the orders directly. In the first case, the responsibility for budget monitoring is shared, while in the latter case, Brodart assumes responsibility for the proper encumbrance and expenditure of funds.

There is an additional charge for this enhanced level of service. It is a flat fee per item selected by Brodart and is billed monthly for the items selected the previous month. Billing is based on the number of volumes selected by Brodart staff and not on the number of volumes ultimately ordered by the Library. **The cost per item can be quoted after further discussion of the requirements for the project.**

5. Describe integration with collectionHQ or similar services for discovery and selection of materials for the following:

- a. Opening Day Collections**
- b. Books or other materials in non-English languages**
- c. Audiovisual materials and other formats**

While Brodart does not offer collection analysis software that is appropriate and cost effective for a one-time Opening Day Collection, we do provide librarians who can help interpret and utilize data available from third-party software and/or the library's ILS.

Customers providing Brodart with inventory and usage reports can work with a project librarian to ensure collections are in keeping with public library collection trends and industry standards. Brodart librarians work as an extension of your staff to ensure your selection process is in line with your collection goals and the needs of the community. These collaborative efforts begin with a thorough collection development profiling process. (The profiling process is described further below in Provision E Shelf-Ready Services – Question 3.) The resulting order lists can range from the simple to the complex, based on level of customization.

For Opening Day Collections, the library could generate collectionHQ reports such as collection use summaries, top authors or top titles reports by collection category. These reports could be used as part of the opening day profiling process to identify the most important authors, titles, and subjects within each category. Any intelligence gleaned from collectionHQ or the library's own circulation statistics can be used in the profiling process.

For example, libraries send us files of top-circulating titles in specific areas so that those can be ordered for a new branch. Similarly, libraries send us reports of high-use areas as well as overstocked and understocked areas. Brodart would interpret that data in order to judge which areas of the collection are most “ripe” for replenishment and enhancement.

So, when you put together library-friendly data, sophisticated software, and experienced library selectors, you have a synergy of art and science. Algorithms alone cannot keep your collection in good health, but librarians armed with data can.

Any costs associated with this work would most likely revolve around Diamond-level TIPS lists. Depending on the scope of the requirements the cost could reach the level of enhanced Vendor Select services.

6. Describe any additional value-added services provided.

TIPS® - Notification Program

TIPS (Title Information Preview Service) is designed to help your library streamline its ongoing selection process. We identify new titles, gather all pertinent information on those titles, eliminate duplicates, and present you with regular lists of new titles to consider for your collection.

These profile elements, chosen specifically to meet the needs of libraries, allow you either to create a profile that mimics your current title identification and list-building process OR to explore new approaches to the collection-building process. In other words, if you currently compile lists from multiple journal reviews, we can do that for you. Or, if you would like to expand the number of sources from which you draw titles, we can monitor new titles by publisher, series, author or illustrator.

Two levels of TIPS are available to accommodate your specific needs. We do the legwork; you make your selections.

Level 1 - Silver TIPS

Monthly lists of the most popular titles delivered to your online account **free of charge** for Brodart customers. Full-text reviews are provided when available. Silver TIPS Programs include-

Silver TIPS Program	Lists Available
Children's Silver TIPS	Board Books for Libraries
	Top Children's Hardcover Titles
	Top Children's Paperback Titles
	Children's KidSafe Graphic Novels
	Fresh Reads for Kids
	Children's and Teen Nonfiction Picks
Teen Silver TIPS	Top Teen Hardcover Titles
	Top Teen Paperback Titles
	Teen KidSafe Graphic Novels
	Graphic Novel Reads for Teens
Adult Silver TIPS	Blockbusters
	Top Adult Hardcover Titles
	Top Adult Paperback Titles
	UrbanFix

	Christian Fiction
	Large Print TIPS
	Picks for Public Libraries
	Graphic Novel Reads for Adults
Spanish Silver TIPS	Top Spanish Titles
	Adult Spanish TIPS
	Children's & Teen Spanish TIPS

Level 2 - Diamond TIPS Notification Program

Brodart's hallmark TIPS. Review-based, custom profiles for title lists with full-text reviews delivered to your online account weekly, twice monthly, or monthly. Upgrade any TIPS list to Diamond by combining any other parameters with specific review journals. There is no limit on the number of review journals per profile. For example, you might want a Teen Fiction profile based on Booklist and School Library Journal plus a list of authors. Or, you might want an Adult Nonfiction profile that includes Library Journal, Publishers Weekly, and Picks for Public Libraries.

