

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of April 25, 2025, by and between the CITY OF IRVINE, a municipal corporation ("City"), and MULTICULTURAL BOOKS AND VIDEOS, INC., a Michigan corporation ("Contractor").

PART I

FUNDAMENTAL TERMS

- A. Location of Project:** The City of Irvine location(s) as set forth in PART IV, Scope of Services, included herein.
- B. Description of Services/Goods to be Provided:** As-Needed Multicultural Library Materials and Services in accordance with PART IV, Scope of Services, included herein (0).
- C. Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on May 1, 2025 ("Commencement Date") and shall continue through June 30, 2026. The City reserves the right to extend this Agreement for up to four (4) additional one (1) year periods. Such extension shall only be valid if effectuated in writing by the City.
- D. Party Representatives:**
- D.1. The City designates the following person/officer to act on City's behalf:
April Lammers, email: alammers@cityofirvine.org
 - D.2. The Contractor designates the following person to act on Contractor's behalf:
Joel Samuel, email: service@mcbv.com

Contractor Information

Address for Notices and Payments:

30007 John R Road
Madison Heights, Michigan 48071

Attn: Joel Samuel
Telephone: 1-800-567-2220
Email: service@mcbv.com

- E. Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to City at the address set forth in Part II ("General Provisions"). The City shall deliver all notices and other writings required to be delivered to Contractor at the address set forth above.
- F. Attachments:** This Agreement incorporates by reference the following Attachments to this Agreement:
- F.1. Part I: Fundamental Terms

F.2. Part II: General Provisions

F.3. Part III: Special Provisions

F.4. Part IV: Scope of Services

F.5. Part V: Budget

- G. Integration:** This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

{Signatures follow on next page}

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

CITY OF IRVINE

By: 
3294FF52A9CE497...
Chris Slama

Its: Director of Community Services

MULTICULTURAL BOOKS AND VIDEOS, INC.

By: 
34663D33F699415...
Rakesh Kumar

Its: President

By: 
34663D33F699415...
Rakesh Kumar

Its: Treasurer

Attest:

By: 
0FCAD91F02E547D...
Carl Petersen

Its: City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

By: 
DABE8886180C4BB...
Jeffrey Melching

PART II

GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. City approval and/or payment for work claimed by Contractor as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Work and should be performed by Contractor without additional consideration due. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of City. Notwithstanding any other provision herein, Contractor agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from City. In the performance of this Agreement, Contractor shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

1.6 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If

the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City's Representative.

1.7 Identity of Persons Performing Work.

- A. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Any personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law.
- B. Contractor represents that the tasks and services required hereunder will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. Contractor will exclusively determine the means, methods and details of performing the services subject to the requirements of this Agreement.
- C. This Agreement contemplates the personal services of Contractor and Contractor's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Contractor. Neither this Agreement nor any interest therein may be assigned by Contractor, except upon written consent of City.

1.8 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express written consent of City.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.1 Insurance. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 2.1.

2.1.1 Insurance Coverage Required. The Insurance obligations under this agreement shall be (1) all the Insurance coverage and/or limits carried by or available to the

Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

The policies and minimum amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate for liability arising out of Contractor's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

- (1) Name the City of Irvine and the Great Park Corporation and their Officers, employees, agents, volunteers and representatives (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

- (1) Name the City of Irvine and the Great Park Corporation and their Officers, employees, agents, volunteers and representatives (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

C. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the Contractor providing any service in the performance of this Agreement. Such insurance shall be endorsed to:

- (1) Waive the insurer's right of Subrogation against the City and City Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

In the performance of the work under this Agreement, if Contractor does not employ any person in any manner so as to become subject to the workers' compensation laws of California, Contractor agrees to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of Contractors failure to provide such worker's compensation insurance. Contractor agrees that, if firm should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, firm shall forthwith comply with those provisions, immediately furnish insurance certificates evidencing such coverage as set forth herein, and notify the City of the change in status.

- D. Professional Liability Insurance** with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

- E. Evidence of Insurance:** Contractor shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided. The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

Certificate Holder: City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

- F. Endorsements:** A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements **shall not**:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Contractor
4. Contain any other exclusion contrary to the Agreement.

