



Request for Proposal
Technical Services Outsourcing
for
Mission Viejo Library

March 11, 2024

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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, 2024 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, 2024 through June 30, 2026 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, 2024 through June 30, 2026 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 (hereafter “City”) 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, 2024
Proposal Due	Tuesday, April 30, 2024, 5:00PM
Vendor Demonstrations or Interviews	May 6 - 10, 2024
Identification of Preferred Vendor	May 24, 2024
Contract Negotiations/Final Selection/Signing	May/June, 2024
Profiling and Setup	June/July, 2024
Begin Services	July 1, 2024

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, 2024, 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 The City 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 The City intends to include a contract cancellation clause should performance be considered unsatisfactory solely in the opinion of City.
- 2.2.8 Proposals, including cost breakdowns, must be valid for a minimum of 90 days from the proposal deadline.
- 2.2.9 City 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 City of Mission Viejo, its officers, elected Trustees, officials, 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 City.
- 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 The City 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 \$50,000 (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 City 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 City 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 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.. 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 City. MARC format brief order records are available to import into the SirsiDynix Symphony Acquisitions module. The system is capable of identifying duplicate ISBNs within the SirsiDynix Symphony database or online catalog, 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, , and pre-publication books. 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. The online platform also allows for users to share carts/lists across user accounts.
- 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 and Blu-Rays including, but not limited to: feature films, international films, children’s films, and nonfiction instructional and documentary films. DVDs and Blu-Rays must be received by vendor for cataloging and processing by the date they appear in the marketplace.
 - g) Large Print Books from various publishers including G.K. Hall, Thorndike, Chivers and Wheeler.
 - h) International Language Books including Spanish and Persian (Farsi) in both the language of the original literature and translations of English titles.
 - i) 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, and pre-publication books.
- 3.7.5 Staff can access invoices from the vendor's online interface.

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.
- 3.9.4 Minimum number of items required for shipping to be disclosed. Vendor is able to combine orders from across accounts to meet minimum required item count for shipping.

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 City use are permitted without requesting permission of vendor.
- 3.10.2 City 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 City 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 City 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 single point of contact 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:	
<p>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.</p>	
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. What criteria is used to determine “demand/popularity” in your online interface?
5. 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?
6. Do you require minimum copy orders for full discount advantage, or a minimum annual contract amount? If so, please describe.
7. Can you supply the following services?
 - a) adult or young adult approval programs
 - b) juvenile approval programs
8. Can materials be returned to vendor even after processing? If all cannot be returned, which ones cannot?
9. 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.
10. Other than the processing of materials as specified in Appendix B, are there other processing procedures you would suggest and are able to provide?
11. 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?
12. 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.

13. Are users able to edit/add/delete grid codes and templates from the online interface?
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 do you handle orders that are NOT on the vendor-provided selection lists?
26. What qualifications are typically required of your collection development staff? Cataloging staff?

27. 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?
28. Please provide a sample copy of your profile(s) form for collection development, or a link to an online sample.
29. Please describe any retrospective collection development or collection expansion service vendor provides and an explanation of how the cost is calculated.
30. 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
 - 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 655 _7 Large print books.|2lcgft
 - 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.|2lcf”
 - 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.|2lcf”
 - iv. for major motion pictures, addition of “655 _7 Feature films.|2lcf”
- 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.|2lcf”
 - iv. for major motion pictures, addition of “655 _7 Feature films.|2lcf”
- g. Video games
 - i. addition of subfield “h” [Xbox One], [Xbox Series X], [PlayStation 4], [PlayStation 5] or [Nintendo Switch] as appropriate in 24X tags.
 - ii. addition of “655 _7 Video games.|2lcf”

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 all capitals, 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 biographer
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
Early Readers	J ER, plus last name, first initial of author
Beginning Chapter books	J BC, 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. BLU-RAY, plus Dewey and three letter cutter for non-fiction, or just single letter title cutter for entertainment videos.
Video games	VIDEO GAME, plus single letter title cutter.
Audiobooks	BOCD prefix, plus call number and cutter similar to fiction and non-fiction books.
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 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, Blu-rays, Videogames
- i. Place the barcode on the front upper-right corner of the container’s 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 label on each disc.
 - 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.