Journals available:

- Booklist (includes online reviews)
- BookPage (includes online reviews)
- Bulletin of the Center for Children's Books
- Horn Book
- Kirkus
- Library Journal (includes online reviews)
- Library Journal Prepub Alert
- Publishers Weekly (includes online reviews)
- School Library Journal (includes online reviews)

Diamond TIPS lists are available on a subscription basis to Brodart customers. Pricing for Diamond TIPS has been included in your Attachment C Cost Proposal.

Collection Builder® Custom Selection Lists

Brodart has identified more than 400 recommended bibliographies, review journals, and other sources, and has indexed them in our up-to-date title database. This extensive resource enables us to produce custom selection lists for a wide range of collection development needs such as collection building in specific areas, coordinated replacement ordering, or planning Opening Day Collections.

- These comprehensive selection lists present the titles in shelf-list order for a systematic approach to collection development.
- Each citation on the list includes call number, author, title, publisher, date, price, ISBN, bind, media, descriptors, age range, title status, review citations, and the sources which contains the title.
- It is easy to review the titles and make your selections in Bibz.
- To request a Collection Builder, tell us the subject to be covered, age levels, types of bindings, pub dates, and other pertinent information. We may provide a profile to walk you through the process.
- Prepared selection lists are typically delivered within one week. These custom selection lists are provided **free of charge** in Bibz to active Brodart customers with the understanding that any titles ordered from these lists are to be ordered from Brodart.

Provision C (Ordering and Shipping)

Description	Yes or No	Vendor Notes
Ability to order utilizing 9xx ordering and EDI ordering.	Yes	Additional information on 9XX and EDI ordering can be found in question #1 below.
Provide order confirmation, acknowledgement, and status information via FTP for uploading into the Library's order records for all titles ordered electronically.	Yes	
Utilize Carrier services with order tracking capability for shipments.	Yes	
Ability for Library to track shipments online.	Yes	Our Consolidated Shipping Statement, will provide advanced notice of order detail as well as tracking information for every item in a shipment.
Handling charges apply to standard library orders.	No	There will be no handling charges applied for these services.

1. Describe in detail the ordering process indicating the use of the following:

- a. 9xx ordering
- b. EDI ordering

Brodart System Interfaces

Brodart has long-standing relationships with every major integrated library system vendor. We continuously work with all of these ILS vendors to manage existing interfaces and develop new functionality when the opportunity arises. We currently have established interfaces with each integrated library system for acquisitions, invoicing, collection development and cataloging. We fully support EDI ordering as well as EDI invoicing. Our interfaces include:

- **EDI Ordering** – Brodart has the ability to receive orders created in Sierra and return EDI order acknowledgements to update Sierra.
- **9XX Ordering** - Brodart also has the ability to upload on-order records with or without 9XX order information from Bibz to Sierra. In addition, item level information received in enriched EDI orders is utilized for both cataloging and processing to meet the library's customized requirements.
- **Invoicing Services** – For orders placed via EDI, electronic invoices can be generated and posted to our FTP site for immediate download. Print invoices can also be mailed to the address designated by the library.
- **Collection Development Services** – Brodart's selection lists can be loaded into your Sierra system.
- **Cataloging Services** – Brodart has developed interfaces with all of the major ILS systems for all levels of our automated and customized cataloging services. Cataloging records as well as holdings records can also be customized to meet your Sierra requirements.

2. Specify frequency of shipment as it related to orders to indicate whether orders are shipped for quantities on hand when order is received or if orders are placed on hold until all quantities ordered are received.

Our standard practice is to catalog and process all in-stock materials immediately upon receipt of the order. Items that are not yet published or go on backorder will be processed upon receipt of the title. There are many set up options available to the library to control the flow of your orders. These options would be reviewed during profiling.

The procedure for shipment of a partial quantity of a title is a decision that Sunnyvale would choose during account setup. There are 2 options for handling partial quantities:

- 1) Brodart could ship the partial quantity that is in stock, backorder the remaining copies, and ship them upon receipt.
- 2) Brodart could allocate the partial quantity that is in stock to your account and backorder the remaining copies. When the backordered copies arrive we would ship the entire quantity for the title.