G. Any Deductible in Excess of \$100,000 and/or Self-Insured Retentions must be approved in writing by the City.

H. Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

I. Insurance of Subcontractors. Contractor shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

2.2 Indemnification. Contractor shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors which directly or indirectly relate to the work being performed or services being provided under this Agreement, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel in connection therewith:

2.2.1 Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

2.2.2 Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

2.2.3 In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the work being performed or services being provided under this Agreement, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

These Indemnification provisions are independent of, and shall not in any way be limited by, the Insurance Requirements of this Agreement. City approval of the insurance contracts required by this Agreement does not in any way relieve the Contractor from liability under this section.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

3.3 Covenant against Discrimination. Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 Nondiscrimination in City Contracts. Any business that enters into a contract for goods or services with the City of Irvine or any of its boards, agencies, or departments shall:

- (a) Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
- (b) Not discriminate in the performance of the contract on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
- (c) Incorporate the foregoing provisions in all subcontracts hereunder.

3.5 Independent Contractor. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Contractor nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.6 Covenant against Contingent Fees. Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.7 Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

3.8 Proprietary Information. All proprietary information developed specifically for City by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to City, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

3.9 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

3.10 Termination by City. City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from City, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to receipt of City's notice of termination and for any services authorized in writing by City thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by City in retaining a replacement contractor and similar expenses, exceeds the Budget.

3.11 Right to Stop Work; Termination by Contractor. Contractor shall have the right to stop work and terminate only if City fails to timely make a payment required under the terms of the Budget. Contractor shall provide City thirty (30) day prior written notice of such claimed payment owed and City shall have an opportunity to remedy any such claimed breach during such time with no legal consequence to City. Contractor shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.10 relating to City's right to take over and finish the work and Contractor's liability shall apply.

3.12 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

3.13 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.14 Rights and Remedies are Cumulative. Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

3.15 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

3.16 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.

3.17 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.18 Conflicts of Interest.

- A. No officer, official, employee, agent, representative or volunteer of City shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. Contractor shall not employ, contract for, or receive consulting services from any such person, whether for compensation or not, while this Agreement is in effect.
- B. Contractor represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.
- C. Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), City may determine Contractor to be a "Contractor" as that term is defined by the Act. In the event City makes such a determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

3.19 Contractor Ethics. Contractor represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Contractor shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to Contractor as set forth in this Agreement. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Contractor shall not possess or maintain any business relationship with the applicant or any other person or entity which Contractor knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Contractor shall not advocate either for or against said project and/or application, and (iii) Contractor shall immediately notify City in the event Contractor determines that Contractor has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section shall be applicable to all of Contractor's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

3.20 Compliance with California Unemployment Insurance Code Section 1088.8. If Contractor is a Sole Proprietor, then prior to signing the Agreement, Contractor shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and

Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

3.21 CalPERS Annuitants. If Contractor is a California Public Employees' Retirement System ("CalPERS") annuitant, Contractor must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by Contractor. If this Agreement remains in place, Contractor shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

3.22 Levine Act. California Government Code section 84308, commonly referred to as the Levine Act, precludes an Irvine City Councilmember from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Councilmember, or received by the officer on behalf of any other Councilmember, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires a Councilmember that has received such a contribution to disclose the contribution on the record of the proceeding. Review California Government Code section 84308 for more information.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Contractor agrees to participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Contractor's commercially reasonable hourly rate for services, Contractor agrees to participate and cooperate in such additional meetings and interviews (in excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Contractor shall prepare and submit to City any reports concerning Contractor's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written notice delivered to Contractor, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Contractor shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the City shall be delivered to

the following address, to the attention of the City Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To City: City of Irvine
One Civic Center Plaza (92606) (Hand Deliveries)
P. O. Box 19575
Irvine, CA 92623-9575

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

4.4 Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6 Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

4.7 Precedence. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows:

- Part III
- Part II
- Part IV
- Part V
- Part I

PART III

SPECIAL PROVISIONS

1. **Business License Requirement.** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.
2. **Insurance Requirements.** PART II GENERAL PROVISIONS, Section 2.1.1, D. Professional Liability Insurance, is deleted in its entirety.