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). *Mission Viejo* donut label on each CD.
- 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. LOOK FOR label is placed near barcode. CAUTION and similar labels are placed inside the CD case.
- vii. Cover all labels with protective tape.
- viii. 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”).
- ix. 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, and DVD/Blu-rays

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.

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)	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	Example: FIC FREEMAN, D.		Genre label: Science Fiction, Western, Fantasy, Mystery, Romance, Historical

Type	Call Number Label /Placement	Call No. (Item tags 949 or 852)	Special Instructions	Label Above Call Number Label
	name, period; or first significant word of title main entry all caps. Example: FIC FREEMAN, D.			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.		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		
Biographies	2 lines: 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.	Example: BIO JACKSON, P.		
Family Biographies	2 lines: 1 st line: BIO 2 nd line: Family surname in all caps.	Example: BIO MANDELA		

Type	Call Number Label /Placement	Call No. (Item tags 949 or 852)	Special Instructions	Label Above Call Number Label
	Example: BIO MANDELA			
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.	“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: SPA 808.0234 WOR PER FIC AKBARI, R.	Example: SPA 808.0234 WOR PER FIC AKBARI, R.		Español
Oversized Fiction, Non-fiction, Biographies (If book is over 12 inches high or 9 inches wide)	Varies by type: See type listed Example: FIC FREEMAN, D. 808.0234 WOR BIO BILLS, W.	Example: FIC FREEMAN, D. 808.0234 WOR BIO BILLS, W.		Oversize
New Books Fiction, Non-Fiction and Biographies Determined by library: Usually books that have a previous or current year	See Fiction, Non-Fiction and BIO types for Hardcover	See Fiction, Non-Fiction and BIO types for Hardcover	“New” label ON TOP OF SPINE and ON TOP OF COVER, if any	

Type	Call Number Label /Placement	Call No. (Item tags 949 or 852)	Special Instructions	Label Above Call Number Label
copyright ; or are popular.				
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	“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: REF 808.0234 BRO	Example: REF 808.023 BRO	“For Reference – Do not take from this room” label to the left of the barcode on back cover	Reference Desk
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	“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	Place “Check for” (fill out appropriate numbers), Write significant digits of barcode on each piece of software.	Genre labels and “Reference Desk” type labels as appropriate for category

Type	Call Number Label /Placement	Call No. (Item tags 949 or 852)	Special Instructions	Label Above Call Number Label
			“For Reference” label as appropriate	
DVDs Feature Film, Educational, Biographical, International Films	Varies by type: 1 st line: DVD Additional lines: See types listed. Example: G DVD 808.29 ABR DVD BIO HOLLY, S. SPA DVD G SPA DVD 808.29 ABR	Example: DVD G DVD 808.29 ABR DVD BIO HOLLY, S. SPA DVD G SPA DVD 808.29 ABR	Place barcode in upper right corner of paper insert front If using multi-part container, also use the “Check for” label. 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	Español, Subtitulada en Español, Subtitulada en Ingles, Subtitled in English (if appropriate)
BLU-RAYs Feature Film, Educational, Biographical, International Films	Varies by type: 1 st line: BLU-RAY Additional lines: See types listed. Example: G BLU-RAY 808.29 ABR BLU-RAY BIO HOLLY, S. SPA BLU-RAY G SPA BLU-RAY 808.29	Example: BLU-RAY G BLU-RAY 808.29 ABR BLU-RAY BIO HOLLY, S. SPA BLU-RAY G SPA BLU-RAY 808.29 ABR	Place barcode in upper right corner of paper insert front 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	Blu-ray Disc Español, Subtitulada en Español, Subtitulada en Ingles, Subtitled in English (if appropriate)

