

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000010686
Baker & Taylor Inc
Attn Pricing Services
2550 W Tyvola Rd Ste 300
Charlotte NC 28217
USA

Phone #: 815-472-2444

Contract ID 0000000000000000000014363	Page 1 of 4	
Contract Dates 01/01/2009 to 12/31/2010	Origin CPS	
Description: CPS-LIBRARY BOOKS SCHOOL ETC.	Contract Maximum \$9,999,999.00	
Buyer Name Laraway, Elizabeth	Buyer Phone 828-4658	Contract Status Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		BOOKS - LIBRARY, SCHOOL, ETC	EA	0.01000	0.00	0.00

DISCOUNTED PRICING SEE ATTACHMENT: EXHIBIT C FROM BAKER & TAYLOR INC - TERMS AND CONDITIONS OF SALE FOR STATE OF VERMONT; MONTPELIER VT

SERVICES

CATALOG (CARD) KITS - \$0.65 PER UNIT - INCLUDES SPINE LABEL, POCKET W/INSERT, CIRCULATION CARD, CATALOG CARD SET

CATALOGING AND PROCESSING - \$1.00 PER UNIT - INCLUDED GLUED MYLAR JACKET, SPINE LABEL, POCKET W/INSERT, CIRCULATION CARD, CARD SET FOR EVERY TITLE.

MACHINE READABLE CATALOGING (MARC) - \$0.19/RECORD AS PROVIDED BY THE LIBRARY OF CONGRESS

ELECTRONIC ORDERS (B&T LINK ON LINE OR SCHOOL SELECTION) - NO CHARGE

BINDING SERVICES - VINABIND (PAPERBACK PREBINDING) \$5.19/UNIT

LAMINATE FOR PAPERBACK COVERS - \$2.00/UNIT

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR BOOKS (LIBRARY, SCHOOL, ETC) ISSUED OCTOBER 15, 2008 AND VENDOR'S RESPONSE DATED NOVEMBER 1, 2008.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED DECEMBER 5, 2008 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED DECEMBER 5, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

CONTRACT PERIOD: THIS CONTRACT IS ISSUED FOR A PERIOD OF TWELVE MONTHS WITH AN OPTION TO RENEW FOR TWO ADDITIONAL TWELVE MONTH PERIODS UPON MUTUAL AGREEMENT FO BOTH PARTIES.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

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INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

EDITIONS: UNLESS OTHERWISE SPECIFIED IN ORDERS, THE LATEST EDITIONS SHALL BE SUPPLIED.

SPECIAL EDITIONS: WHEN A TITLE IS PUBLISHED BY TWO OR MORE DIFFERENT PUBLISHERS THE ORDERING INSTITUTION RESERVES THE RIGHT TO ORDER THE EDITION REQUIRED.

BACKORDERING: BACKORDERING SHALL BE PERMISSIBLE ONLY WHEN AUTHORIZED BY THE ORDERING INSTITUTION. IN GENERAL, WHERE BACKORDERING IS AUTHORIZED, CONTRACTOR SHOULD BE ABLE TO COMPLETE ORDERS WITHIN THE FOLLOWING TIMEFRAME.

ACADEMIC LIBRARIES WITHIN 180 DAYS AFTER RECEIPT OF ORDER
SCHOOL LIBRARIES WITHIN 90 DAYS AFTER RECEIPT OF AN ORDER
PUBLIC LIBRARIES WITHIN 120 DAYS AFTER RECEIPT OF ORDER

STATUS REPORTS: ON ALL TITLE ORDERS AND NOT SHIPPED SHALL BE SUBMITTED TO THE ORDERING INSTITUTION WITHIN 60 DAYS. ORDERS NOT RECEIVED AFTER 180 DAYS WILL BE CANCELLED.

SUBSTITUTIONS: SUBSTITUTIONS AND/OR ADDITIONAL OF TITLES OR EDITIONS SHALL NOT BE PERMITTED EXCEPT WITHOUT EXPRESS WRITTEN PERMISSION OF THE ORDERING INSTITUTIONS. ALL SUCH SUBSTITUTIONS AND/OR ADDITIONS WILL BE RETURNED TO THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL BE EXPECTED TO FURNISH THE TOTAL NUMBER OF COPIES OF ANY ONE INDIVIDUAL TITLE IN ONE SHIPMENT, UNLESS ACCOMPANIED BY AN EXPLANATION AND INDICATION OF WHEN THE BALANCE WILL BE SHIPPED. CONTRACTOR SHALL ALSO BE EXPECTED TO FILL AN ORDER FOR MULTI-VOLUME SET IN ONE SHIPMENT, UNLESS CERTAIN VOLUMES ARE NOT AVAILABLE AND ARE SO REPORTED. ORDERING INSTITUTIONS SHALL NOT ASSUME RESPONSIBILITY FOR LOSSES IN TRANSIT.

CONDITION OF BOOKS: DEFECTIVE COPIES OF BOOKS (IN BINDING, PAGINATION OR OTHERWISE) SHALL BE RETURNED AT THE CONTRACTOR'S EXPENSE. THE ORDERING INSTITUTION SHALL NOT ASSUME RESPONSIBILITY FOR LOSSES IN TRANSIT.

PACKING SLIPS AND INVOICES: A LEGIBLE PACKING SLIP, INVOICE AND/OR PURCHASE ORDER COPY MUST ACCOMPANY EACH SHIPMENT. CARTONS CONTAINING PACKING SLIP AND/OR INVOICE MUST BE SO MARKED. TITLES ON INVOICES MUST BE LISTED AS SHOWN ON THE ORIGINAL ORDER AND CONTAIN LIST PRICES, PERCENTAGE DISCOUNT OR SERVICE CHARGE, AND NET PRICE OF EACH BOOK. ANY ADDITIONAL CHARGE FOR NET PUBLICATIONS OVER AND ABOVE THE PUBLISHER'S LIST PRICE MUST BE ENUMERATED SEPARATELY ON THE INVOICE. THE INVOICE FOR THE FIRST SHIPMENT MUST CARRY A LISTING OF TITLES OUT OF PRINT (OP), TEMPORARILY OUT OF STOCK (OS), TITLES THAT ARE OUT OF STOCK INDEFINITELY (OI), OR NOT YET PUBLISHED (NYP), ETC. WHEN REPORTING BOOK(S) TEMPORARILY OUT OF STOCK AND TITLES NOT TO BE SUPPLIED FOR ANY OTHER REASON. ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECT TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES. THE CONTRACTOR SHALL INVOICE ALL PURCHASES DIRECTLY TO THE ORDERING INSTITUTION OR AGENCY.

MINIMUM ORDER: MINIMUM ORDER FOR EACH (SINGLE) DESTINATION WILL BE ONE (1) BOOK.

EXTENSION OF PRICES AND SPECIAL PROVISIONS: TAX-SUPPORTED LIBRARIES, LOCAL LIBRARIES SERVICE THE PUBLIC, POST-SECONDARY, SECONDARY AND ELEMENTARY EDUCATIONAL INSTITUTIONS MAY PARTICIPATE IN THIS CONTRACT.

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REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

- REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
- REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
- REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
- REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
BETSY LARAWAY
PURCHASING AGENT
802-828-4658
FAX # 802-828-2222
betsy.laraway@state.vt.us

AMENDMENT #1 - OCTOBER 6, 2009 - THE STATE IS HERBY ELECTING TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO DECEMBER 31, 2010 UNDER THE SAME PRICING, TERMS AND CONDITIONS.

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____