PART IV

SCOPE OF SERVICES

Services shall be performed as set forth below and in accordance with ATTACHMENT I.

In coordination with the City Representative, Contractor shall provide as-needed multicultural library materials and services including but not limited to:

- Book purchases
- Cataloging and processing
- Selection services

PART V
BUDGET

Pricing shall be as set forth below and in accordance with ATTACHMENT I.

Included in the total compensation are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services set forth herein **shall not exceed \$50,000.00**, including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

No work shall be performed in connection with this Agreement until the receipt of a signed City of Irvine Purchase Order; and no work shall be performed with a value in excess of the Purchase Order amount as the City has not authorized nor is it obligated to pay Contractor any such excess amount.

In the event Contractor anticipates the potential need to perform services beyond those set forth herein where additional funding may be needed, Contractor shall notify City in writing allowing sufficient time for City to consider further action.

Payment for services will be made monthly on invoices deemed satisfactory to the City, with payment terms of net 30 days upon receipt of invoice. Contractor shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Contractor shall provide invoices with sufficient detail to ensure compliance with pricing as set forth in this Agreement. The information required may include: date(s) of work, hours of work, hourly rate(s), and material costs.

The Purchase Order number must be included on all invoices, along with the City Representative's name. Failure to include this information on the invoice shall result in the return of the unpaid invoice.

Contractors should submit invoices electronically to: **isubmittal@cityofirvine.org**

Payment by City under this Agreement shall not be deemed as a waiver of the City's right to claim at a later point that such payment was not due under the terms of this Agreement.

Pricing shall remain firm for the entire first term of the Agreement. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. The City reserves the right to negotiate any proposed pricing adjustment not to exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Long Beach-Anaheim, CA; All Urban Consumers; Not Seasonally Adjusted; annualized change comparing the most recent month's reported data to the same month of the prior year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

ATTACHMENT I



City of Irvine
World Language Proposal
for the Irvine Public Library

Submitted by:
Multicultural Books and Videos
30007 John R Road
Madison Heights, Michigan 48071
Toll-free: (800) 567-2220
Fax: (800) 208-0976
www.mcbv.com
service@mcbv.com

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Company Profile and References

Company Profile

Introduction

Multicultural Books and Videos (MCBV) is a full-service provider of foreign language books and DVDs. We have been in business for 35 years and are experts at servicing the multilingual needs of public, school, and university libraries throughout the United States and Canada. **Multicultural Books and Videos sell only foreign language materials.** We are a corporation.

Rakesh Kumar, President of the company, has a master's degree in social work (MSW) and more than 35 years of business experience. He founded Multicultural Books and Videos in 1988 as a way of providing movies from his native India to libraries in his adopted hometown in Canada, Windsor, Ontario. Since that time, he has expanded his business to include foreign language books and audiovisual materials from all over the world with distribution to libraries across North America. Additionally, MCBV now has three offices in Ontario, Canada, Michigan, USA and Guadalajara, Mexico.

Our main office in Madison Heights, Michigan includes a 7,000 sq. ft. warehouse and distribution center. We have a staff of 15 people in the areas of management, materials selection and ordering, cataloging, physical processing, receiving, shipping and billing.

We are able to handle foreign language projects for libraries regardless of their size. We work with many libraries in larger urban areas as well as community libraries. Here are some of libraries that we currently provide foreign language materials to:

In the United States, we work with Orange County Public Libraries (California), Phoenix Public Library, King County Library System, Queens Library, Seattle Public Library, San Francisco Public Library, Las Vegas Public Library, Somerset County Library System, Forsyth County Public Library (Georgia), Brooklyn Public Library, San Jose Public Library, Cerritos Public Library, Hennepin County Library, New York Public Library and the DC Public Library.

In Canada we work with the Mississauga Library System, Toronto Public Library, Calgary Public Library, Winnipeg Public Library, Halifax Public Library, Brampton Public Library, Burlington Public Library, Hamilton Public Library, Vancouver Public Library and others.

