



City of Peoria, Arizona

Notice of Request for Proposal



Request for Proposal No: **P09-0023 E** Proposal Due Date: **November 20, 2008**
 Materials and/or Services: **Library Materials and Processing Services** Proposal Time: **5:00 P.M. AZ Time**
 Contact: **Athena Bonner**
 Project No: Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**
 Mailing Address: **8314 West Cinnabar Avenue, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the *entire* Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Name: Florence Cline
 Contract Management Specialist
Ingram Library Services Inc.
 Company Name
 Bids & Contracts Dept. MS#623
One Ingram Blvd.
 Address
La Vergne, TN 37086
 City State Zip Code

Telephone: (800) 937-5300 Fax: (615) 213-6004
 Ext. 35766

Authorized Signature for Offer

Philip C. Ollila
 Printed Name

President
 Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by:

 Mary Jo Kief, City Clerk

City of Peoria, Arizona. Effective Date: 1/10/09

Approved as to for Ellen Van Riper, Assistant City Attorney

Stephen M. Kemp, City Attorney

CC: _____

Contract Number: _____

CON 00209

Official File: _____

Contract Awarded Date: 1/9/09

Herman F. Koebergen, Materials Manager



A CON

00209



SOLICITATION AMENDMENT

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: P09-0023
Description: Library Materials and Processing
Amendment No: One (1)
Solicitation Due Date: November 20, 2008
Solicitation Due Time: 5:00PM Arizona Time

Buyer: Athena Bonner

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

Special Terms and Conditions, Item 10, Proposal Format, first sentence is hereby corrected to read:

Proposals shall be submitted in one (1) original and five (5) copies on the forms and in the format as contained in the Request for Proposal.

The following statement is added to Section I, Purpose, of the Scope of Work:

The City of Peoria anticipates a budget of \$75K to \$100K annually for these services. This is an estimate only and does not obligate the City to any amount. The actual requirement will depend on the specific needs of the City and availability of funding.

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

Florence Cline 11/18/2008
Signature Date

Florence Cline, Contract Management at Peoria, Arizona
Typed Name and Title

Ingram Library Services Inc.
Company Name

Bids & Contracts Dept. MS#623
Address
One Ingram Blvd.

La Vergne, TN 37086-1986
City State Zip

The above referenced Solicitation Amendment is hereby Executed

November 4, 2008

Athena Bonner

Athena Bonner
Contract Officer

INGRAM

INGRAM LIBRARY SERVICES INC.

One Ingram Blvd. • P.O. Box 3006 • La Vergne, TN 37086-1986
(615) 793-5000 • (800) 937-5300
Bids & Contracts Fax (615) 213-5196
Sales/Marketing Fax (615) 213-5111
November 18, 2008

City of Peoria
Materials Management
8314 West Cinnabar Aveue
Peoria, AZ 85345

RE: Request for Proposal No. P09-0023
Library Materials
Due: November 20, 2008 at 5:00 PM

Dear Purchasing and Library Staff:

Thank you for including Ingram Library Services Inc. in your search for a vendor to provide library materials and processing services for the Peoria Public Library. We are excited for this opportunity to present you with our proposal for partnership with your library.

With years of experience in distributing library materials, we serve libraries like yours with the **largest on-hand inventory in the industry**. We offer a wide range of collection development, collection analysis, processing, and cataloging services that are guaranteed to enhance your collections and please both your staff and patrons.

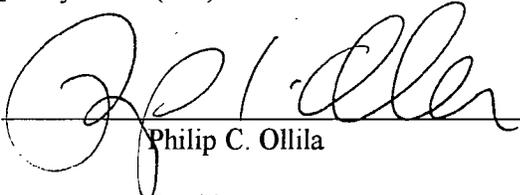
Our goal is to partner with the Peoria Public Library to serve you with media and services that support your mission to your patrons. We will accomplish this goal by offering an extensive array of library services, including:

- ✓ Processing and cataloging customized to your unique specifications.
- ✓ Collection Development provided by experienced MLS-Degreed Librarians.
- ✓ Selection tools and assistance including Standing Orders, Collection Analysis, and customized *Signature* selection lists.
- ✓ Experience with all major integrated library systems.
- ✓ ipage, our web-based ordering, selection, and account management tool, with future enhancements on the horizon with your librarians and patrons in mind.
- ✓ **Hassle Free Returns** for expeditious handling of damaged books.
- ✓ Digital content offerings, including web-delivered e-books and downloadable audiobooks.
- ✓ Improved service levels for faster delivery of library processed titles.