Type	Call Number Label /Placement	Call No. (Item tags 949 or 852)	Special Instructions	Label Above Call Number Label
VIDEO GAMES	ABR Use white sticker with alphabetic letter for main entry title of video game.	VIDEO GAME B	Place barcode on upper right corner of paper insert. Place "Check for" (fill out appropriate numbers) sticker under the barcode. Write significant digits of barcode on each CD.	
Books on CD Fiction, Non-Fiction, Biographies	Varies by type: 3 lines: 1 st line: BOCD Additional lines: See types listed. Example: BOCD FIC BROWN, L. BOCD 808.023 WOR BOCD BIO JACKSON, L.	Example: BOCD FIC BROWN, L. BOCD 808.023 WOR BOCD BIO JACKSON, L. .	Place barcode on upper right corner of paper insert. Place "Check for" (fill out appropriate numbers) sticker under the barcode. Write significant digits of barcode on each CD.	Genre label: Science Fiction, Western, 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	Place barcode on upper right corner of cover. Place "Check for" (fill out appropriate numbers) sticker under the barcode. Write significant digits of barcode on each piece.	Language

b. Young Adult

Type	Call Number Label /Placement	Call No. (Item tags 949 or 852)	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.		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		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)	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.	“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		Christian Fiction, Fantasy, Historical Fiction, Mystery, Science Fiction
Early Readers Beginning Chapter books	3 lines: 1 st line: J 2 nd line: ER or BC 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 ER BROWN, L.	Example: J ER BROWN, L. J BC ADLER, D.	Blue or Yellow protector over call number label: Blue (ER): Grades 1-3 Yellow (BC): 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)	Special Instructions	Label Above Call number Label
	J BC ADLER, D.			
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	“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	“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.	“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	Example: J SPA PIC GRE		

Type	Call Number Label	Call No. (Item tags 949 or 852)	Special Instructions	Label Above Call number Label
	<p>2nd line: three-letter designator for language in caps Additional lines: see types listed</p> <p>Example:</p> <p>J SPA PIC GRE</p> <p>J SPA 808.023 WOR</p>	<p>J SPA 808.023 WOR</p> <p>J PER BIO AKBARI, R.</p>		
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>	<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>	<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)	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	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	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.	Place barcode in upper right corner of container front	Español, Subtitulada en Español, Subtitulada en Ingles, Subtitled in English

Type	Call Number Label	Call No. (Item tags 949 or 852)	Special Instructions	Label Above Call number Label
	J SPA DVD BIO LEE, J.			
BLU-RAYs Feature Film, Educational, Biographical, International Films	Varies by type: 1 st line: J 2 nd line: BLU- RAY Additional lines: see types listed Example: G J BLU-RAY 808.29 ABR J BLU-RAY BIO HOLLY, S. J SPA BLU-RAY G J SPA BLU-RAY 808.29 ABR	Example: J BLU-RAY G J BLU-RAY 808.29 ABR J BLU-RAY BIO HOLLY, S. J SPA BLU-RAY G J SPA BLU-RAY 808.29 ABR	Place barcode in upper right corner of paper insert front	Blu-ray Disc Español, Subtitulada en Español, Subtitulada en Ingles, Subtitled in English (if appropriate)
Compact Discs (Music)	3 lines: 1 st line: J 2 nd line: CD 3 rd line: If 1-3 composers/perfor mers, then most prominent last name, comma, space, first letter of first name. period; or name of group; if more than 3 composers/perfor mers, then first word of title all caps. Example:	Example: J CD RAFFI	Place barcode on front upper-right corner of CD (do not cover over title, if possible) "Children" label in upper-left corner of CD	