About 15 years ago, there arose a need from our library customers for materials that were cataloged and processed. Many of them did not have catalogers who would be able to catalog the materials that were being sent to them. Because of this, there was a large delay from when they received the material to when the material was available to their patrons. MCBV hired librarians who were able to catalog the foreign language material we carry. We are now able to provide MARC records as well as processing all the material we carry. More information about cataloging and processing is given later in this document.

Multi-Cultural Books & Videos is able to provide Automatic Purchase Plan service. Many of our customers prefer placing orders this way since we have the knowledge and expertise for the language material. We will go through the languages that are of interest to the library. We will then work on a selection criterion that would fit the requirements of the community. For the selection of material, we will discuss the following:

- Budgets for adult and children's material.
- What are the needs for each language in the community (ex. More children's books are need for a particular community, etc.)

- What types of material (adult books – fiction vs. non-fiction books, etc)
- How many translations vs. native authors? We can provide popular books by native authors but can also supply translations of bestselling authors.

Since we are experts in foreign language material, we would give our suggestions on what we think would be of benefit to the Library. Once we have collected all the information, we work with our customers to see about monthly/bimonthly shipment of material. We try to spread the budget throughout the year to ensure that our customers receive new material throughout the year. We can send a report on spending to help the library know what budget has been allocated and what is still remaining. We do not have any prepackaged groups of material. We are flexible enough to get the materials that the Library will want. If we are not able to get something, we will inform the Library in good time so that the budget can be used for another language or material.

Staff

Multicultural Books and Videos employs numerous professional, multilingual, and experienced staff:

Rakesh Kumar, President

Mr. Kumar founded Multi-Cultural Books and Videos in 1988 as a way of providing movies from his native India to libraries in his adopted hometown. Since that time, he has expanded his business to include foreign language books and audiovisual materials from all over the world with distribution to libraries across North America. He has more than 35 years of business experience.

He has travelled the world looking for the best sources of material for libraries and schools in North America. He has attending various books fairs including the Frankfurt Book Fair in Germany, LIBER in Spain as well as attending FIL in Guadalajara, Mexico every year.

Joel Samuel, General Manager

Mr. Samuel has worked for Multi-Cultural Books and Videos for over 30 years. He is responsible for the oversight and assignment of duties to various staff members for the completion of the various library orders and projects. He works with the selectors to make sure that we receive new materials on a regular basis. He has overseen various opening day projects as well as yearly orders for regular customers.

Vasumathi Rangarajan, Office Manager

Vasumathi is responsible for the day to day operations of the company. She is the main Indic language selector and cataloger; she is a native Tamil speaker and fluent in Hindi. She works closely with the cataloging and processing staff to make sure that all MARC records and processing is done to our customer's specifications. She has worked with us for over 10 years. She is the main contact for cataloging questions and issues.

Mariana Perez

Manager of the satellite office in Guadalajara, Mexico, she has coordinated the company's participation at the Guadalajara Book Fair (FIL) for over 20 years. A teacher by profession, Mrs. Perez has a thorough knowledge of media and the publishing industry in Mexico. She works closely with suppliers in Mexico as well as other Latin American countries.

Chao Yang

Chinese language selector, she is fluent in Mandarin and Cantonese. She often travels to Taiwan, Hong Kong, and Mainland China to select materials. She is responsible for locating the popular, best-selling

material in Chinese. She works closely with suppliers in China, Taiwan and Hong Kong. She catalogs Chinese material.

Michael Kovnat, MLIS

Michael earned his Master Degree in Library Science from Kent State University. Michael comes to us with experience in cataloging and linguistics, with a specialty in Judaic related materials. He is a “jack of all trades” in that he catalogs in Russian, Vietnamese, Tagalog and various other languages.

Benjamin Meeth, MLIS

Ben earned a Master Degree in Library Science from Wayne State University. He has several years’ experience in handling library materials. He works with a variety of languages including Vietnamese, Tagalog and European languages. He also helps with the shipping and handling of material.

Joseph Kaczkoski, MLIS

Joseph has a Master Degree in Library Science after working a support position at a public library. He spent seven years working in the commercial book market, learning the intricacies of the publishing industry. He helps with our European languages. He is in charge of transmitting all MARC records to and corresponding with our library customers. He also works with Skyriver records.

