



Request for Proposal
Technical Services Outsourcing
for
Mission Viejo Library

March 11, 2019

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TO: All Qualified Vendors

RE: Request for Proposal for Technical Services Outsourcing

The Mission Viejo Library is accepting proposals from highly qualified and experienced vendors for the provision of automated collection development, acquisitions, cataloging, and processing of books and other library materials. Details and submission requirements are outlined in the attached Request for Proposal (RFP) documents.

All proposals must be submitted by **3:00PM, Tuesday, April 30, 2019 to the Mission Viejo Library:**

**Mission Viejo Library
Attention: RFP Response
100 Civic Center
Mission Viejo, CA 92691**

Questions about the enclosed RFP should be addressed to me:

**Genesis Hansen, Director of Library & Cultural Services
Mission Viejo Library
100 Civic Center
Mission Viejo, CA 92691
phone (949) 830-7100 x3076**

We look forward to receiving your proposal and wish you the best of luck in your preparation efforts.

Genesis Hansen

Director of Library & Cultural Services

Request for Proposal

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1 Project Overview and Background

1.1 Scope of Work

The Mission Viejo Library (hereafter “MVL”) seeks a highly qualified and experienced vendor for a two year contract from July 1, 2019 through June 30, 2021 for the provision of automated collection development, acquisitions, cataloging, and processing of books and other library materials. Pending City Council approval and satisfactory performance for the July 1, 2019 through June 30, 2021 contract, there are plans for an option of an additional two-year renewal.

Services provided are expected to include: electronic ordering and EDI invoicing capabilities, cataloging, a seamless interface with MVL’s SirsiDynix Symphony automated library system, and shelf-ready processed and delivered library books with an optionally quoted provision for non-print materials processing and cataloging.

The successful vendor will also have the capability to provide MVL with electronic selection lists, complete with full-text reviews and citations, and order records compatible with the SirsiDynix Symphony Acquisitions system. Selection lists are expected to be developed through profiling completed by MVL staff.

1.2 About the Library

The Mission Viejo Library is an independent municipal library governed by the Mission Viejo City Council, which also acts as the MVL Board of Trustees. MVL is governed according to provisions of the State Education Code and other State of California Codes governing public libraries. MVL is located in the City of Mission Viejo in Orange County and serves the City of Mission Viejo and surrounding cities and unincorporated areas. MVL serves a multi-ethnic, highly educated community with a population of over 98,800. Annual library circulation is over 897,000 and the collection currently stands at approximately 180,000 items.

MVL purchases approximately 12,000 to 25,000 books and non-print materials per year. This stated amount is approximate and in no way binds MVL to purchase any firm or guaranteed amounts.

2 Proposal Requirements, Process, and Timeline

2.1 TimeLine

Request for Proposal Issued	April 1, 2019
Proposal Due	Tuesday, April 30, 2019, 3:00PM
Vendor Demonstrations or Interviews	May 6 - 10, 2019
Identification of Preferred Vendor	May 24, 2019
Contract Negotiations/Final Selection/Signing	May/June, 2019
Profiling and Setup	June/July, 2019
Begin Services	July 1, 2019

The Library reserves the right to adjust timelines as necessary.

2.2 Overview of Proposal Process

- 2.2.1 The Project Proposal must be received by MVL no later than:
Tuesday, April 30, 2019, 5:00PM
Proposals received after this date and time will be rejected.
- 2.2.2 Completed Project Proposals should be sent to:
Mission Viejo Library
Attention: RFP Response
100 Civic Center
Mission Viejo, CA 92691
- 2.2.3 Inquiries may be addressed to:
Genesis Hansen, Director of Library & Cultural Services
Mission Viejo Library
100 Civic Center
Mission Viejo, CA 92691
phone (949) 830-7100 x3076
- 2.2.4 The Request for Proposal (hereafter RFP) is posted in Adobe PDF format on the City of Mission Viejo website at <https://cityofmissionviejo.org>. Copies of the RFP in MS Word format may be requested from the Library if needed.
- 2.2.5 All data files, reports, and materials prepared for the proposal become the sole property of MVL and the City of Mission Viejo, and may not be reproduced without permission by the City.
- 2.2.6 MVL is not liable for any cost incurred by proposers prior to the issuance of a contract. MVL reserves the right to accept all or part of any proposal or to cancel in part or in its entirety this RFP. MVL further reserves the right to accept the proposal that it considers to be in the best interest of MVL.
- 2.2.7 MVL intends to include a contract cancellation clause should performance be considered unsatisfactory solely in the opinion of MVL.
- 2.2.8 Proposals, including cost breakdowns, must be valid for a minimum of 90 days from the proposal deadline.
- 2.2.9 MVL reserves the right to expand or diminish the scope of the work subject to negotiation with the successful firm.
- 2.2.10 The successful firm shall defend, indemnify, save and hold harmless the MVL, its officers, elected Trustees, agents, volunteers, and employees from any loss demands, claims, suits, damages or actions that may be brought by third persons on account of bodily injury or death; personal injury; damage to property or personal interest; or violation of any law, regulation or ordinance; where the third person's loss, demand, claim, suit, damages or action arises in whole or part out of any negligent or other act or omission of the contracting firm or its officers, elected Trustees, employees, and agents while performing the services agreed to except those actions arising out of the sole negligence of MVL.
- 2.2.11 In the event it becomes necessary to revise any part of the RFP, addenda will be provided in writing to all firms receiving the RFP from MVL.
- 2.2.12 The vendor is required to respond to all information requested in the RFP. Any vendor who does not address requests for required information may be excluded from further evaluation.

2.2.13 MVL may, at its option and with the approval of the contractor, extend the period of this agreement for an additional two year period. Contractor shall be notified in writing by the Director of Library Services of MVL's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the contract period.

2.2.14 Proposals should include all sales, use, federal excise, etc. taxes in pricing quotes.

2.3 *Instructions for Format and Content of Proposal*

2.3.1 Qualified firms are invited to submit one unbound original proposal, plus two (2) copies that meet the requirements described in this RFP. Faxed or emailed proposals will not be accepted.

2.3.2 Your firm's name should appear on each page of your proposal, and proposals must include the information described below:

2.3.3 All proposals must include:

- a) A full description of, and alternate solutions for, any deviations from requirements described throughout this RFP
- b) A brief description of the background and prior experience of the company, with specific attention to experience with library collection development, selection, acquisitions, cataloging and processing functions.
- c) A description of the key staff to be assigned to this project, including relevant experience
- d) A statement as to the vendor's ability to conform to the shelf-ready cataloging and processing requirements of MVL, as specified in Appendices A, B, and C.
- e) A statement as to the vendor's present ability to interface with the Symphony automated library system for electronic selecting, ordering, cataloging and invoicing.
- f) The names, addresses, and telephone number of a minimum of three (3) libraries for which the vendor is currently furnishing service with an electronic interface to SirsiDynix's Symphony integrated library system.
- g) At any contract signing, vendor will provide insurance as outlined in AGREEMENT ... FOR SERVICES OVER \$30,000 (Appendix D).
- h) A submission of vendor's most recent audited financial statement no later than when requested to enter into negotiations.
- i) Completed Proposal Form - Submittal 1: Certification
- j) Answers to Proposal Form - Submittal 2: Questions. Please reference question numbers in your replies.
- k) Completed Proposal Form - Submittal 3: Discounts
- l) Proposal Form – Submittal 4: Bid. Vendor will include all costs for the proposed system. This should include quantity, item description, total cost and maintenance pricing. Reference any and all discounts or rebates. The vendor is also invited to provide information about optional products and services, as long as they are clearly labeled as such.
- m) Answers for Proposal Form – Submittal 5: Average Fill-rate information.

- n) Information for Proposal Form – Submittal 6: Cataloging Examples.
- 2.3.4 Describe vendor's support and training programs. The library expects this to include: hours customer service is available, provisions for a toll-free support number, description of customer service via Web portal, and any other data the vendor feels is relevant to support.

2.4 Selection Process and Evaluation Criteria

- 2.4.1 MVL will evaluate all qualifying proposals. Proposals meeting the specifications will be ranked and evaluated principally in the following areas:
- a) ability to satisfy MVL's requirements
 - b) background and prior experience of the company
 - c) experience of the company working with public libraries
 - d) vendor's ability to execute the contract in a timely manner
 - e) vendor's ability to interface with MVL's SirsiDynix Symphony system
 - f) overall quality of the services being offered
 - g) vendor's understanding of the scope of the services required
 - h) vendor's ability in the following areas:
 - to supply the number of library material categories identified
 - order fill rate
 - discounts from publisher's list price
 - cataloging and physical processing options
 - i) information received on reference checks
 - j) cost flexibility
 - k) degree of thoroughness and responsiveness to the submittal requirements of the RFP
 - l) other criteria deemed essential by MVL, such as maintenance support, training available, and documentation.
- 2.4.2 A selection of vendors may be invited at their expense for interviews, or to visit the Library to make presentations of their offering.
- 2.4.3 The Library reserves the right to reject any or all proposals or to request and obtain supplementary information that may be necessary for Library and City staff to analyze the proposal. The Library reserves the right to enter into negotiations with one or more respondents.
- 2.4.4 The City of Mission Viejo will negotiate a contract and final fee with the vendor that best meets the evaluation criteria. The Library and City reserves the right to negotiate a contract with the other ranked firms if a final fee cannot be agreed upon with the first firm selected.
- 2.4.5 The City of Mission Viejo City Council is the authorizing entity to issue a contract award to the chosen vendor.