Type	Call Number Label	Call No. (Item tags 949 or 852)	Special Instructions	Label Above Call number Label
	J CD RAFFI Place label on front lower left of case.			
Books on CD Fiction, Non-Fiction, Biographies	Varies by type: 4 lines: 1 st line: J 2 nd line: BOCD Additional lines: See types listed. Example: J BOCD FIC BROWN, L. J BOCD 808.023 WOR J BOCD BIO JACKSON, L.	Example: J BOCD FIC BROWN, L. J BOCD 808.023 WOR J BOCD BIO JACKSON, L.	Place barcode on upper right corner of cover. Place "Check for" (fill out appropriate numbers) sticker under the barcode. Write significant digits of barcode on each CD.	
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	Place barcode on upper right corner of cover. Place "Check for" (fill out appropriate numbers) sticker under the barcode. Write significant digits of barcode on each piece.	Language
CDs (Instructional)	4 lines 1 st line: J 2 nd line: CD	Example: J CD 808.0234 BRO	Place barcode on upper right corner of cover.	Instructional

Type	Call Number Label	Call No. (Item tags 949 or 852)	Special Instructions	Label Above Call number Label
	3 rd line: Dewey number 4th line: First three letters of main entry all caps. Example: J CD 808.0234 BRO		Place “Check for” (fill out appropriate numbers) sticker under the barcode. Write significant digits of barcode on each piece..	

d. Additional Labels

The MVL Children’s department sometimes 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:

- English
- Spanish
- Persian (Farsi)

5. Item Loan Types

MVL item types are represented by upper case alphanumeric codes of up to 10 characters.

Sample of Symphony Item Type	Description
ABOOK-21	Adult Books
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
ABIO	Adult Biography

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 \$50,000 (Insurance Required)

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. This contract may be renewed by mutual agreement of both parties for one (1) two-year term. This renewal is contingent upon satisfactory work being performed by the Consultant.

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 their 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 their 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 \$50,000. 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 suspended or terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of suspension or termination, provided that the work performed is of value to the City and consistent with the Agreement. Upon suspension or 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 their 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. This section shall, without limitation, survive the termination, lapse, or completion of this Agreement.

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

Consultant agrees to provide insurance in accordance with the requirements set forth in **Exhibit C**. If Consultant uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Consultant agrees to amend, supplement, or endorse the existing coverage to do so. This duty or obligation shall survive the lapse, termination, or completion of 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,

request for documents, interrogatories, request for admissions or other discovery request, court order, or subpoena from any person regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply the right of or require City to control, direct, or rewrite said response.

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 City: City of Mission Viejo
 200 Civic Center
 Mission Viejo, CA 92691
 Attention: City Manager

To Consultant:

14. ASSIGNMENT. The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City, which City may grant or withhold in its sole and absolute discretion, with no obligation to disclose the basis for its decision to any person, firm, entity, or Party. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City and the 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 they have the authority to execute this Agreement on behalf of the Consultant and have 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

Vendor Name	Date	Dennis Wilberg	Date
Vendor Title		City Manager	

Attest:

Vendor Name	Date	Kimberly Schmitt	Date
Vendor Title		City Clerk	

[Two signatures of corporate officers required]

Approved As to Form:

William P. Curley, III
City Attorney

Date

Insurance Review:

Heather Campbell

Date

Risk Management Administrator

4 EXHIBIT A

4.1 TASKS TO BE PERFORMED

5 EXHIBIT B

6

6.1 *PAYMENT SCHEDULE*

7 EXHIBIT C

7.1 *INSURANCE REQUIREMENTS*

The following coverages will be provided by Consultant and maintained on behalf of the City and in accordance with the requirements set forth herein. Consultant agrees to submit insurance coverages described herein before any work is performed pursuant to this Agreement.