Margarita Martinez

Our main Spanish and Portuguese language selector. She is a native Spanish speaker. She works closely with Mariana Perez for the selection of Spanish material. She works with publishers in Brazil and Portugal to get new Portuguese material.

Batool Mushin

Arabic, Persian and Urdu language selector. She is a native Arabic speaker with a good knowledge of Arabic culture. She coordinates the purchase of materials from Lebanon and Egypt.

Anju Khurana

Selector for Indic language materials. She is fluent in Hindi. She works closely with Vasumathi Rangarajan for the selection of the materials.

Munim Forhad

He is responsible for the collection of bilingual children’s books. He helps with a number of European languages such as French, German, Italian, Russian as well as Asian languages such as Bengali, Japanese and Korean.

Eduardo Almaguer

Eduardo has several years of library experience. He is responsible for physical processing of materials in all formats and languages. He also helps with the shipping and handling of material.

Many of our selectors have been with us for over 10 years.

Ability and Availability to Provide World Language Material

Multicultural Books and Videos offers foreign language books and DVDs for children and adults. In the category of books, we offer board books, picture books, bilingual books, audio books, graphic novels, dictionaries, popular fiction and classics, international bestsellers, translations, and current nonfiction. We do not carry any academic books unless specifically requested by a customer. Since we purchase material on a regular basis, we always receive newer books. We do our best to carry a majority of books that have been released in the last two years. We will inform the library if there are any languages where the supply of new books is not available in a large quantity (say in a language such as Tagalog). We also carry many books by native authors as well as translations of popular English and International authors. For children's books, we mostly carry picture books but do also have simple readers, chapter books and teen books available. We will not provide board books to the library as requested.

DVDs include current blockbusters, classic and undiscovered gems in foreign cinema including Bollywood, Nollywood, films from Mexico, the Middle East, China, Korea, and all over the world. Cartoons, serials, soap operas, and concerts are also available on DVD. All DVDs are coded for playability in the United States. We do not carry many "art films". We will make sure to exclude those types of titles. We will also not send the library any dubbed American films.

Materials are available in the following languages:

Albanian	Marathi
Amharic	Nepali
Arabic	Punjabi
Armenian	Persian/Farsi
Bengali	Polish
Bosnian/Serbian/Croatian/Serbo-Croatian	Portuguese
Chinese (Mandarin and Cantonese)	Romanian
Czech	Russian
French	Somali
German	Spanish
Gujarati	Tamil
Haitian-Creole	Tagalog (Filipino)
Hebrew	Telugu
Hindi	Thai
Indonesian	Tigrinya
Italian	Turkish
Japanese	Ukrainian
Kannada	Urdu
Korean	Vietnamese
Malayalam	Yoruba

We have a team of selection and language specialists. The sources used for selecting materials for opening day and other collections are the numerous publishers, producers, and consolidators with whom we have developed relationships in various countries worldwide, including India, Pakistan, China, Japan, Egypt, Lebanon, Jordan, Latin America, South America, Europe, and more. Company representatives also travel to world book fairs, such as LIBER in Spain, FIL in Guadalajara, and the Frankfurt Book Fair in Germany. Whenever possible, our selectors make use of reviews from popular media outlets, awards information, and recommendations from other library customers.

We have good sources from all over the world as well as Canada and the United States. We work closely with our sources to provide the latest material available. We receive shipments throughout the year of new material. We send our customers books printed in the last two years where possible.

Inventory of Stock Items Delivered

MCBV will be able to provide quantities of materials sufficient to meet the needs of the Irvine Public Library. We carry enough quantities of titles to meet the needs of our customers. We hold all the materials available in our 7,000 square foot warehouse.