3 Functional Requirements and Specifications

3.1 *Collection Development*

- 3.1.1 Vendor provides a multiple profile selection plan for adult, young adult, and juvenile books; as well as for bestsellers, and continuations. Selection lists for these materials, based upon MVL's profiles, are provided at least sixty days prior to the expected date of publication.
- 3.1.2 Vendor offers selection lists in alternative formats beyond print, such as through an online interface with the SirsiDynix Symphony Acquisition system, or Web-based selection lists.
- 3.1.3 Selection lists are available for various frequencies (e.g. monthly, bi-monthly, etc.)

3.2 *Ordering and Order Responses*

- 3.2.1 The vendor provides an online electronic ordering system that interfaces with the SirsiDynix Symphony Acquisitions module at no charge to MVL. MARC format brief order records are available to import into the SirsiDynix Symphony Acquisitions module. The system is capable of identifying duplicate ISBNs, searching by 10-digit and 13-digit ISBNs, allows orders to be batched by accounts and purchase orders, and provides same-day (within a 24-hour period) confirmation reports electronically.
- 3.2.2 Vendor complies with the EDIFACT standard for exchange of order, order response, and invoicing information with SirsiDynix Symphony ILS.
- 3.2.3 MVL has the ability to send electronically order files that include item specific information, such as local system bibliographic number, agency codes, quantity, holding code, location code, item loan type, call number, price, and copy/volume information, and fund accounts. The vendor must have the ability to send order responses by FTP that are compatible to the SirsiDynix Symphony system and to take advantage of these capabilities.
- 3.2.4 The vendor is able to create separate ordering accounts as required by MVL, including but not limited to: adult books, juvenile books, DVDs, compact discs, pre-publication books, and continuations. Multiple orders can be processed on the same day attached to different accounts that will be recognized by the vendor's ordering system.
- 3.2.5 Vendor has the ability through an online interface to indicate the number of copies in stock and to provide a price check on batch orders.
- 3.2.6 Vendor has the ability through an online interface to allow library staff to create order lists, track an order history, including cancellations and backorders, and to view shipments online.
- 3.2.7 Vendor does not substitute titles, publishers, or editions for orders without prior approval from MVL.
- 3.2.8 Vendor can recognize Symphony purchase order numbers, holding codes and fund codes for ordering, order responses, invoicing, cataloging, etc. Symphony holding and fund codes are represented by alphanumeric codes of up to 10 characters. MVL currently has over 200 unique location, item type, and fund codes, which determine fund accounting and cataloging.

3.3 Cataloging

- 3.3.1 Vendor's bibliographic records conform to the latest version of Resource Description & Access (RDA), and LC MARC bibliographic formats and standards for full level cataloging. Classification follows the latest version of the Dewey Decimal system and selected local classification schemes. All name, subject, and series authorities conform to the standards set forth by the Library of Congress (LC).
- 3.3.2 Cataloging data is provided either by FTP or email attachment, and is in a format that is compatible with the SirsiDynix Symphony system data loaders.
- 3.3.3 For cataloging purposes, vendor is able to identify titles that are added copies, as well as titles that require a new cataloging record by a match or search against the current MVL bibliographic database.
- 3.3.4 If a new or overlay MARC record is required for the MVL database, it can be customized by vendor to include: 1) any existing SirsiDynix Symphony system number in the 035 tag, subfield "a" or a local tag 999, subfield "a"; 2) MVL's local call number in the 092 tag, subfield "a"; 3) MVL's item record information in the 949 or 852 tag; as well as, 4) other modifications specified by MVL in Appendix A, Bibliographic Record Specifications and Appendix B, Item Record and Processing Specifications.
- 3.3.5 Vendor offers an option to provide customized authority profiling and authority control records from the LC name, subject and series authority files.
- 3.3.6 Holdings data delivered can be customized by vendor to include the following information in the 949 or 852 tag of the cataloging record as appropriate for SirsiDynix Symphony systems: barcode number, call number, home location code, item type, agency (library) code, sub-location (branch) code, price, and copy/volume information. See Appendix B, Item Record and Processing Specifications for details.
- 3.3.7 Incoming vendor MARC records that match an existing brief record in the MVL database, based on the match points determined by MVL for its Symphony ILS, will be overlaid at the bibliographic level, and at the item level using the information contained in the subfields of the 949 or 852 tag. Also See Appendix C, Record Matching Specifications for information about cataloging against the MVL bibliographic database.
- 3.3.8 Full record cataloging data is available to MVL either via FTP or email attachment concurrently with receipt of the ordered materials.
- 3.3.9 All material can be received "shelf-ready", meaning fully cataloged and processed.
- 3.3.10 Vendor has a means of transmitting records for added titles in standard US-MARC format for offline batch submission to update holdings information with OCLC.

For samples of MVL's cataloging and processing specifications, see Appendices A-C.

3.4 Database Cleanup of Bibliographic and Authority Records

- 3.4.1 Vendor offers a range of retrospective conversion and data cleanup options for bibliographic and authority records including: conversion of non-MARC cataloging data to MARC format and upgrade of sub-standard MARC records. All fixed fields, tags, indicators and subfields for converted/upgraded records conform to LC MARC and OCLC standards.
- 3.4.2 Vendor is able to provide periodic authority database cleanup for names, subjects and series authorities. This includes, but is not limited to: upgrade of sub-standard authorities, and changing old authorities to new forms based on Library of Congress authority files.

Upgraded/corrected authority records contain all appropriate See (4XX) and See Also (5XX) cross-reference tags, as well as Scope notes (6XX). All fixed fields, tags, indicators and subfields for converted/upgraded records conform to LC MARC and OCLC standards.

3.5 Physical Processing

- 3.5.1 Vendor provides options for shelf-ready processing of print and non-print library materials, including, but not limited to: book jackets, spine and genre labels, special circulation stickers as defined by MVL, item barcodes, property and date stamps. See Appendix B, Item Record and Processing Specifications for examples.

3.6 Categories of Materials

- 3.6.1 Vendor is able to supply materials in the following categories:
- a) Priority Popular Books and DVDs including pre-publication “bestseller” titles. These materials must be handled as priorities when cataloging, processing, and shipping to MVL.
 - b) General Trade Books including adult and juvenile fiction and nonfiction titles in publishers’ reinforced bindings (library bindings) and single binding editions, as well as paperback editions from all major publishing houses.
 - c) “Short Discount” Items including scientific, technical, reference, and textbook publications from publishers including, but not limited to: Grolier, Holt, Gale, Macmillan, Routledge, Van Nostrand Reinhold, Salem, Bowker, and Marshall Cavendish.
 - d) Mass Market Paperbacks for adult and juvenile, including the genres of: adventure and suspense, horror, science fiction, mystery, romance, western, science fiction, and popular nonfiction.
 - e) Small Press Publications including materials from a wide range of small and alternative publishing houses.
 - f) DVDs including, but not limited to: feature films, international films, children’s films, and nonfiction instructional and documentary films. DVDs must be received by vendor for cataloging and processing by the date they appear in the marketplace.
 - g) Compact Discs in a wide range of software, and music from both major and esoteric recording studios. Music selections must include, but not be limited to: rock, classical, popular, folk, country, opera, stage shows, movie sound tracks, and children’s music. Unabridged CD audiobooks in library cases for adults, young adults, and children in a wide range of content must also be available. Selection must include popular titles, past bestsellers, and classics, as well as self-help and language CDs. There must also be an individual disc and/or case replacement provision.
 - h) Large Print Books from various publishers including G.K. Hall, Thorndike, Chivers and Wheeler.
 - i) International Language Books including Spanish and Persian (Farsi) in both the language of the original literature and translations of English titles.
 - j) Continuation Plans must be available for a wide range of serial titles with the option of receiving selected titles biennially rather than annually.

- k) Video Games compatible with popular consoles such Sony PlayStation, Xbox, and Nintendo Switch, etc.

3.7 Invoicing

- 3.7.1 Vendor has the capability of transferring invoices electronically via the SirsiDynix Symphony system using the EDIFACT standard. In addition to electronic transfer, MVL requires that billing be rendered in hard copy in duplicate as well. Invoices provide the following information at minimum: title, author, publisher, quantity ordered, purchase order number, ISBN number, order date, unit list price, applicable rate of discount, net unit price, and extended amount. MVL requires separate invoices for each purchase order number.
- 3.7.2 All invoices provide reports on items that are temporarily out-of-stock, publisher out-of-stock, out-of-print, and not yet published.
- 3.7.3 Vendor explains how each shelf-ready charge is invoiced and referenced on the invoice. Provide a sample invoice for a book order with shelf-ready and special charges included as a part of vendor's bid.
- 3.7.4 The vendor is able to issue separate invoices for various accounts required by MVL including, but not limited to: adult books, juvenile books, DVDs, compact discs, pre-publication books and continuations.

3.8 Order Status

- 3.8.1 Vendor provides an electronic accounting of current unfilled orders, which is updated a minimum of once per week.
- 3.8.2 Vendor can automatically cancel back orders 90 days after the date that order was received. Vendor has the ability to differentiate between unfulfilled items and not-yet-released items and defer cancellation of items that have not yet been published.
- 3.8.3 Cancelled orders include a cancellation status and appear in the electronic order record or hard copy notification as appropriate.