3. Indicate the processing and delivery times.

The average turnaround time for material receiving Compleat Book-Serv cataloging and processing is 7-10 business days from the time the material is picked from inventory to the time it is ready for shipment.

For Opening Day Collections materials are delivered to our warehouse for storage. For ongoing purchases material is shipped immediately via the best method of shipment (UPS Ground, USPS or common carrier).

4. Indicate the number of order fulfillment centers and locations throughout the U.S.
a. If shipping from outside the U.S. indicate additional fees.

Brodart's has one warehouse located in Williamsport, Pennsylvania. No shipment will originate from outside the U.S.

5. Indicate sources of non-English language materials:
a. What vendors are used?
b. Is there a different order fulfillment cycle for receiving non-English language materials?

We currently offer approximately 80,000 Spanish language titles distributed by over 2,300 imprints. Because some of these titles are acquired Offshore, we recommend a longer backorder period of at least 120 days. While some titles in other foreign languages are available through Brodart, Spanish is our focus.

Provision D (Invoicing/Billing)

Description	Yes or No	Vendor Notes
Ability to provide EDI invoicing, with a limit of 500-line items per invoice.	No	We can try to do this, but it would be very difficult to commit to for an opening day collection of this size.
Ability to provide detailed invoices.	Yes	
Offer prompt payment discounts.	No	
Options to provide a monthly summary billing to allow for one invoice per account regardless of the number of boxes shipped during that month. Invoice can be split into multiple invoices should line items exceed 500.	No	Brodart does offer either a weekly or monthly consolidated invoice, but the invoice cannot be limited to 500 lines and would likely exceed 500 lines for an ODC.
Provide access for Library staff to retrieve copies of invoices and order details online.	Yes	
Ability to provide separate invoices for each account.	Yes	
Ability to provide accounting and invoicing of services, separate from materials invoices.	Yes	
Ability to group items by account number and include fund information per line item and subtotals on the shipping invoice.	Yes	

Provision E (Shelf Ready Services)

Description	Yes or No	Vendor Notes
Ability to provide credits for processing and or cataloging mistakes associated with the shelf-ready services.	Yes	
Ability to implement shelf-ready services for multi-format items (e.g. Children's read along books).	Yes	Additional information on our Compleat Cataloging service can be found in question #1 below.
Ensure shelf-ready materials are delivered before the item release date to be placed in circulation on the release/street date.	Yes	

In addition to the shelf-ready services requirements above, please respond to the items below:

1. Describe your shelf-ready services.

Compleat Cataloging and Processing Services

Brodart's librarians are completely committed to book-in-hand cataloging. Our comprehensive, accurate MARC records are created to meet your library's unique cataloging and classification requirements.

Brodart Cataloging Standards

The Library of Congress is our primary resource for MARC records. When a Library of Congress record is not available, we create an original cataloging record. You can be assured that you will receive full-level, high quality cataloging records for your material. All of our original cataloging records are created according to National rules and standards.

We base our descriptive cataloging on RDA (Resource Description and Access) and the accompanying Library of Congress-Program for Cooperative Cataloging Policy Statements (LC-PCC PSs) or AACR2r (Anglo-American Cataloging Rules, 2nd edition revised) and accompanying Library of Congress Rule Interpretations. When an RDA record is available, we accept and modify the record according to RDA; when an AACR2r record is available, we accept and modify the record according to AACR2r. When both an RDA record and an AACR2r record are available, we will choose the RDA record and modify the record according to RDA. If no record is available, we catalog according to RDA.

In addition, we use Library of Congress Subject Headings, latest edition, Dewey Decimal Classification, 23rd edition, MARC 21 specifications and Guidelines on Subject Access to Individual Works of Fiction, Drama, Etc, (GSAFD, 2nd Edition). We adhere to the Library of Congress rules for both MARC format and authority control.

Our original cataloging records also incorporate the following Brodart standards:

- All names and subjects are authorized.
- A brief annotation in a 520 tag is provided for titles Brodart classifies as Juvenile or Young Adult Fiction or Nonfiction.
- A contents note in the 505 tag is provided for all short stories, play collections and volume sets.
- An age and/or grade level in the 521 tag is provided when it appears on the book.
- Subject Headings in the 6XX tags can include your choice of :
 - Library of Congress Adult subject headings for Adult titles
 - Library of Congress Children's subject headings for Juvenile and Young Adult titles
 - One or more Bilindex subject headings for Spanish and Spanish bilingual material

Compleat Cataloging and Processing Service

Brodart's premier Compleat cataloging and processing service provides material-in-hand cataloging and processing. Our professional team provides expert service to ensure your library's specifications are followed down to the smallest detail.