The stock for each language varies. Most of the books in stock will have been from the last 3 years. About 70% of the books in stock are from the current publishing year. We carry 3 to 5 copies of each title. Of the books in stock, a majority are sold in a given year. For the books we provide our customers, approximately 70% are unprocessed and 30% are processed. Some examples of stock levels are as follows:

Arabic adult books - 100 to 125 titles, children's books - 50 to 75 titles

Chinese adult books - 125 to 150 titles, children's books - 75 to 100 titles

Hindi adult books - 100 to 125 titles, children's books - 50 to 75 titles

Korean adult books - 75 to 100 titles, children's books - 50 to 75 titles

Persian/Farsi adult books - 75 to 100 titles, children's books - 50 to 75 titles

Russian adult books - 75 to 100 titles, children's books - 50 to 75 titles

Spanish adult books - 125 to 150 titles, children's books - 75 to 100 titles

Vietnamese adult books - 100 to 125 titles, children's books - 50 to 75 titles

Most of our customers request books by native authors. Approximately 70% of our book are from popular native authors. We do work with our customers to provide them with books from native authors as well as translations.

Selection Services

Multi-Cultural Books and Videos will work with the Irvine Public Library to provide the best collection of material. We are able to work with an ARP for the Foreign Language Material. We are open to meeting with the Library staff to discuss their requirements. Items can also be ordered from our website. Finally, we can provide the library with a selection list of new titles that are available in stock. We will work with the Library to make sure that books being selected are of interest or are needed in the community. We will make sure that all titles are popular titles from various topics and interests. To avoid duplication, our selectors will check the library's online catalog. We will compare ISBN as well as title to make sure that the item is not already owned by the library. We also check previous invoices of material in the language to see about duplication.

Selection Lists

A number of libraries we work with prefer receiving the selection lists. They have selectors who are familiar with a language and can make the selection of the books that would be beneficial to their library. Our selectors work with the publishers to get the list of new titles that are available. When we receive the

new books, we put the information together for our customers. Typically, the selection lists have the following information: ISBN, Title, Author, Subject, Year of publication, OCLC #, Price for the item. The books will be new adult and children's books in various subjects. We can also customize the list to meet the libraries needs. We provide these lists in Excel format for ease of sorting the information. Currently our selection lists are the most up-to-date form of receiving the information. There is a lag between our selection lists and the website. Multilingual material come and go very quickly. We do our best to post items available on our website.

Website

The library can make a selection of items from our website. All the materials we carry are available on our website at www.mcbv.com and are organized by language, format and audience. MCBV includes the latest materials on the website. Information on foreign language materials is limited, but MCBV does its best to include as much product description as it can. Library selectors can create their own account which will allow them to be able to have their own shopping carts. They will be able to isolate the language they are interested as well as the format for the materials (adult books in Spanish for example). The website is searchable by author, title, subject, format, ISBN or a combination of terms.

Orders can be placed on our website. Purchase order numbers can be assigned to the orders at checkout.

We are making improvements to the website to work better with our library customers. Some of these features include allowing for branch distribution and fund codes and the ability to import order shopping carts with brief MARC records.

MCBV does not offer any electronic books, downloadable audio books or any electronic formats.

Cataloging Services

MCBV shall prepare all cataloging in a format compatible with use for the Library's ILS system by provisions of bibliographic and item records. We currently can work with AACR2 as well as RDA standards. We can provide records using the Anglo-American Cataloging Rules. Our catalogers use the LC authority. MCBV can verify the subject and name headings using current Library of Congress Subject Headings ("LCSH") or Library of Congress Name Authorities ("LCNA") as appropriate.

MCBV can perform full cataloging services as required by the Library as listed in in the RFQ document. We have access to both OCLC and SkyRiver's databases to search for copy cataloging. We have a great deal of experience in adding any local editing fields and other types of customizations for our customers. We can add the barcode, call number, list price, collection code, itype and location information to the record. We can edit the 949 field as required by the library. We can update holding as needed.

MCBV has the ability to provide vernacular characters in RDA for multiple languages. We can include the vernacular script for Arabic, Chinese, Hindi, Tamil, Korean, Persian, Russian and Urdu languages. We can do bilindex subject headings for Spanish material. Our catalogers are native speakers and have experience working with their respective languages.

Having worked with many public libraries to provide the MARC records has gained us experience in dealing with quality issues that do occur. We work with our customers to make sure all MARC records are to our customer's satisfaction. Our cataloging staff then randomly checks records to make sure that all records are created to meet the library's standards. Working with the library we will be able to establish

consistent call number, iType, copies, location codes, etc. We also have our records loaded into WorldCat. Working with OCLC gives us another check to make sure our records are correct.