3.9 Shipping

- 3.9.1 Free shipping is provided by Vendor, including shipment of returned items. Rush shipments may be sent by UPS or other priority postal delivery service to meet the required turnaround time.
- 3.9.2 An accurate packing slip is included in every shipment.
- 3.9.3 Fully cataloged and processed library materials are received by MVL within fifteen working days of receipt of library materials from the publisher to the Vendor. Catalog records can be sent either FTP or as email attachments, and are sent in a format compatible with the SirsiDynix Symphony system loading capabilities.

3.10 Returns and Compensation

- 3.10.1 Returns for credit or replacement of defective items, items not ordered and/or items deemed inappropriate for MVL use are permitted without requesting permission of vendor.
- 3.10.2 MVL has the right to report cataloging and processing mistakes to vendor and receive credit or compensation for correcting any cataloging and/or processing mistakes in-house

when MVL feels this procedure is more efficient than shipping the item in question back to the vendor for corrections.

3.11 Discounts

- 3.11.1 Discount rates are agreed upon by both parties and are firm and fixed for the specified contract period. Vendor bases all discounts upon the actual price of the library material and does not include any “freight pass through” charges in the unit cost.
- 3.11.2 Options for tiered discount and flat discount plans, for print and non-print materials must be included in Submittal #3: Discounts section of vendor’s proposal.

3.12 Method of Payment

- 3.12.1 MVL reserves the right to pay its invoices only after receipt of materials. Invoices must be received on or about the first business day of each month for payment within 30 days of receipt of each invoice.
- 3.12.2 Vendor must provide the option to deposit funds into a credit account or an impound account.

3.13 Vendor Support

- 3.13.1 The vendor will supply a Project Manager for MVL who will provide the following services:
 - a) Problem resolution with a guaranteed response time of 24 hours for all phone calls or correspondence received from MVL.
 - b) Authority to approve and implement any requested changes to shelf-ready specifications, either cataloging or processing, received from MVL.
 - c) Provision of status reports on all required shelf-ready services under development.
 - d) Coordination with relevant SirsiDynix systems staff and MVL staff in the development and ongoing management of all required SirsiDynix system interfaces.
 - e) Assistance in developing new shelf-ready functionalities to reflect the changing needs of MVL.

Proposal Form - Submittal #1: Certification

Mission Viejo Library Request for Proposal for Technical Services Outsourcing

Firm Name:	
Firm Address:	
Contact Name:	
Contact Phone:	
Contact Email:	
Contact Fax:	
If Partnership, Name(s) and Address of Partners:	
If Corporation, State of Incorporation:	
Proposer certifies that he has read and will comply with the Mission Viejo Library provisions and procedural requirements stated in the Request for Proposal. In the event that only one Proposal is received, MVL may require that the proposer submit a Cost Proposal in sufficient detail for the City of Mission Viejo to perform a cost/price analysis to determine if the bid price is fair and reasonable.	
Authorized Representative Submitting Proposal	
Name:	Title:
Signature of Authorized Representative:	Date:

Proposal Form - Submittal #2: Questions

1. Please outline the qualifications of your company and any subcontractors used. This description should include, but is not limited to the following information:
 - a) the number of years in the book distribution industry
 - b) the number of customers
 - c) the number of library customers
 - d) relevant prior experience
2. How many titles do you have in current inventory in the following categories?
 - a) books
 - b) DVDs
 - c) music compact discs
 - d) audiobooks on CD
 - e) International language books in the following languages: Spanish, Persian (Farsi), Vietnamese, Chinese, Korean, Japanese, Hindi.
3. How many publishers do you represent? Please enclose a complete list of those publishers supplied, or provide a Web link to a complete list.
4. Do you provide electronic selection databases (e.g. iPage, BIBZII.com, Title Source 3)? Please describe how these services would be integrated with SirsiDynix Symphony electronic ordering. Is electronic ordering possible without a subscription to a selection database? What is the subscription cost of the selection database, and are there a limited number of users included in the subscription price?
5. Do you require minimum copy orders for full discount advantage, or a minimum annual contract amount? If so, please describe.
6. Can you supply the following services?
 - a) adult or young adult approval programs
 - b) juvenile approval programs
 - c) continuations services
7. Do you send notice of change or cancellation for continuation titles?
8. Do you allow continuation titles to be shipped biennially rather than annually?
9. Can materials be returned to vendor even after processing? If all cannot be returned, which ones cannot?
10. Are any subcontractors used in your cataloging and processing operation? If so, please list them, their relationship to you, and a brief description of their business and personnel.
11. Other than the processing of materials as specified in Appendix B, are there other processing procedures you would suggest and are able to provide?
12. Once the vendor receives the item from the publisher, how much time is generally required to catalog, process, and ship the item before it is received by MVL?

13. Please indicate whether you are presently able to interface with SirsiDynix's Symphony ILS system for the purposes of online electronic selection lists, ordering, cataloging, and invoicing. Be specific as to how this is to be accomplished and whether there are any additional hardware, software, telecommunications, or service costs to MVL involved. If there is no interface with SirsiDynix's Symphony ILS system for any of these functions, please indicate if and when you expect this service to be available.
14. Please identify vendor's database source(s) for MARC bibliographic cataloging and authority control records. What is/are the size of the database(s)?
15. Please describe vendor's process and time frame for the following services:
 - a) preparation of profiles
 - b) provision of selection lists (print and electronic options)
 - c) electronic ordering and confirmation
 - d) cataloging (including descriptive cataloging, classification, and authority control)
 - e) downloading of cataloging records
 - f) invoicing (electronic and print options)
 - g) shipping library materials
16. Does vendor comply with EDIFACT standards?
17. What is the maximum number of selection and cataloging profiles vendor allows? Is there an annual renewal charge applied?
18. Describe other related services vendor provides which have not been specified in the RFP but that may be of interest to MVL.
19. Describe and provide a sample copy of vendor's management reports issued in relation to services requested in the RFP.
20. Provide names of libraries and contacts that are actively using the following online services. Clearly identify those that are SirsiDynix Symphony libraries:
 - a) Electronic selection lists with full text reviews and citations.
 - b) Electronic ordering using EDIFACT to interface with the SirsiDynix Symphony Acquisition system, encumber funds, and also to provide on-order records for the public access catalog.
 - c) Electronic cataloging, including shelf-ready materials using library's database, and downloading to library's database either FTP, or emailed files.
 - d) Electronic invoicing, interfacing with SirsiDynix Symphony Acquisition system.
21. What kind of quality control do you provide?
22. How much work typically needs to be done locally after the cataloged and processed items are received by MVL? Provide specifics.
23. Does vendor charge more for cataloging and processing for items vendor does not supply? Does vendor accommodate drop-shipping from "direct-order" publishers for purposes of cataloging and processing?
24. Does the vendor access MVL's database for cataloging online, or use a copy of the database loaded on vendor's computer? What are the advantages and disadvantages of vendor's method?
25. How many titles are in vendor's continuation database?

26. How do you handle orders that are NOT on the vendor-provided selection lists?
27. What qualifications are typically required of your collection development staff? Cataloging staff?
28. Which review journals are used in the vendor's selection process? Which of these review journals provide full text reviews for library selectors, and how soon after publication is the review available in the selection database?
29. Please provide a sample copy of your profile(s) form for collection development, or a link to an online sample.
30. Please describe any retrospective collection development or collection expansion service vendor provides and an explanation of how the cost is calculated.
31. Do you provide an option to download full Library of Congress authority records?

Proposal Form - Submittal #3: Discounts

Notes: Please indicate when the discount varies based upon number of copies ordered.

<u>Items</u>	<u>Tiered Discount %</u>
1. General Trade Books	_____
2. "Short Discount" Items	_____
3. Mass Market Paperbacks	_____
4. Small Press	_____
5. Compact Discs	_____
6. DVDs	_____
7. Large Print Books	_____
8. International Language Books	_____
9. Unabridged Audiobooks on CD	_____
10. Continuation Plan titles	_____
11. Bestsellers	_____
12. Children's Hardcover Items	_____
13. Children's Library Bindings	_____

<u>Items</u>	<u>Flat Rate Discount %</u>
1. Print Materials	_____
2. Non-Print Materials	_____

Proposal Form - Submittal #4: Bid

Vendor must provide information for the following bid line items. Costs must be firm and remain in effect for a minimum of twenty-four (24) months following date of contract signing. No change orders or other changes to costs provided can be allowed for this contract.

Cost must be provided to address each line item listed below and all costs must include shipping, handling, and insurance. Please indicate if tax is to be charged, and include.

