

8585-03

**CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
BAKER & TAYLOR, INC.
FOR
PRINT AND SPOKEN LIBRARY MATERIALS**

THIS CONTRACT, made and entered into this 18 day of Feb., 2014 (the "Effective Date"), by and between the CITY OF JACKSONVILLE (the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and BAKER & TAYLOR, INC. (the "CONTRACTOR"), a Delaware corporation authorized to transact business in Florida and with its principal offices at 2550 West Tyvola Road, Suite 300, Charlotte, North Carolina 28217.

WHEREAS, the CITY (as the "Buyer") issued a Request for Proposal No. ESC-0603-13 (including all addendum, the "RFP"), bid date September 18, 2013, for acquisitions, cataloging and processing of library materials (the "Services"); and

WHEREAS, based on CONTRACTOR'S response to the RFP dated September 16, 2013, consisting of 199 pages (the "Response"), the CITY has awarded this Contract to CONTRACTOR;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. **Performance of Services.** The Services will be performed by CONTRACTOR as specified in the RFP and the Response.

2. **Compensation.** CONTRACTOR will be paid by the CITY for the Services in accordance with the Price Proposal as set forth in the Response.

3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, the CITY's maximum indebtedness, for all products and services under this Contract for fiscal year 2013-2014 shall be a fixed monetary amount not-to-exceed **TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS** (\$2,500,000.00); however, only **ONE MILLION SIX HUNDRED FORTY THOUSAND SEVEN HUNDRED NINETEEN AND NO/100 DOLLARS** (\$1,640,719.00) shall be encumbered by this Contract. Subsequent fiscal year 2013-2014 funds to be encumbered hereunder up to the not-to-exceed amount shall be encumbered by subsequent check requests.

4. **Term.** The initial term of this Contract shall be for a term of three years and nine days, commencing on the November 21, 2013 and expiring on November 30, 2016, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to one (1) additional three (3) year period by (i) the CITY in it its sole

discretion, upon written notice to CONTRACTOR at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties.

5. **Contract Documents.** This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- This document, as modified by any subsequent signed amendments
- Any amendments to the RFP
- Specific Information Regarding The RFP (Section 1 of the RFP)
- Description of Services and Deliverables (Section 4 of the RFP)
- General Instructions to Respondents (Section 2 of the RFP)
- General Terms and Conditions of Contract (Section 3 of the RFP)
- Any Purchase Order under the Contract
- The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

6. **Notices.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the CITY:

City of Jacksonville
c/o Jacksonville Public Library
303 N. Laura Street
Jacksonville, Florida 32202
Attn: Charlene Adkins

With Copy to:

Office of General Counsel
City of Jacksonville
Attn: Government Operations and Contracts Dept.
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

As to the CONTRACTOR:

Baker & Taylor, Inc.
2550 West Tyvola Road, Suite 300
Charlotte, NC 28217

7. **Contract Managers.** Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, CITY'S Contract Manager is Charlene Adkins, and the CONTRACTOR'S Contract Manager is Jeffrey W. McDaniel. Each Party shall provide prompt written notice to the other

Party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

8. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the CONTRACTOR. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. CONTRACTOR may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the CITY (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. CONTRACTOR acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. **Amendments.** All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

10. **Counterparts.** This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By *James R. McCain, Jr.*
 James R. McCain, Jr.
 Corporation Secretary



By *Karen Bowling*
 Karen Bowling
 Mayor

Karen Bowling
 Chief Administrative Officer
 For: Mayor Alvin Brown
 Under Authority of:
 Executive Order No. 2013-04

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

C. Ronald Belton
 Director of Finance
 CITY Contract Number: 8585-03

Form Approved: *BT*

John Dwyer
 Office of General Counsel

ATTEST:

BAKER & TAYLOR, INC.,
a Delaware Corporation

By *Lee Ann Queen*
 Signature

By *Jeffrey W. McDaniel*
 Signature

Lee Ann Queen
 Type/Print Name

Jeffrey W. McDaniel
 Type/Print Name

Director - Pricing Services
 Title 1-30-2014

Vice President, Baker & Taylor, CLS
 Title 01/30/2014