MCBV currently has two ways to transmit the MARC records; either through e-mail or through our FTP site available for record downloads.

Customized Processing

Multi-Cultural Books & Videos is able to process materials. We work with a number of libraries who require processing for their materials. This processing is customized to our customer's specifications. We are able to provide the following:

- Barcodes (library supplied)
- Date/Property stamp (library supplied)
- Spine labels
- Genre labels
- RFID tag (library supplied)
- Content labels
- Book pockets
- Book covering
- DVD/CD cases

We are able to put the various required processing elements in the locations on the materials as needed. We will cover items such as barcodes and spine labels. We do not program the RFID tags.

All processing specifications are confirmed with the library before the project is started. Once the processing specification documents have been approved, sample items fully processed are sent to the library for physical approval of the material. As the orders are sent, the processing is spot checked by our staff to ensure that the processing is correct. In the event there is an error in processing, we will either have the item returned to us to be re-processed or we will give credit to the library for the amount of the processing.

Purchase order, Invoicing, Status report and Returns

Customer Support

MCBV will provide the Library with excellent customer service. Our office is open Monday to Friday from 9:00 am to 5:00 EST. We are closed on all statutory holidays. Customers usually will work with two of our company representatives:

Joel Samuel – General Manager

Vasumathi Rangarajan – Office Manager

Tel: (800) 567-2220

E-mail: service@mcbv.com

They will be able to respond to all inquiries within 2 business days. If there is a request that is urgent, it will be handled within 24 hours. They will address the Library's concerns within 5 business days.

We are in communication with our customers about any issues that may arise from the selecting, supplying or shipping of materials. We also are available for any questions about the cataloging or processing of materials.

Our customers service representatives have years of experience dealing with any issue, concern or need that our customers have. We will do our best to make sure the customer is well taken care of.

Invoicing and Shipping

Multi-Cultural Books & Videos will submit separate invoices for each purchase order. Purchase order numbers will appear on all invoices. All items will be listed in alphabetical order on the invoice.

All shipments sent will include one copy of the invoice. Cartons that contain invoices will be marked clearly.

If there are any issues with the invoice, MCBV will revise the invoice. If a credit is needed, a credit memo will be issued to the library

Status reports can be provided upon request.

Returns

Multi-Cultural Books & Videos guarantee 100% satisfaction with all our products and services. Should the library be dissatisfied with any item or service for any reason, please contact your project manager, Joel Samuel, by phone at 800-567-2220, or by email at service@mcbv.com. He will respond to your concerns within one business day and suggest some possible solutions, including replacement of the same title, substitution of a different, but comparable title, or return of the incorrect item for a credit memo.

MCBV will pay all shipping costs for the return of damaged, defective or incorrectly shipped items. The item will be replaced accordingly if available.

References

LIBRARY NAME & ADDRESS	Orange County Public Libraries 1501 E. Saint Andrew Place Santa Ana, CA 92705
Contact Name	Laura Hearn
E-mail Telephone No.	laura.hearn@occr.ocgov.com 714-566-3064
Brief Description of Scope of Services	<p>We provide them with adult and children’s books as well as DVDs. They purchase material in the following languages Arabic, Chinese, Hindi, Japanese, Korean, Persian, Russian, Tagalog and Vietnamese.</p> <p>For the Orange County Public Libraries, we are providing approximately 9,000 pieces per year. We are currently providing cataloguing or processing for this library. For the processing, we are covering each book with CoLibri covers.</p> <p>Orange County Public Libraries has been a regular customer for over 6 years. Approximate yearly sales for the library are \$300,000. They use an Automatic Release Plan with us.</p>
LIBRARY NAME & ADDRESS	Queens Library 89-11 Merrick Boulevard Jamaica, NY 11432
Contact Name	Ying Shieh
E-mail Telephone No.	ying.shieh@queenslibrary.org 718-990-8539
Brief Description of Scope of Services	<p>We provide them with adult and children’s books as well as DVDs. We provide materials in a variety of languages such as Spanish, Arabic, Bengali, Chinese, French, Hindi, Japanese, Korean, Persian, Russian, Tagalog, Turkish and Urdu.</p> <p>Queens Library has been a regular customer for over 20 years. Approximate yearly sales for the library are \$60,000. They use an Automatic Release Plan with us.</p>