1. Collection Management:
 - a. Online Selection List Loader, if any, with initial setup cost.
 - b. Online Selection List, per list cost (if cost varies by Frequency, indicate each cost).
 - c. "Vendor Selection Ordering" per collection or subject area.
 - d. Pricing for Selection databases such as iPage, BIBZ.com, Title Source 3. How many users are included; and what is the cost for additional users, if applicable. Include all tiered plan offerings, subscription setup, renewal, SirsiDynix Symphony interface, and other costs.
2. Ordering:
 - a. Online ordering, initial preparation cost.
 - b. Ongoing costs associated with online ordering, if any.
3. Cataloging:
 - a. Any costs associated with initial setup. Quote any costs for setup of audiovisual cataloging and processing as separate, optional costs.
 - b. Cataloging per MVL specifications (see Appendix A samples) per item (**added copy**):
 - books
 - DVDs (quote as optional)
 - Blu-rays (quote as optional)
 - compact discs (quote as optional)
 - audiobooks on CD (quote as optional)
 - video games (quote as optional)
 - c. Cataloging per MVL specifications (see Appendix A samples) per item (**original/new title**):
 - books
 - DVDs (quote as optional)
 - Blu-rays (quote as optional)
 - compact discs (quote as optional)
 - audiobooks on CD (quote as optional)
 - video games (quote as optional)
 - d. Authority control records per bibliographic record.

- e. Ongoing cost associated with downloading of above cataloging records, if any cost involved (specify Internet, FTP, and other options)
 - f. Cost, if any, to provide data to submit to OCLC for additions and deletions
- 4. Processing (as specified in Appendix B samples of this RFP).:
 - a. Hardbound books
 - b. Board books
 - c. Paperbound books – Trade
 - d. Mass market paperback books
 - e. DVDs (quote as optional)
 - f. Blu-rays (quote as optional)
 - g. Blu-ray/DVD combo packs (quote as optional)
 - h. Compact discs (quote as optional)
 - i. audiobooks on CD (quote as optional)
 - j. video games (quote as optional)
- 5. Invoicing:
 - a. Any costs associated with initial set-up of electronic invoicing
 - b. Ongoing costs associated with electronic invoicing
 - c. Any costs associated with print invoices
- 6. Other Costs:
 - a. Any other vendor costs associated with RFP requirements, but not listed above or included in purchase of discounted library materials themselves

Proposal Form - Submittal #5: Average Fill Rate Information

Note: This response should be predicated on libraries with which your company does business in an amount of \$50,000 – \$300,000 per year. Fill Rate should be the time from when vendor received order online from library until library receives both processed and cataloged item and catalog record.

1. “FIRST HIT” (Items in Stock) Percentage Rate:
 - a. Adult%
 - b. Juvenile%
2. Overall Fill Rate 90 Days:
 - a. Adult%
 - b. Juvenile%
3. Number of days for receipt by MVL of “shelf-ready” library materials in stock (in days)
4. Number of days for MVL to receive “shelf-ready” library materials in stock on “priority” rush status (in days)
5. Number of days delay for MVL to receive uncatalogued or processed library materials in stock (in days)

Proposal Form - Submittal #6: Cataloging Examples

1. In your Proposal, please provide a minimum of 2 typical sample cataloging records for *each* of the following formats:
 - a. Adult books (1 fiction, 1 non-fiction)
 - b. Young Adult books
 - c. Juvenile books
 - d. Serials
 - e. Books on CD
 - f. Other CDs, including software
 - g. DVDs
 - h. Blu-rays
 - i. Video games
2. Notes: please confirm that vendor is able to provide MVL with the following types of information and customizations to records at no extra cost if requested to do so:
 - a. All Formats
 - i. remove subject headings other than those with 650, second indicator “0” or 655 tag headings.
 - ii. ensure that all records, including juvenile cataloging, have a full complement of adult 650 0 headings – adding appropriate subject headings if not present initially.
 - iii. add \$v Juvenile fiction or \$v Juvenile literature as appropriate to subject headings of juvenile materials other than exception subject headings on a specified list given to vendor
 - iv. remove 263 field
 - v. ensure that the fixed fields (007, 008) have the appropriate codes such as “j” in tag 008 position 22 for juvenile materials, and other necessary codes for presence of indexes, bibliographies, biographical information, etc.
 - b. Books
 - i. addition of subfield “h” [large print] in 24X tags for large print book materials (local practice).
 - ii. verify accuracy of contents notes (505 tag) and add note when not present for book cataloging of multivolume sets, short story collections, and play collections.
 - iii. verify accuracy of summary notes (520 tag) for juvenile book records, and add note when not present.
 - iv. addition of appropriate award notes (586 tag) for juvenile book records.
 - v. for large print books, add 650 tag subject heading “Large type books.”
 - vi. for International language books, add 650 tag subject heading “... language materials” for the appropriate language.

- c. Serials
 - i. delete individual ISBNs (tag 020) for serials records.
- d. CDs
 - i. for audiobooks, add “655 _7 Audiobooks.|2lcgft”
 - ii. addition of subfield “h” [sound recording] in 24X tags.
 - iii. full and appropriate 5XX notes tags, including complete system details notes for computer software (538 tag).
- e. DVDs
 - i. addition of subfield “h” [videorecording] in 24X tags.
 - ii. each record should contain access points for at least three of any featured performers in the film.
 - iii. addition of “655 _7 Video recordings.|2lcgft”
 - iv. for major motion pictures, addition of “655 _7 Feature films.|2lcgft”
- f. Blu-rays
 - i. addition of subfield “h” [Blu-ray] in 24X tags.
 - ii. Each record should contain access points for at least three of any featured performers in the film.
 - iii. Addition of “655 _7 Video recordings.|2lcgft”
 - iv. for major motion pictures, addition of “655 _7 Feature films.|2lcgft”
- g. Video games
 - i. addition of subfield “h” [Xbox One], [PlayStation 4], or [Nintendo Switch] in 24X tags.
 - ii. addition of “655 _0 Video games”

Appendix A - Bibliographic Record Specifications

1. Bibliographic Records

MVL follows current national cataloging standards for full level cataloging. The source for descriptive cataloging rules is RDA. The latest revisions and amendments are to be followed. Deviance from national standards is discouraged and should be noted in the Proposal. The authoritative source for name, subject and series headings are from the Library of Congress.

2. Call Number Construction

Construct all call numbers as illustrated in Appendix B, Item Record and Processing Specifications. Call numbers are entered in tags 092, subfield “a” and 949, subfield “d” (or 852, subfields “h” and “i”).

For non-fiction materials, transcribe Dewey numbers from the 082 field, unless they vary from the decisions outlined in the next section. Use the latest version of the Dewey Decimal system. Prefer numbers that are no longer than 4 positions past the decimal, however, call numbers must always be shortened at appropriate prime marks. Following the Dewey number are three letters from the main entry in mixed case, all in subfield “a”. If title main entry, use the first significant word after articles to assign the three letter “cutter.” If the first word of the main entry is less than three letters, use all the letters in the first word. If the main entry author’s last name contains an apostrophe after the first letter, include the apostrophe plus the next two letters.

3. Dewey Classification Decisions

The following chart lists some of the special categories that are classified under particular Dewey numbers:

Category	Classify Under
Literacy materials	374.0124
American Indians	Class in 970.00497 and cutter by full tribe name
Bed and Breakfast	910.46, with geographical treatments in 913-919 with notation 068
Bibliographies	Subject area plus 016 extension
Bilingual materials	Subject area
Collective biographies	Class in subject area
Individual biographies	BIO plus last name, first initial of biographee
Family biographies	BIO plus last name only of family
Career books	Subject area, cutter by author/main entry
Resume writing	650.142
Artistic criticism	Subject area, cutter by surname of artist
Literary criticism	Subject area, cutter by surname of subject
Geographic	910s, plus extension

Category	Classify Under
Individual California Missions	979.4, plus first 3 words after the word Mission (excluding also “de” and “la.”
Jokes/Riddles	793.735
Short stories (multiple authors)	808, plus extension
Short stories (single author)	FIC plus last name, first initial of author
Fairy Tales/folklore	398.2, plus 3 letters of main entry
Individual Fairy Tale	J PIC, plus first 3 letters of main entry
Mother Goose	398.8
Alphabet books	411
Counting books	513.211
Shakespeare Plays	822.33, plus first significant word of uniform/play title.
Adult mass market paperbacks	PB, plus last name, first initial of author
Reference	REF, plus Dewey number and three letter cutter
Fiction	FIC, plus last name, first initial of author FIC, plus first word of title for title main entries
International Language	Three letters for language code, plus Dewey and three letter cutter from main entry Three letters for language code, plus FIC, plus last name, first initial of author, or, FIC, plus first three letters of initial word of title for title main entries
Juvenile materials	Prefix of J on all forms of call numbers
Picture books	J PIC, plus three letter cutter
Easy Readers	J EASY, plus last name, first initial of author
Videos	DVD, plus Dewey and three letter cutter for non-fiction, or just single letter title cutter for entertainment videos.
Audiobooks	BOCD prefix, plus call number and cutter similar to fiction and non-fiction books.
Instructional CDS	CD prefix, plus Dewey and three letter cutter
Language Instruction CDS	CD prefix, plus name of language

Appendix B - Item Record and Processing Specifications

Item Record and Processing Specifications provided below are not exhaustive, but provide information on MVL's typical procedures.