This personalized service offers the assistance of an experienced installation team to work with your Technical Services Department to profile your local cataloging, classification, processing and account requirements. Your installation team will include a project manager, a cataloging services librarian and a collection development librarian and a customer care associate. Compleat service offers:

- Guaranteed full-level MARC and item records for every item received
- Catalogers searching the library's database via Z39.50 to locate existing records
- Brodart Resource Records for new cataloging
- Book-in-hand analysis to verify and customize cataloging and classification
- MARC record and call number modification to meet your local practices
- Maximize the value of grid templates to incorporate your local collection codes and other acquisitions data
- Item records and local call number mapped to the tags and subfields required by Sierra
- Spine label formatted to your specifications
- MARC and linked item records delivered electronically via FTP or e-mail
- Update library holdings to OCLC
- Physical processing customized to your specifications

Brodart's Compleat cataloging and processing service provides book-in-hand cataloging and item level processing for English and Spanish-language material. Brodart will access your cataloging database via Z39.50. Our cataloging workflow begins with Brodart searching your database to determine if a matching bibliographic record is present. If a matching bibliographic record is found in the database, Brodart will use Z39.50 functionality to save the record to a local file. Your local 09X tag will be used to create a call number for added copies. A holdings tag will be created for each item being added to the collection following your Sierra system's MARC holdings tag mapping requirements.

When new cataloging is required, catalogers will review, modify, and upgrade existing bibliographic records or provide original cataloging to meet your local cataloging practices. A local call number in the 09X tag and a holdings tag will be created for each item being added to the collection following your Sierra system's MARC holdings tag mapping requirements.

After cataloging has been completed, all bibliographic records with holdings data will be saved to files which will be available to the library via FTP or email. An email notification will be sent to library personnel so the records can be retrieved and loaded into your database. These files will be posted once a day. In addition, Brodart can update your holdings to OCLC if desired.

Utilization of our Compleat service is based on a commitment of \$200,000. Pricing for Compleat Cataloging & Processing services has been provided in your Attachment C Cost Proposal.

Physical Processing Services

Brodart's processing options provide libraries with the industry's most comprehensive and versatile range of physical processing services to follow each account's exact specifications. Based on the components listed in your Attachment C Cost Proposal your processing will include:

- Property Labels Title/Pocket Labels
- Barcode Labels
- Genre Labels
- RFID Tag (Brodart standard universal tag supplied, applied and encoded with barcode number)
- Jacketing/Label Protectors
- Laminate paperback covers
- Note that we have also included a spine label

2. Describe your shelf-ready processing and cataloging error rate, and your procedures for correcting these errors.

Regarding error rates, most libraries define the rate that is acceptable for them. When expressed in many RFP's or Contracts, the acceptable error rate is typically 2% or 3% each for the bibliographic record, item record and physical processing. Brodart is easily able to meet this performance standard.

If at any time during the course of the contract the library determines that cataloging and processing is below standards, corrective action will be taken immediately. Customer feedback on quality is very important to us and should be communicated to your Customer Care Associate. Prompt reporting of errors allows us to spot trends or patterns, quickly identify the source and correct the problem.

3. Describe your process for developing and refining the specifications required in establishing a shelf-ready profile. How long is the general timeline for setting up shelf-ready account?

Upon award, Brodart will schedule a meeting to begin the profiling process. Our dedicated team will assist you in evaluating your needs and defining your specifications. Your team will consist of an experienced Project Manager, a Cataloging Services Librarian, a Collection Development Librarian and a Customer Care Associate.

Your **Project Manager** will work closely with the SPL staff throughout the set-up phase of your account, creating a project schedule, profiling SPL's specifications, completing cataloging, processing, MARC and item record testing, and obtaining library approval on the test materials prior to production startup.

Your **Cataloging Services Librarian** is responsible for all cataloging record content. During the profiling sessions your Cataloging Services Librarian will have many questions about your local cataloging and classification practices. Once profiling is completed, your Cataloging Services Librarian will train our internal staff on your account and will remain your first point of contact for all cataloging issues.