LIBRARY NAME & ADDRESS	Phoenix Public Library 1221 N. Central Avenue Phoenix, AZ 85004
Contact Name	Jeriann Thacker
E-mail Telephone No.	jeriann.thacker@phoenix.gov 602-495-5403
Brief Description of Scope of Services	<p>The Phoenix Public Library is located in Phoenix, Arizona. They have worked with us for about 10 years. This library system has 17 branches and serves a population of just over 1.5 million.</p> <p>We have a standing order set up with the library. They trust us with the selection of adult and juvenile books. We send out regular shipments monthly. They purchase materials in many of the languages of India, including Hindi, Tamil, Malayalam and Telugu. They also order items in Spanish, Vietnamese as well as other Asian languages and European languages. We provide cataloging for all material ordered. Their budget is about \$60,000.00.</p>

LIBRARY NAME & ADDRESS	Gwinnett County Public Library 4994 Lawrenceville Highway Lilburn, GA 30047-4912
Contact Name	Jenny LaJeunesse
E-mail Telephone No.	jlajeunesse@gwinnettpl.org (770) 822-5330
Brief Description of Scope of Services	<p>The Gwinnett County Public Library is located in Georgia. MCBV has worked with them for just over 5 years. The system consists of 15 libraries and serves a population of almost 900,000 people.</p> <p>They purchase materials throughout the year. They place budget orders (ARP orders) and rely on us to make the selection for them of adult and juvenile books. They purchase materials in Chinese, French, Korean, Spanish, Vietnamese and other languages. All materials are ordered using separate purchase orders. We also provide cataloging for all languages. Their budget is about \$40,000.00.</p>

Cost Proposal

Cost Proposal

Multi-Cultural Books & Videos (MCBV) is providing the following cost proposal for the books as well as the cataloging and processing.

Language Sets Pricing

Language sets are one of the more popular options for our library customers to build their World Language collections. Each language set includes the following:

- **Books of your choosing**

We can send the selection lists for you to go through. You can then select the books you are interested in.

If you would like us to make the selection, we can get your selection criteria and find books that would match what you are looking for.

- **MARC records** – We provide the cataloging of all the titles you choose. You will receive a full level MARC record. We can send you the MARC record by e-mail.
- **Free shipping is included in the price of the language set.** There is no additional cost to have the books shipped to you.

None of our language sets are prepackaged. We use the selection criteria given to us by the library to choose the books that will benefit the library system. We carry the latest fiction and non-fiction books. We have included the price for the complete set of 25 books as well as the price per book. This way we can work with whatever budget the library may have.

Language	Adult		Children	
	Set price	Price/book	Set price	Price/book
Arabic	\$1,125.00	\$45.00	\$950.00	\$38.00
Chinese	\$850.00	\$34.00	\$800.00	\$32.00
French	\$1,050.00	\$42.00	\$1,000.00	\$40.00
Hindi	\$800.00	\$32.00	\$800.00	\$32.00
Japanese	\$1,050.00	\$42.00	\$1,000.00	\$40.00
Korean	\$1,050.00	\$42.00	\$1,000.00	\$40.00
Persian	\$1,125.00	\$45.00	\$950.00	\$38.00
Russian	\$1,050.00	\$42.00	\$1,000.00	\$40.00
Spanish	\$800.00	\$32.00	\$775.00	\$31.00
Tagalog	\$1,000.00	\$40.00	\$950.00	\$38.00
Vietnamese	\$850.00	\$34.00	\$850.00	\$34.00

There are some of the languages that the Library mentioned. The Library can contact us about any additional languages they may be interested in.

Regarding the book cost proposal, again the cost mentioned includes the book, the MARC record as well as free shipping and handling.

Processing Cost

We are able to provide processing for each book. The following is the processing cost for the types of processing the Library is requesting:

Type of processing	Cost
Barcodes (Library supplied)	\$0.50
Spine Labels	\$0.50
Library Labels (Library supplied)	\$0.50
RFID tags (Library supplied – not programmed)	\$0.50