4. Item Record Tag Construction

- a. The following provides item tag information for SirsiDynix Symphony system. Information is in tag 949 or 852 with the following subfields as appropriate for the item:

Tag 949

i Barcode
 l Home Location
 a Call Number

 v Volume number
 w class scheme (Dewey)
 x item category 1
 z item category 2

 m Library (mv)

 p Price

 t Item Type
 o Item Notes

Tag 852

a Location
 b Sublocation or collection
 c Shelving location
 e Address
 f Coded location qualifier
 g Non-coded location qualifier

 h Classification part
 i Item part
 j Shelving control number
 k Call number prefix
 l Shelving form of title
 m Call number suffix
 n Country code
 p Piece designation
 q Piece physical condition
 s Copyright article-fee code
 t Copy number
 x Nonpublic note
 z public note

1. General Processing Specifications

a. Books

- i. Place MVL barcode in upper-right corner of back cover ½ inch from the top and ½ inch from the spine (right edge). Barcodes are to be placed in this location to facilitate rapid checkout at the Circulation desk and at Bibliotheca Self-Check machines. If the barcode is not under a plastic cover then cover barcode with clear protective tape.
- ii. Property stamp *Mission Viejo Library* on top of book, if space permits.
- iii. Property stamp with library name and address on the upper-left corner of the first page. If page is too dark and a stamp cannot be read, then use a label with the same information or use a plain white label with the stamp.
- iv. Date stamp the item below the property stamp or label on the upper-left corner of the first page.

The date should be the date the book was processed by the vendor and should include the day, month and year.

- v. Hardcover books with dust jackets are to be covered with plastic covers and secured with tape on the inside covers of the book.
 - vi. Paperbound books and board books will have their spines covered with clear protective tape for reinforcement.
 - vii. Spine Labels. See Appendix A, Call Number Construction section; and Appendix B, Call Number Labels, and Processing Table sections.
 - viii. Mass market paperbacks in adult fiction have a spine label with prefix “PB” and the author’s last name and first initial. Juvenile fiction paperbacks have a yellow label with a single letter for the author’s last name, title main entry, or series title (such as Goosebumps, Choose your own adventure) instead of a call number label. Young adult fiction paperbacks have a blue label with a single letter for the author’s last name, or title main entry, or series title (such as Sweet Valley High) instead of a call number label. These labels should be under the clear protective tape that reinforces the spine.
 - ix. LARGE PRINT labels are placed at the TOP of the spine, covered with a clear protective tape.
 - x. NEWBERY/CALDECOTT labels are placed at the TOP of the spine, covered with a clear protective tape.
 - xi. Genre and Special labels for adult, young adult, and juvenile materials are determined and specified by MVL on the order or from 655 genre headings, and are placed directly above the call number spine label. If these labels are not under a plastic cover then they must be covered with a clear protective tape. Only ONE label is allowed above the call number label. If more than one applies, use the label which best describes the material. See Processing Table in this Appendix for details and placement.
 - xii. All labels that appear on the outside of the book and are not under a plastic cover, must be covered with a clear protective tape.
 - xiii. For multi-volume sets indicate the volume or part number as the last line of the spine label. For example, v.1 or pt.2.
 - xiv. For other processing and labeling examples, refer to Appendix B, Processing section.
- b. DVDs and Blu-rays
- i. Place the barcode on the front upper-right corner of the DVD paper sleeve.
 - ii. Place *Mission Viejo Library* label/stamp on the paper sleeve inserted in the front of the case in the lower left corner. Also place a “donut” property stamp and on each disc taking care not to cover up title information.
 - iii. If there is any literature included, place *Mission Viejo Library* label/stamp on each piece.
 - iv. Spine labels placed at bottom of spine on paper sleeve. See Appendix A, Call Number Construction; and Appendix B, Call Number Labels and Processing Table.
 - v. For Blu-rays, place “Blu-ray” sticker above call letter on paper sleeve.
 - vi. For multi-part sets indicate the volume or part number on the last line of the spine label. For example, v.1 or pt.2. Enter this information in the 949 tag, subfield “e” (or 852 tag fields as appropriate)
 - vii. For all other processing and labeling questions, refer to Appendix B, Processing Table.

- viii. LOOK FOR labels, placed beneath barcode on paper insert.
- ix. CAUTION label placed inside DVD case above 1st DVD.
- c. Compact Discs (including books on CD)
 - i. Place the barcode on the front upper-right corner of the CD jewel case or audiobook case.
 - ii. Place *Mission Viejo Library* label/stamp on the front of the case (in the lower left corner for audiobooks, lower right for jewel case CDs). Tattle tape on top of first CD. Mission Viejo donut label on each CD, on top of tattle tape overlay for first disc.
 - iii. If there is any literature included, place *Mission Viejo Library* Label/stamp on each piece.
 - iv. Place the spine label on front lower-left corner of the CD jewel case, on the spine for audiobooks on CD.
 - v. Spine labels. See Appendix A, Call Number Construction; and Appendix B, Call Number Labels and Processing Table.
 - vi. Place music genre labels on the upper-left corner of the jewel case.
 - vii. LOOK FOR label is placed near barcode. CAUTION and similar labels are place inside the CD case.
 - viii. Cover all labels with protective tape.
 - ix. For multi-part sets indicate the volume or part number on the last line of the spine label. For example, v.1 or pt.2. Enter this information in the 949 tag, subfield “e” (or 852, subfield “m”).
 - x. For all other processing and labeling questions, refer to Appendix B, Processing Table.

2. Call Number Labels

For call number construction see Appendix A, Call Number Construction and Appendix B, Processing Table.

a. Books, CDs, Audiobooks on CD, and DVDs

Spine Labels are made of durable strength white matte labels 1” x 1 ½”. They are placed 1/8 inch from the bottom edge of the book or item spine. The label will wrap around to the front of the item with the left edge of the lettering on the label lining up with the left edge of the spine unless it can be centered on the spine. Place the label on the dust jacket before covering if book has a dust jacket or directly on the spine of the book if book has no dust jacket. For spiral bound books, books with no spine edge, CD jewel cases, and other materials that provide a narrow “spine” area, place the label in the lower left hand corner of cover 1/8 inch from the bottom edge of the item. Spine labels contain up to 5 lines with up to 14 characters per line. Note that some items, have pre-printed “call number” labels in different colors, each with a single letter to represent the main entry filing point.

b. Books, CDs, Audiobooks on CD, and DVDs With Long Lines

When names or copy/volume statements are too long to fit on the label above, use a durable strength white matte label 1” x 2 5/8”. They should be placed 1/8 inch from the bottom edge of the item spine. The label will wrap around to the front on the item with the left edge of the lettering on the label lining up with the left edge of the spine. Place the label on the dust jacket before covering if book has a dust jacket or directly on the spine of the book if book has no dust jacket. For spiral bound books, books with no spine edge, CD jewel cases, and other

materials that provide a narrow “spine” area, place the label in the lower left hand corner of cover 1/8 inch from the bottom edge of the book. Spine labels contain up to 5 lines.

3. Processing Table

The following tables provide information for call number construction and placement, as well as genre and special label specifications and placement.

a. Adult

Type	Call Number Label /Placement	Call No. (Item tags 949 or 852)	Security Strip (Y/N) /Placing	Special Instructions	Label Above Call Number Label
Fiction Hardcover and Trade Paperback	2 lines: 1 st line: FIC 2 nd line: Author’s last name, comma, space, initial of first name, period; or first significant word of title main entry all caps. Example: FIC FREEMAN, D.	Example: FIC FREEMAN, D.	N		Genre label: Science Fiction, Western, Fantasy, Mystery, Romance, Historical Fiction, Inspirational Fiction, Short-Stories, Award Winner, Paranormal-Romance,
Fiction Mass Market Paperback	2 lines: 1 st line: PB 2 nd line: Author’s last name, comma, space, initial of first name, period; or first significant word of title main entry all caps. Example: PB GRAFTON, S.	Example: PB GRAFTON, S.	N		Genre label: Science Fiction, Western, Fantasy, Mystery, Romance, Historical Fiction, Inspirational Fiction, Short-Stories, Paranormal-Romance
Non-Fiction Hardcover and paperback	2 lines: 1 st line: Dewey number 2 nd line: First three letters of main entry all caps. Example: 808.0234 YOR	Example: 808.0234 YOR	N		
Biographies	2 lines:	Example:	N		

Type	Call Number Label /Placement	Call No. (Item tags 949 or 852)	Security Strip (Y/N) /Placing	Special Instructions	Label Above Call Number Label
	1 st line: BIO 2 nd line: Subjects last name, comma, space, first letter of first name, period in all caps. Example: BIO JACKSON, P.	BIO JACKSON, P.			
Family Biographies	2 lines: 1 st line: BIO 2 nd line: Family surname in all caps. Example: BIO MANDELA	Example: BIO MANDELA	N		
Large Print (Fiction, Non-fiction, Biographies)	Varies by type: See type listed. Example: FIC FREEMAN, D. 808.0234 WOR BIO JACKSON, L.	Example: FIC FREEMAN, D. 808.0234 WOR BIO JACKSON, L.	N	“Large Print” Label – ON TOP OF SPINE (not above call number)	Genre label: Science Fiction, Western, Fantasy, Mystery, Romance. Historical Fiction, Inspirational Fiction, Short-stories, Paranormal-Romance
International Language Fiction, Non-fiction, Biographies	Varies per type: 1 st line: Three letter designator for language. In CAPS. Additional lines: see types listed Example: VIE FIC WONG, W. SPA 808.0234 WOR CHI BIO WONG, G.	Example: VIE FIC WONG, W. SPA 808.0234 WOR CHI BIO WONG, G.	N		Español
Oversized Fiction, Non-	Varies by type: See type listed	Example:	N		Oversize