Your **Collection Development Librarian** will help you complete Brodart's Collection Development Profile forms. This profiling will include a community description with demographics, goals and roles of the new library collection, definitions and descriptions of each collection category, and options for selection list delivery and ordering methods. This information will be used in conjunction with discussion sessions so that Brodart staff can fully understand the needs and goals of the library.

As part of the planning process, a list of the categories to be covered will be developed and dates for delivery of each list will be set. Dates for order submission will also be set. The schedule is developed with the goal of covering all areas of the collection and doing so in a manner that provides adequate time for selection, acquisition, cataloging and processing of materials.

Once testing has been approved, your **Customer Care Associate** will be responsible for the day-to-day maintenance of your account including processing orders, maintaining management reports, changes to specifications on file, monitoring quality and workflow, ensuring that all parties are meeting appropriate deadlines, and coordinating delivery details.

We take full responsibility for filling out all forms and documents and will present them for final review and signature approval by your library staff shortly after our initial profiling sessions. The time frame for preparation, review and library approval of all profiles is approximately one month.

Your team is available Monday through Friday 8:00am – 5:00pm EST. and can be reached at 1-800-233-8467. In addition your local Library Services Consultant, Shelly Emerson can be contacted by calling 800.233.8467, ext. 6386 or e-mailing Shelly.Emerson@brodart.com and is available around the clock. We value an ongoing, supportive relationship with your library and pride ourselves on our 24-hour response time.

4. Describe your procedure for handling special shelf-ready requests and associated costs (e.g. removing ISBNs for eBooks, Large Print and Audio from MARC records; adding additional MARC tag fields).

During profiling it is our goal to gather all of your requirements and “special shelf-ready requests” in order to deliver shelf-ready books to your library. This is especially important for an Opening Day Collection because the entire collection is typically delivered in one shipment. The cataloging, classification and processing requirements documented in this RFP are included in the pricing quoted in Attachment C Cost Proposal. If additional requirements are identified during profiling they will be reviewed for a potential price adjustment.

5. Describe your process to ensure quality and accuracy of shelf-ready services.

Quality control checks occur throughout our process to make certain your specifications are met. Brodart goes to great lengths to ensure the accuracy of our cataloging, linking and physical processing. Materials are also inspected for publisher defects and, when found, are rejected and returned to the publisher.

Within the cataloging department 10-25% of all output is routinely checked for accuracy. Our goal is to ensure that our catalogers have a full understanding of your local practices and are always informed if your specifications are changed.

Another quality control team is responsible for the physical processing and accuracy of items ordered. There are many quality checkpoints throughout our process, including picking, title checking, stamping, jacketing, labeling and packing. Our process checks the accuracy of all orders, invoices and accounts receivable postings. Again, our goal is to be sure that your specifications are interpreted correctly and that all staff members are properly trained on SPL requirements.

6. Indicate the order fulfillment cycle for items processed as shelf-ready.

The average turnaround time for material receiving Compleat Book-Serv cataloging and processing is 7-10 business days from the time the material is picked from inventory to the time it is ready for shipment. Opening Day Collection material is placed into storage until the SPL is ready to take delivery.

7. Describe your process to catalog non-English language titles and indication additional fees.

Cataloging for Spanish language follows the Brodart Cataloging Standards documented above. Matching Bilindex subject headings are added where appropriate. National Library of Spain subject headings are also available. The cost for cataloging Spanish language materials is the same as English language and is included in your Attachment C Cost Proposal.

Provision F (Cataloging/Processing)

Description	Yes or No	Vendor Notes
Provide original cataloging data via FTP compatible with the Sierra system.	Yes	
Ability to provide full MARC21 records, with RDA implementation.	Yes	
Ability to catalog non-English language titles and indicate additional charges to implement.	Yes	Primarily Spanish-language. There is no additional charge for this service.
Ability to ensure quality and accuracy of cataloging records.	Yes	
Ability to ensure quality and accuracy of materials processing.	Yes	
Credits issued for processing mistakes.	Yes	

In addition to the Cataloging/Processing requirements above, please respond to the items below:

1. Describe the cataloging process for materials without existing full MARC 21 records.

The Library of Congress is our primary resource for MARC records. With book in hand we upgrade Library of Congress records to full level and add additional subject headings when needed. If a Library of Congress record is not available for a title, we will create an original cataloging record following the Brodart Cataloging Standards documented above.