General Liability Insurance. Consultant shall maintain a policy of general liability insurance against any and all claims arising out of or in connection with the work performed under this Agreement. Coverage provided shall be at least as broad as ISO form CG 00 01 in an amount not less than one million dollars (**\$1,000,000.00**) per occurrence, two million dollars (**\$2,000,000.00**) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted. The policy shall name City, its officers, officials, employees, agents, and volunteers as additional insureds. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for “Any Auto, Symbol 1” or its equivalent “any owned, hired, non-owned, or rented vehicles”, in an amount not less than one million dollars (**\$1,000,000.00**) combined single limit for each accident. If the Consultant does not own any company vehicles, the requirement may be satisfied by providing a Personal Automobile Liability policy for the Consultant’s vehicle. The Consultant may use an umbrella policy or a non-owned auto endorsement to the Commercial General Liability policy to meet the limits if the Consultant’s auto insurance does not offer the \$1,000,000 combined single limit. This coverage is only required when the Consultant drives on behalf of the City to perform the activities arising out of or in connection with Work to be performed in this agreement.

Workers' Compensation/Employer's Liability. Consultant shall maintain workers’ compensation insurance with statutory limits and employer’s liability insurance in an amount not less than one million dollars (**\$1,000,000.00**) per accident for bodily injury or disease for Consultant’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. Consultant shall furnish to City a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers. If Consultant is a sole ownership/ proprietorship and does not have any employees, Consultant shall certify such facts to the City by completing a “Declaration of Non-Employer Status” declaring such and worker’s compensation coverage shall not be required.

Professional Liability Insurance/Errors and Omissions. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of one million dollars (**\$1,000,000**) per claim and in the aggregate. If coverage is provided under a claims-made policy, any policy inception date, continuity date, or retroactive date must be before the effective date of the agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

Cyber security and privacy liability. Consultant shall procure and maintain insurance with limits of **\$1,000,000** per occurrence/loss, **\$2,000,000** general aggregate, which shall include the following coverage:

- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including but not limited to personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, etc.
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.
- c. Liability arising from introducing a computer virus into or otherwise causing damage to vendor (first-party) or customer's (third party) computer, computer system, network, or similarly related property and the data, software, and programs.
- d. Liability arising from professional misconduct or lack of the requisite skill required for performing services defined in the contract or agreement.
- e. Costs associated with restoring, updating, or replacing data.
- f. Costs associated with a privacy breach, including notification costs, customer support, forensics, crises management, public relations consulting, legal services of a privacy attorney, credit monitoring, and identity fraud resolution services for affected individuals.

If coverage is maintained on a claims-made basis, consultant shall maintain such coverage for an additional three (3) years following termination of the contract.

Umbrella or excess liability insurance. [If required to meet higher limits]. Consultant shall maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, professional liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrency of effective dates with primary policies.

Should Consultant maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, professional liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

Consultant and City further agree as follows:

1. This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

2. Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.
3. All insurance coverage and limits provided pursuant to this agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. Requirements of specific coverage features or limits contained herein are not intended as a limitation on coverage, limits on other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver or limitation of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
5. For purposes of insurance coverage only, this Agreement will be deemed enforceable immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards the performance of this Agreement.
6. Unless otherwise approved by City, Consultant's insurance shall be written by insurers authorized to do business in the State of California and which hold a minimum "Best's" Insurance Guide rating of "A:VII."
7. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.
8. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. The insurance certificate and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to require complete, certified copies of all required insurance policies, at any time. Insurance certificates and endorsements must be approved by City's Risk Management prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter.
9. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages; failure to do so shall be deemed a material breach of this Agreement and may subject this Agreement to termination or the City unilaterally replacing the policy(s) at Consultant's sole expense, without prior notice.

10. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.
11. Consultant acknowledges and agrees that any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement or to inform Consultant of noncompliance with any requirement in no way waives any right or remedy of City or any additional insured, in this or any other regard.
12. Consultant agrees to require all subcontractors/subconsultants or other parties hired for this project to provide proof of insurance coverage as outlined above before work is performed by said subcontractors/subconsultants or other parties pursuant to the Agreement. Consultant agrees to obtain certificates evidencing such coverage and to ensure that such coverage is provided as required herein. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's subconsultant/ subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant shall be required to ensure that its subcontractor/subconsultant provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with subcontractors/subconsultants scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this agreement. This provision does not relieve the Consultant of its contractual obligations under the agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors/subconsultant. This provision is intended solely to provide Consultant with the ability to utilize a subconsultant/subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this agreement given the limited scope of work or services provided by the subconsultant/ subcontractor. Consultant agrees to require that no contract used by any subcontractors/ subconsultant or contracts Consultant enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this agreement. Consultant agrees that upon request all agreements with subcontractors/subconsultants or others with whom Consultant contracts with on behalf of City will be submitted to City for review for competency with this Agreement. Failure of City to request copies of such agreement will not impose any liability on City, or its employees, officers, officials, agents, and volunteers, nor does it waive or limit City's right to subsequently ask for the copies.
13. If Consultant is a Limited Liability Company, general liability coverage must be amended, to City's reasonable satisfaction, so that the Limited Liability Company and its Managers, Affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
14. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor or recommend the handling of any such claim or claims if they are likely to involve City. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

15. The insurance provided pursuant to these requirements will not be limited to coverage for the vicarious liability or supervisory role of any additional insured. All insurance coverage and limits provided are intended to apply to the full extent of the policies. Nothing contained in this agreement limits the application of such insurance coverage.
16. Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before City's own insurance or self-insurance shall be called upon to protect it as a named insured. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
17. Duration of coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subcontractors/subconsultants.
18. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subcontractors/ subconsultants.
19. Additional Insured Status. General liability, automobile liability, professional liability, cyber liability and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.
20. Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
21. Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall be responsible for notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages or insurer's cancellation or non-renewal.

22. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.
23. Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
24. Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.



City of Mission Viejo

200 Civic Center
Mission Viejo, CA 92691
Phone (949) 470-3059
purchasing@cityofmissionviejo.org

Vendor Approval Application

Please type or print in black ink. All vendor information must be complete and application must be signed. A signed Form W-9 must accompany this application.

Name of City Employee requesting this information: _____

Business Information:

*Company Name _____

*Address _____

*Suite _____

*City _____

*State _____

*Zip _____

*Contact Name/Title _____

Email _____

*Phone (____) _____

*Website _____

Accts Receivable Contact Name _____

E-Mail _____

*Remit Address _____

*State _____

*Zip _____

Accts Receivable Phone _____

Where is your DBA registered? _____

Year Established _____

Incorporated: Year _____

State _____

Product or Services provided _____

Standard Terms:

Net 30

2% 10 Net 30

Other _____

Current California License or Certifications(s) (Examples: Contractor, Instructors, Health Dept, Architectural, Sports/Fitness, etc.):

Type _____

Number _____

Type _____

Number _____

Type _____

Number _____

DIR Registration (if applicable) _____

Number _____

Company Ownership:

Sole Proprietorship

Partnership

Corporation

Other (please indicate) _____

*Information is subject to disclosure under the Public Record Act

Principal Ownership or Corporate Officers:

Name		Title	
Name		Title	
Name		Title	

References:

Please list three companies with whom you are currently doing business

Company Name		Phone ()	
Address		Suite	
City		State	Zip
Company Name		Phone ()	
Address		Suite	
City		State	Zip
Company Name		Phone ()	
Address		Suite	
City		State	Zip

Do you have a relationship with any existing City of Mission Viejo employee, Commissioner, Council member or Board member? YES NO If yes, please describe relationship below:

Certification:

Under penalty of perjury, I certify that all information provided on this application is true and correct.

Signature of Company Officer		Title	
Please Print Name		Date	

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="text-align: right;"><small>(Applies to accounts maintained outside the U.S.)</small></p> <p>5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional)</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>
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Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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or								
Employer identification number								
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.