Type	Call Number Label /Placement	Call No. (Item tags 949 or 852)	Security Strip (Y/N) /Placing	Special Instructions	Label Above Call Number Label
fiction, Biographies (If book is over 12 inches high or 9 inches wide)	Example: FIC FREEMAN, D. 808.0234 WOR BIO BILLS, W.	FIC FREEMAN, D. 808.0234 WOR BIO BILLS, W.			
New Books Fiction, Non-Fiction and Biographies Determined by library: Usually books that have a previous or current year copyright ; or are popular; or are provided by McNaughton	See Fiction, Non-Fiction and BIO types for Hardcover	See Fiction, Non-Fiction and BIO types for Hardcover	N	“New” label ON TOP OF SPINE and ON TOP OF COVER, if any	
Notes (including Cliffs and Monarch)	Use white letter sticker for first letter of author’s last name Example: G	Example: G	N		Notes
Reference	3 lines 1 st line: REF 2 nd line: Dewey number 3 rd line: First three letters of main entry all caps. Example: REF 808.0234 BRO	Example: REF 808.023 BRO	N	“For Reference – Do not take from this room” label to the left of the barcode on back cover. “For Reference – Do not take from this room” label above call number. Red overlay over call number label.	
Ready Reference	3 lines 1 st line: REF 2 nd line: Dewey number 3 rd line: First three letters of main entry all caps. Example:	Example: REF 808.023 BRO	N	“For Reference – Do not take from this room” label to the left of the barcode on back cover	Reference Desk

Type	Call Number Label /Placement	Call No. (Item tags 949 or 852)	Security Strip (Y/N) /Placing	Special Instructions	Label Above Call Number Label
	REF 808.0234 BRO				
Business Reference	3 lines 1 st line: REF 2 nd line: Dewey number 3 rd line: First three letters of main entry all caps. Example: REF 808.0234 BRO	Example: REF 808.023 BRO	N	“For Reference – Do not take from this room” label to the left of the barcode on back cover	Business
Professional Reference	3 lines 1 st line: REF 2 nd line: Dewey number 3 rd line: First three letters of main entry all caps. Example: REF 808.0234 BRO	Example: REF 808.023 BRO	N	“For Reference – Do not take from this room” label to the left of the barcode on back cover	Professional Collection
Books with software	See Fiction, Non-Fiction BIO, Reference, Large Print, Oversize and International Language types for Hardcover	See Fiction, Non-Fiction BIO, Reference, Large Print, Oversize and International Language types for Hardcover	N	Place “Check for” (fill out appropriate numbers), “CAUTION” sticker under the barcode. Write significant digits of barcode on each piece of software. “For Reference” label as appropriate	Genre labels and “Reference Desk” type labels as appropriate for category
DVDs Feature Film, Educational, Biographical, International Films	Varies by type: 1 st line: DVD Additional lines: See types listed. Example:	Example: DVD G DVD 808.29 ABR	N	Place barcode in upper right corner of paper insert front Place “CAUTION” sticker inside	Español, Subtitulada en Español, Subtitulada en Inglés, Subtitled in English (if appropriate)

Type	Call Number Label /Placement	Call No. (Item tags 949 or 852)	Security Strip (Y/N) /Placing	Special Instructions	Label Above Call Number Label
	<p>G (label varies between plain, “Classic” and “AFI Classic” as appropriate)</p> <p>DVD 808.29 ABR</p> <p>DVD BIO HOLLY, S.</p> <p>SPA DVD G</p> <p>SPA DVD 808.29 ABR</p>	<p>DVD BIO HOLLY, S.</p> <p>SPA DVD G</p> <p>SPA DVD 808.29 ABR</p>		<p>container centered above DVD. If using multi-part container, also use the “Check for” label.</p> <p>Add genre label at top of spine on insert for entertainment video: Action/Adventure, British Programs, Comedy, Drama, Family, International Films, Romance, Sci-Fi/Fantasy, Suspense</p>	
BLU-RAYs Feature Film, Educational, Biographical, International Films	<p>Varies by type:</p> <p>1st line: BLU-RAY Additional lines: See types listed.</p> <p>Example:</p> <p>G (label varies between plain, “Classic” and “AFI Classic” as appropriate)</p> <p>BLU-RAY 808.29 ABR</p> <p>BLU-RAY BIO HOLLY, S.</p> <p>SPA BLU-RAY G</p> <p>SPA BLU-RAY 808.29 ABR</p>	<p>Example:</p> <p>BLU-RAY G</p> <p>BLU-RAY 808.29 ABR</p> <p>BLU-RAY BIO HOLLY, S.</p> <p>SPA BLU-RAY G</p> <p>SPA BLU-RAY 808.29 ABR</p>	N	<p>Place barcode in upper right corner of paper insert front</p> <p>Place “CAUTION” sticker inside container centered above Blu-ray disc. If using multi-part container, also use the “Check for” label.</p> <p>Add genre label at top of spine on insert for entertainment video: Action/Adventure, British Programs, Comedy, Drama, Family, International Films, Romance, Sci-Fi/Fantasy, Suspense</p>	<p>Blu-ray Disc</p> <p>Español, Subtitulada en Español, Subtitulada en Ingles, Subtitled in English (if appropriate)</p>

Type	Call Number Label /Placement	Call No. (Item tags 949 or 852)	Security Strip (Y/N) /Placing	Special Instructions	Label Above Call Number Label
Compact Discs (Music)	<p>3 lines:</p> <p>1st line: CD 2nd line: Genre: CHAMBER, CHORAL/VOCAL, CLASSICAL, SOLO INST., SYMPHONIC, COUNTRY, FILM/STAGE, JAZZ, HOLIDAY, MISCELLANEOUS, SPOKEN WORD, OPERA, BLUES/FOLK, INTERNATIONAL, POPULAR, RAP, ROCK 3rd line: If 1-3 composers/performers, then most prominent last name, space, comma, first letter of first name, period; or name of group; if more than 3 composers/performers, then first word of title. For soundtracks, the title of the soundtrack in all caps.</p> <p>Example:</p> <p>CD POPULAR PRETENDERS</p> <p>CD FILM/STAGE MOULIN ROUGE</p> <p>Place label on front lower left corner of jewel case</p>	<p>Example:</p> <p>CD POPULAR PRETENDERS</p> <p>CD FILM/STAGE MOULIN ROUGE</p>	N	<p>Place barcode on upper-right corner of jewel case.</p> <p>Place “Check For” sticker under barcode.</p> <p>Caution label under first CD</p> <p>Write significant digits of barcode on each disc and on insert literature.</p>	<p>Genre label:</p> <p>CLASSICAL OPERA POPULAR COUNTRY JAZZ MISC FILM/STAGE</p> <p>Place label on front upper left corner of jewel case.</p>
Books on CD Fiction, Non-	<p>Varies by type:</p> <p>3 lines:</p>	Example:	N	Place barcode on upper right	Genre label: Science Fiction, Western,

Type	Call Number Label /Placement	Call No. (Item tags 949 or 852)	Security Strip (Y/N) /Placing	Special Instructions	Label Above Call Number Label
Fiction, Biographies	1 st line: BOCD Additional lines: See types listed. Example: BOCD FIC BROWN, L. BOCD 808.023 WOR BOCD BIO JACKSON, L.	BOCD FIC BROWN, L. BOCD 808.023 WOR BOCD BIO JACKSON, L.		corner of paper insert. Place “Check for” (fill out appropriate numbers) sticker under the barcode. “CAUTION” label under first CD “NOTICE” label under first CD (for software only) Write significant digits of barcode on each CD.	Fantasy, Mystery, Romance, Short-stories
CDs (Language)	2 lines: 1 st line: CD 2 nd line: The name of the language that is being taught in all caps. Example: CD SWAHILI	Example: CD SPANISH	N	Place barcode on upper right corner of cover. Place “Check for” (fill out appropriate numbers) sticker under the barcode. “CAUTION” label under first CD Write significant digits of barcode on each piece.	Language
CDs (Instructional)	3 lines 1 st line: CD 2 nd line: Dewey number 3 rd line: First three letters of main entry all caps. Example: CD 808.0234 BRO	Example: CD 808.0234 BRO	N	Place barcode on upper right corner of cover. Place “Check for” (fill out appropriate numbers) sticker under the barcode. “CAUTION” label under first CD Write significant digits of barcode on each piece.	Instructional

b. Young Adult

Type	Call Number Label /Placement	Call No. (Item tags 949 or 852)	Security Strip (Y/N) /Placing	Special Instructions	Label Above Call Number Label
Fiction Hardcover and Trade Paperback	3 lines: 1 st line: YA 2 nd line: FIC 3 rd line: Author's last name, comma, space, initial of first name, period; or first significant word of title main entry in all caps. Example: YA FIC BROWN, D.	Example: YA FIC BROWN, D.	N		Genre or Holiday label (see Additional Labels section below)
Fiction Mass-Market Paperbacks (Series and Non-series)	Use blue sticker (to denote YA) with alphabetic letter for initial of author's last name; or first letter in first significant word in title main entry Example: G	Example: YA G	N		Genre label: Science Fiction, Western, Fantasy, Mystery, Romance, Historical Fiction, Christian Fiction

c. Juvenile Materials

Type	Call Number Label	Call No. (Item tags 949 or 852)	Security Strip (Y/N) Placing	Special Instructions	Label Above Call number Label
Fiction Hardcover and Trade Paperback (Non-series)	3 lines: 1 st line: J 2 nd line: FIC 3 rd line: Authors last name, comma, space, initial of first name, period; or first significant word of title main entry in all caps. Example: J FIC FREEMAN, D.	Example: J FIC FREEMAN, D.	N	“New” label for selected items, “Graphic Novel” for selected items, or “Newbery” or “Caldecott” for award winners. At top of spine.	Genre or Holiday label (see Additional Labels section below)
Fiction Mass-Market Paperbacks	Use yellow sticker (to denote Juvenile) with alphabetic letter for initial of author’s last name; or first letter in first significant word in title main entry. Example: G	Example: J PB G	N		Christian Fiction, Fantasy, Historical Fiction, Mystery, Science Fiction
Easy Books	3 lines: 1 st line: J 2 nd line: EASY 3 rd line: Authors last name, comma, space, Initial of first name, period ; or, first significant word in title if title main entry in all caps. Example: J EASY BROWN, L.	Example: J EASY BROWN, L.	N	Red and Green protector over call number label: Red: Grades 1-3 Green: Grades 3-5 “New” label for selected items, or “Newbery” or “Caldecott” for award winners. At top of spine.	Genre or Holiday label (see Additional Labels section below)