2. Describe your processing services.

Brodart's processing services are customized to meet your requirements. After profiling and approval of test material, we will train a group of processors on your account. To ensure quality and consistency, those same processors remain on your account throughout the entire Opening Day Collection and/or as long as your account remains active.

3. Describe your procedure for handling special processing requests (e.g. RFID tag placement on board books, placing barcodes in sequential order).

As with cataloging, it is our goal to gather all of your requirements and "special processing requests" during profiling so that we always deliver shelf-ready books to your library.

4. Describe your process for developing and refining the specifications for required services.

Specifications for all cataloging and processing requirements are gathered during the profiling process. The library will be asked to review and approve all profile documents. You will also be asked to approve test books and records prior to production startup.

5. Indicate the order fulfillment cycle for processed items.

The average turnaround time for material receiving Compleat Book-Serv cataloging and processing is 7-10 business days from the time the material is picked from inventory to the time it is ready for shipment. Opening Day Collection material is invoiced and placed into storage until the SPL is ready to take delivery.

6. Describe if you offer any environmentally friendly or suitable alternative to adhesives, labels or clear plastic covers/jackets., and the cost in comparison.

As an alternative to applying jackets with adhesive, the library can choose to have their jackets taped for the same price.

Also, the Brodart Supplies Division offers a large variety of alternative processing items which may be purchased and applied in-house. These items can be found at www.shopbrodart.com. We would be happy to provide costs for any alternative products chosen by the library.

Exhibit B Compensation

Compensation for materials and services shall be based upon the following schedule:

Cost Proposal

Provision G (Cost of services for Print Materials)

Description	Service	Supplier	UOM	Cost
Property Label	Shelf-Ready, Processing	Vendor	EA	\$ See Below *
Barcode	Shelf-Ready, Processing	Vendor	EA	\$ See Below *
Genre Label	Shelf-Ready, Processing	Vendor	EA	\$ See Below *
RFID Tags	Shelf-Ready, Processing	Vendor	EA	\$ See Below *
RFID Tag application and activation	Shelf-Ready, Processing	Vendor	EA	\$ See Below *
Mylar covers, taped, for hardbound titles with dust jackets	Shelf-Ready, Processing	Vendor	EA	\$ See Below *
Laminate paperback covers	Shelf-Ready, Processing	Vendor	EA	\$ 2.30
Original cataloging	Shelf-Ready, Cataloging	Vendor	EA	\$ See Below *
Access to MARC records/title via FTP	Shelf-Ready, Cataloging	Vendor	LOT	\$ See Below *
Z39.50 Protocol	Shelf-Ready, Cataloging	Vendor	EA	\$ See Below *
TOTAL				\$

* Brodart is offering a bundled price of \$5.35 that includes all of the cataloging and processing components listed above. This price also includes a spine label.

Add \$2.30 per book when laminate paperback covers are required.

Provision H (Discount Rate for Print Materials) See Additional Pricing and Discounts below.

Category	Material Description	% Discount Rate	\$ Fees/Charges (per order, title, item)
Adult Book Trade	Hardcover general trade	46.0%	\$ <u>N/A</u> <input type="checkbox"/> Per Title <input type="checkbox"/> Per Order <input type="checkbox"/> Per Item
	Mass Market	40.0%	\$ <u>N/A</u> <input type="checkbox"/> Per Title <input type="checkbox"/> Per Order <input type="checkbox"/> Per Item
	Graphic Novels (all formats)	Discounted by Bind	\$ <u>N/A</u> <input type="checkbox"/> Per Title <input type="checkbox"/> Per Order <input type="checkbox"/> Per Item
Juvenile Book Trade	Hardcover general trade	22.0%	\$ <u>N/A</u> <input type="checkbox"/> Per Title <input type="checkbox"/> Per Order <input type="checkbox"/> Per Item
International Languages	All formats	Discounted by Bind	\$ <u>N/A</u> <input type="checkbox"/> Per Title <input type="checkbox"/> Per Order <input type="checkbox"/> Per Item

In addition to the cost of services requirements above, please respond to the items below:

1. Provide costs for any other print material shelf-ready services offered.

ADDITIONAL PRICING AND DISCOUNTS

Items will be supplied to the Sunnyvale Public Library at publisher's list price less the following discounts:

FORMAT	DISCOUNT
Trade Hardcover Editions	46.0%
Non-Trade Hardcover & Paperback Editions (short discount)	12.0 %
Publisher's Library Editions	22.0%
Hardcover Reinforced Editions (School & Library)	22.0%
Prebind/Bound to Stay Bound Editions	10.0 %
Mass Market Paperbacks	40.0%
Trade Paperbacks	40.0%

Non-Trade: Subject matter such as technical, reference, scientific, medical publications, retrospective titles, titles published by a small press for adult and juvenile readers, and/or titles on which Brodart receives minimal or no discount. Publishers whose titles have limited sales volume and/or limited demand may be in this category and will be invoiced with the nontrade discount of 12.0% or invoiced at the publisher's list price.

Publisher's list prices are subject to change without notice.

COLLECTION DEVELOPMENT SERVICES

The Sunnyvale Public Library may select any of the following Collection Development options.

SERVICE OPTIONS	DESCRIPTION	PRICE
Collection Builder	Customized selection lists	No charge
TIPS, Silver	Standard specialty selection lists	No charge
TIPS, Diamond	Customized selection lists	Up to 3 profiles for \$100 monthly Up to 8 profiles for \$200 monthly Up to 15 profiles for \$300 monthly
FASTips	Standing orders for popular authors and series	No charge
Continuations	Standing orders for serials	No charge
Bibz	Online Collection Development and Ordering Tool	No charge

SHIPPING AND DELIVERY

DESCRIPTION	PRICE
Processed material shipments will be made by best means (USPS, common carrier or UPS ground) and will arrive prepaid for inside delivery to a central location.	No Charge

EXHIBIT "C" **INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Contractor shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

- Professional Liability / Errors and Omissions Liability** coverage with limits not less than \$2,000,000 per occurrence or claim.
- Cyber & Tech Liability** coverage with limits not less than of \$1,000,000 per occurrence or claim.
- Valuable Papers and Electronic Data Processing** with limits not less than \$10,000 each.
- Crime coverage** with limits not less than \$500,000 to include third party premises endorsement.
- If working directly with minors, the Certificate of Insurance must include coverage for **molestation and sexual abuse** with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and reviewed by the City's Risk Manager. The Contractor shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the contract, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Contractor's

commercial general liability policy (and if industry specific coverage box is checked above, liquor liability, valuable papers, electronic data processing, cyber & tech liability, pollution liability, sexual abuse and molestation, builder's risk, and installation floater policies) with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38 and completed operations shall be at least as broad as ISO CG 20 37 scheduled or automatic ISO CG 20 40.

Contractor shall maintain commercial general liability insurance as required by this contract for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by contractor.

2. During the term of the contract, the Contractor's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers and Design Professionals - If Industry Specific Coverage box is checked above and if the Consultant's Professional Liability/Errors and Omissions coverage is written on a claims made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
 - c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years after completion of contract work*
4. If Industry Specific Coverage box is checked above, during the term of the contract, the Contractor's Builder's Risk / Course of Construction or Installation Floater policy shall provide coverage for any building, structures, machinery or equipment that is damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing. The policy shall name the City as a Loss Payee with respect to any repairs or replacement of any damaged property or other amounts payable under the policy.
5. For any claims related to this project, the Contractor's insurance shall be primary. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
6. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
7. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

8. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
9. Any umbrella or excess insurance liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Contractor's primary and excess liability policies are exhausted and before the City's own Insurance or self-insurance shall be called upon to contribute to a loss.
10. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Contractor's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City's Risk Manager.

Verification of Coverage:

City utilizes PINSAdvantage.com (PINS) to track and verify all insurance related documents. City is no longer accepting Certificates of Insurance by mail and requires the use of PINS. City will email the Contractor requesting proof of insurance for this Contract through the PINS platform (no-reply@pinsadvantage.com), which include instructions on how to upload insurance documents electronically. Contractor shall furnish the City with an electronic Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City, Risk Manager prior to commencement of work.

The Contractor shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Contractor shall submit insurance certificates reflecting the policy renewals through PINS. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors

Contractor shall require all subcontractors to procure and maintain insurance policies subject to these requirements. Failure of Contractor to verify existence of sub-contractor's insurance shall not relieve Contractor from any claim arising from sub-contractors work on behalf of Contractor.