Type	Call Number Label	Call No. (Item tags 949 or 852)	Security Strip (Y/N) Placing	Special Instructions	Label Above Call number Label
Picture Books	3 lines: 1 st line: J 2 nd line: PIC 3 rd line: First three letters of authors last name or first letter of first three letters of significant work in main entry title in all caps. Example: J PIC GRE	Example: J PIC GRE	N	“New” label for selected items, or “Newbery” or “Caldecott” for award winners. At top of spine.	Genre or Holiday label (see Additional Labels section below)
Non-fiction Hardcover or paperback	3 lines: 1 st line: J 2 nd line: Dewey number 3 rd line: First three letters of main entry in all caps. Example: J 808.0234 COL	Example: J 808.0234 COL	N	“New” label for selected items, or “Newbery” or “Caldecott” for award winners. At top of spine.	Genre or Holiday label (see Additional Labels section below)
Biographies	3 lines: 1 st line: J 2 nd line: BIO 3 rd line: Subjects last name, comma, first initial, period in all caps. Example: J BIO BROWN, L.	Example: J BIO BROWN L.	N	“New” label for selected items, or “Newbery” or “Caldecott” for award winners. At top of spine.	Genre or Holiday label (see Additional Labels section below)
International Language (All types)	Varies per type: 1 st line: J 2 nd line: three-letter designator for language in caps	Example: J SPA PIC GRE J SPA 808.023 WOR	N		

Type	Call Number Label	Call No. (Item tags 949 or 852)	Security Strip (Y/N) Placing	Special Instructions	Label Above Call number Label
	<p>Additional lines: see types listed</p> <p>Example:</p> <p>J SPA PIC GRE</p> <p>J SPA 808.023 WOR</p> <p>J CHI BIO WONG, B.</p>	J CHI BIO WONG, B.			
Reference	<p>4 lines:</p> <p>1st line: J 2nd line: REF 3rd line: Dewey number 4th line: First three letters of main entry all caps.</p> <p>Example:</p> <p>J REF 808.0234 BRO</p>	<p>Example:</p> <p>J REF 808.0234 BRO</p>	N	<p>Yellow protector over call number label</p> <p>“For Reference – Do not take from this room” label to the left of the barcode on back cover</p>	
Ready Reference	<p>4 lines:</p> <p>1st line: J 2nd line: REF 3rd line: Dewey number 4th line: First three letters of main entry all caps.</p> <p>Example:</p> <p>J REF 808.0234 BRO</p>	<p>Example:</p> <p>J REF 808.0234 BRO</p>	N	<p>Yellow protector over call number label.</p> <p>“For Reference – Do not take from this room” label to the left of the barcode on back cover</p>	Reference Desk

Type	Call Number Label	Call No. (Item tags 949 or 852)	Security Strip (Y/N) Placing	Special Instructions	Label Above Call number Label
Story Book Collection (All types)	Varies with type: 1 st line: J 2 nd line: REF Additional lines: any type of call number, fiction, non-fiction, etc. Example: J REF PIC GRE	Example: J REF PIC GRE	N	Yellow protector over call number label. “For Reference – Do not take from this room” label to the left of the barcode on back cover	Story Book
Pop-up Book Collection (All types)	Varies with type: 1 st line: J 2 nd line: REF Additional lines: any type of call number, fiction, non-fiction, etc. Example: J REF PIC GRE	Example: J REF PIC GRE	N	Yellow protector over call number label. “For Reference – Do not take from this room” label to the left of the barcode on back cover	Pop-up Books
DVDs Feature Film, Educational, Biographical, International Films	Varies with type: 1 st line: J 2 nd line: DVD Additional lines: see types listed Example: Yellow letter for entertainment videos G J DVD 808.023 WOR J DVD BIO LEE, J.	Example: J DVD G J DVD 808.023 WOR J DVD BIO LEE, J. J SPA DVD BIO LEE, J.	N	Place barcode in upper right corner of container front Place “CAUTION” sticker on cover of container. If using multi-part container, also use the “Check for” label.	Español, Subtitulada en Español, Subtitulada en Inglés, Subtitled in English

Type	Call Number Label	Call No. (Item tags 949 or 852)	Security Strip (Y/N) Placing	Special Instructions	Label Above Call number Label
	J SPA DVD BIO LEE, J.				
Compact Discs (Music)	<p>3 lines:</p> <p>1st line: J 2nd line: CD 3rd line: If 1-3 composers/performers, then most prominent last name, comma, space, first letter of first name. period; or name of group; if more than 3 composers/performers, then first word of title all caps.</p> <p>Example:</p> <p>J CD RAFFI</p> <p>Place label on front lower left of case.</p>	<p>Example:</p> <p>J CD RAFFI</p>	N	<p>Place barcode on front upper-right corner of CD (do not cover over title, if possible)</p> <p>Place “CAUTION” sticker under barcode.</p> <p>“Children” label in upper-left corner of CD</p>	
Books on CD Fiction, Non-Fiction, Biographies	<p>Varies by type:</p> <p>4 lines:</p> <p>1st line: J 2nd line: BOCD Additional lines: See types listed.</p> <p>Example:</p> <p>J BOCD FIC BROWN, L.</p> <p>J BOCD 808.023 WOR</p> <p>J BOCD</p>	<p>Example:</p> <p>J BOCD FIC BROWN, L.</p> <p>J BOCD 808.023 WOR J BOCD BIO JACKSON, L.</p>	N	<p>Place barcode on upper right corner of cover.</p> <p>Place “Check for” (fill out appropriate numbers) sticker under the barcode.</p> <p>“CAUTION” label under first CD</p> <p>“NOTICE” label under first CD (for software only)</p> <p>Write significant digits of barcode on each CD.</p>	

Type	Call Number Label	Call No. (Item tags 949 or 852)	Security Strip (Y/N) Placing	Special Instructions	Label Above Call number Label
	BIO JACKSON, L.				
CDs (Language)	3 lines: 1 st line: J 2 nd line: CD 3 rd line: The name of the language that is being taught all caps. Example: J CD SWAHILI	Example: J CD SPANISH	N	Place barcode on upper right corner of cover. Place “Check for” (fill out appropriate numbers) sticker under the barcode. “CAUTION” label under first CD Write significant digits of barcode on each piece.	Language
CDs (Instructional)	4 lines 1 st line: J 2 nd line: CD 3 rd line: Dewey number 4th line: First three letters of main entry all caps. Example: J CD 808.0234 BRO	Example: J CD 808.0234 BRO	N	Place barcode on upper right corner of cover. Place “Check for” (fill out appropriate numbers) sticker under the barcode. “CAUTION” label under first CD Write significant digits of barcode on each piece..	Instructional

d. Additional Labels

The MVL Children’s department uses the following genre and holiday labels on books. Label is placed above the spine call number label, and only one label is attached per book:

- i. Genre:
 - 1-2-3, A-B-C, Adventure, Animals, Black History, Christian Fiction, Dinosaur, Español, Fairytales, Fantasy, Historical Fiction, Horror, Humor, Inspirational Fiction, Mystery, Native American, Presidents, Romance, Science Fiction, Short-stories, Sports & Games, Blue Level 3, Westerns, Toddler
- ii. Holiday:
 - Christmas, Easter, Halloween, Hanukkah, Holidays, Jewish Holidays, Kwanzaa, Thanksgiving, Valentine’s Day

4. Languages

Currently, MVL holds materials in the following languages:

- Chinese
- Vietnamese
- Spanish
- English
- Japanese
- Persian (Farsi)

5. Item Loan Types

MVL item types are represented by upper case alphanumeric codes of up to 10 characters. MVL currently has approximately 87 unique item loan types, which determine the loan period and fines charged to the patron.

Sample of Symphony Item Type	Description
ABSW-21	Adult Books with Software
AREF-0	Adult Reference Materials

6. Home Location Codes

Symphony Home Location Codes are represented by upper case alpha codes of up to 10 characters. MVL currently has approximately 190 unique home location codes, which determine our shelving areas and processing labels.

Sample of Symphony Home Location Code	Description
JPIC	Juvenile Picture Books
AREF	Adult Reference Book Materials

Appendix C - Record Matching Specifications

When searching MVL databases to determine whether a new bibliographic record needs to be added to database, vendor should search for the following access points:

1. SirsiDynix bibliographic record key/control number
2. ISBN/ISSN (10-digit and 13-digit)
3. LCCN (including prefixes and suffixes)
4. Author/editor
5. Title

If vendor's search matches on any field, use the following field-by-field guidelines to determine whether a matching record exists in the database and to determine cataloging questions to bring to MVL's attention:

1. Duplicate Records - Choose a record for appending holdings according to the following priorities:
 - a. Serial over monograph (for serials)
 - b. Library of Congress MARC record
 - c. Fullest and most accurate and authoritative access points, such as author, title, call number, subject headings.
 - d. Most attached item records (holdings)
2. 020/022 ISBN/ISSN - For multi-volume items, be sure to search any ISBNs for individual volumes, whether or not the ISBN represents the numbered volume in hand. Also search the set ISBN, if available, to prevent duplicate records for multi-volume sets.
 - a. For individual serial issues, search the ISSN and the ISBN, if available. Holdings for serial issues should only be attached to a serial record. Notify MVL if a monograph record is found for a serial issue.
 - b. If a monograph record is all that is found, create a serial record and notify MVL that holdings can be attached to the vendor-created serial record.
3. 092 Call Number - If more than one matching record with differing call numbers is found, attach the item record to the best bibliographic record as determined above and notify MVL of the discrepancy.

If no call number is found in the 092 tag, use the call number from the 949 item record. If inconsistent call numbers are found in the 949 tag, select the call number using the following priority order:

 - Most frequently used
 - Derived from 082 (LC MARC) call number using call number specifications
 - Most recent
4. 1XX/7XX Author - If the form of the name differs from RDA, as appearing in the latest automated LC Name Authority File (LC NAF), attach the item record, but notify MVL so that the record can be corrected and the spine labels changed, if needed.

5. 130/240 Uniform Title - Ignore the presence or absence of these fields in determining whether a record matches the item in hand.
6. 245 Title - Subfield "a" (main title) and subfield "b" (subtitle) must match exactly. Subfield "c" (statement of responsibility) must match. For CIP records, subfield "a" must match exactly, subfield "c" must match the authors and editors exactly, but not necessarily in the order they appear on the book title page.
7. 250 Edition - Ignore the presence or absence of any 1st ed. statements in determining whether the record matches the book in hand. All other edition statements must match exactly.
8. 264 Publication - First place of publication and first publisher must match. Ignore subsequent places of publication or second publisher or distributor in determining whether to add item records. Ignore the presence or absence of a state or country in the place of publication subfield.

First publisher should be considered a match when the publisher's name has changed but at least one significant word indicates that it is the same entity, or if the publisher in either the item or on the record is clearly a subsidiary:

- Record: Henry Holt
- Book: Holt, Rhinehart & Winston
- Record: Harper Junior Books
- Book: Harper & Row

Copyright date must match in order to use existing record. For serial issues, date of first issue must match the record, not the date of the issue in hand.

9. 300 Collation - Volume information must match exactly. 3 v. in 1 is not the same as 3 v. and is not considered a match. Pagination must match within 10 pages, excluding preliminary and supplementary paging and leaves or pages of plates. For example:

- xix, 119 p. MATCHES 119 p.
- 120 p. xx p. MATCHES 120 p.
- 60 p., [12] p. of plates MATCHES 60 p. : ill.

An illustration subfield, correctly indicating colored, black or white, or a mix, must appear in the record to match the record with the book in hand. Ignore subfield "c" (dimensions) in determining whether to use the record for the item in hand. For CIP records, ignore the information in this field for the purpose of matching record to the item in hand.

10. 4XX/8XX Series - Ignore the presence or absence of series fields in determining whether the item matches a record, except that numbered series statements appearing on the item and in the same record must have the same number.
11. 5XX Notes - Notes fields are ignored, except when used to determine a match.
12. 6XX Subject Headings - Subject headings are not used to determine whether the record matches the item in hand.

CITY OF MISSION VIEJO

AGREEMENT WITH FOR SERVICES OVER \$30,000 (Indemnification Only)

THIS AGREEMENT is made and effective as of ____, 2____, between the **City of Mission Viejo**, a California general law city and municipal corporation ("City") and ____ ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on ____, 2____, and shall remain and continue in effect until tasks described herein are completed, but in no event later than ____, 2____, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding this limit on term, some duties and obligations may survive the termination, lapse, or completion of this Agreement.

2. **SERVICES.** Consultant shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**.

3. **PERFORMANCE.** Consultant shall at all times faithfully, competently, and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant represents to the City that it has the qualifications and equipment/technology necessary to competently and reasonably perform the tasks required by this Agreement. Consultant shall employ, at a minimum, generally accepted standards, practices, and equipment utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

a. The City agrees to pay Consultant monthly in arrears, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed ____ Dollars (\$____) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Any terms or conditions set forth in **Exhibit A or Exhibit B**, which do not describe the work to be performed, the payment rates and terms, or the payment schedule have not been agreed to by the City and shall not be deemed a part of this Agreement.

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council or, if pursuant to its authority, the City Manager, or his or her designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager or the City's representative and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed 15% of the contract amount approved by City Council or \$30,000, whichever is less. Any additional work in excess of this amount

shall be approved by the City Council.

c. Consultant shall submit reasonably detailed invoices monthly for actual services performed and, as applicable, equipment and materials acquired. Invoices shall be submitted on or about the first business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

d. Notwithstanding the above provisions, Consultant shall not be paid for any work performed until it has submitted to the City a fully completed and executed Internal Revenue Service Form W-9.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.

a. The City may at any time, with or without cause, in its sole discretion, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice of the decision. City shall not be obligated to explain its reasons for termination. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City and consistent with the Agreement. Upon termination of the Agreement pursuant to this Section, the Consultant will, as a precondition to being compensated, submit an invoice to the City consistent with Section 4.

6. DEFAULT OF CONSULTANT.

a. The Consultant's failure to comply with the provisions of this Agreement shall constitute a material default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the City Manager or his or her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) calendar days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right,

notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement.

7. OWNERSHIP OF DOCUMENTS.

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, video and sound recordings, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

c. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

d. Notwithstanding anything to the contrary, Consultant, including all persons, firms, or entities with which it may interact, shall provide City all records pursuant to the California Public Records Act at City's request. This duty and obligation shall survive the lapse, termination, or completion of this Agreement. No cost shall be charged to the City related to compliance with this provision.

8. INDEMNIFICATION. The Consultant agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, consultants, employees, attorneys, agents, and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the City, its officers, officials, consultants, employees, attorneys, agents, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement, excepting only liability arising out of the negligence of the City.

9. **INSURANCE REQUIREMENTS.** The City has determined that no insurance is required for the work to be performed pursuant to this Agreement.

10. **INDEPENDENT CONTRACTOR.**

a. Consultant is and shall at all times remain as to the City a wholly independent contractor having only the contractual duties and obligations agreed upon as memorialized in this Agreement. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, officials, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against or for City, or bind City in any manner, whether in law or equity.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay, nor be deemed to have paid or delivered salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. **LEGAL RESPONSIBILITIES.** The Consultant shall keep itself informed of all County, State, and Federal laws and regulations, which in any manner affect its requirements under this Agreement, and those employed by it or in any way affect the performance of its service, duties, and obligations pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, its officers, officials, employees, attorneys, agents, and volunteers shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. This section shall survive, without limitation, the termination, lapse or completion of this Agreement.

12. **RELEASE OF INFORMATION.**

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subcontractors shall not, without written authorization from the City or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City prior notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition,

13. NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the Party as set forth below or at any other address as that Party may later designate by subsequent written notice:

To Consultant:

15. LICENSES. At all times during the term of this Agreement and prior to commencement of any work under this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. GOVERNING LAW. The City and Consultant agree that the laws of the State of California, or, as necessary, the laws of the United States Federal government, shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

17. LITIGATION. Any litigation concerning this Agreement commenced by a Party or any person, firm or entity claiming under Consultant shall be filed and have venue in the municipal, superior, or federal district court with geographic jurisdiction over the City of Mission Viejo.

18. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, direct or implied, are merged into this Agreement and shall be of no further force or effect. Each Party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. Each Party has had the opportunity to have this Agreement reviewed by independent legal counsel of its own selection and is not relying on any representations, opinions, or advice of the other Party.

19. AUTHORITY TO EXECUTE THIS AGREEMENT. The person or persons executing this Agreement on behalf of Consultant warrant and represent that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder. Consultant agrees that the person executing this Agreement is an authorized agent of Consultant with the power to bind Consultant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

3.13.2 CONSULTANT CITY OF MISSION VIEJO

By: _____	Date _____	Dennis Wilberg	Date _____
Title: _____		City Manager	

By: _____	Date _____	Department Head:	Date _____
Title: _____		Department:	

[Two signatures of corporate officers required]

Attest:

Karen Hamman
City Clerk

Approved As to Form:

William P. Curley, III
City Attorney

Date

Heather Campbell
Risk Management Administrator