Should you have any questions regarding Ingram's proposal, please feel free to contact Florence Cline, Contract Management Specialist at (800) 937-5300, extension 35766. He may also be reached by email at florence.cline@ingrambook.com or by fax at (615) 213-6004.

Ingram Library Services Inc.
One Ingram Blvd.
La Vergne, TN 37086-1986
Telephone No.: (800) 937-5300
Fax No.: (615) 213-6004

By:



Philip C. Ollila

Title:

President

Our proposal includes all of the information requested, along with additional information on Ingram services. Throughout our proposal, Ingram Library Services will be referred to as Ingram. The City of Peoria/Peoria Public Library will be referred to as the Library, City or PPL.

i. Understanding of the Scope of Work

1. Ingram Library Services is the industry leader in Electronic Data Interchange (EDI) offerings for Library Automation Systems. With a group of specialists dedicated to this effort, Ingram cultivates strong partnerships with libraries and their automation vendors to provide EDI services that utilize the most current book industry formats, transactions, and communications methods. Ingram is also a strong participant in the Book Industry Standards and Communications (BISAC) Organization that develops EDI and barcode formats for the Book and Serials Industry.

Ingram has partnered with the following Library Automation Vendors to offer a variety of EDI offerings. Ingram ILS partners for EDI include:

- Sirsi/Dynix for **Horizon, Dynix, and Unicorn.**
- Endeavor Information Systems for **Voyager.**
- Ex Libris for **Aleph 500.**
- Polaris Information Systems Systems for **Polaris.**
- Innovative Interfaces for **INNOPAC and Millennium.**
- The Library Corporation for **OSA, Library.Solution and CARL.Solution.**
- VTLS for **Virtua.**

Ingram supports EDI Transaction types and formats based on the capabilities of the library automation system. Ingram EDI offerings include:

EDIFACT Order, Enriched Order*, Order Response, and Invoice.

X12 Order, Enriched Order*, Order Acknowledgment, and Invoice.

Communications for all EDI formats and transactions is supported via FTP.

Enriched (EDI) Order

This enhanced order transaction allows users to send additional distribution information in the EDI order record that provides Ingram with all the information necessary to create complete holdings records to match the items shipped. The holdings records are loaded with MARC bibliographic records and overlay the on-order items. When the materials arrive from Ingram, they are shelf and circulating ready.

Additional ILS Automated interface options:

MARC

- Ingram's BookMARC (full MARC) records and Ingram's ipage (brief MARC-formatted) records are compatible with all library automation systems in the marketplace today.
- Ingram's ipage Web-based title file product offers a brief MARC-formatted interface that allows users to enter any or all of the 9XX tag and subfield data

supported by their library automation system such as location, quantity, fund, item type, etc. for selection list titles on the ipage site. Brief MARC records containing this information can then be loaded into the library automation system to create order and brief bib records as supported by the individual library automation system vendors.

Ingram CWS

- Certain library automation systems allow libraries to search Ingram's title database directly from their acquisitions module for title verification and stock check. Title data can then be imported to the library automation system for order creation. This feature is currently available in specific versions of Horizon (through Dynix's VIP product) and Millennium (through III's Inventory Express product) acquisitions modules.

2. Placing New and Continuation Products

Ingram can accept orders by toll-free phone, toll-free fax, mail, electronically, (email and/or EDI – Electronic Data Interchange), through FlashBack™, or through ipage. All orders receive immediate online order entry; phone and electronic orders receive title and stock verification. For ease and efficiency, we can confidently claim to be the best in the business in order entry.

We recommend that your orders include either ISBN's or Ingram title codes. Inclusion of this information will increase both the speed and the accuracy of processing your order. Ingram title codes are readily found in many Ingram selection tools. Orders placed via Ingram's Electronic Order Interfaces must contain the ISBN or product code, or they will be rejected. Placing your account number on all orders or price quotation requests will ensure that the order is placed on the proper account.

Ingram Library Services can help ease the burden of keeping up with popular titles and series. With our **Standing Order and Continuations Programs**, you are assured to have high demand materials on your shelves before patrons come looking for them. With 18 **Standing Order Programs** from which to choose, you can tailor your program to meet the needs of your library and the interests of your patrons. See Attachment A for complete details of our program offerings.

3. OCLC / Bibliographic Records

Ingram is an OCLC PromptCat vendor. Ingram has the ability to update holdings of the Library with OCLC. Ingram is a trading partner with OCLC, wherein our CIP upgrades and MARC record originals are accepted by OCLC for inclusion in WorldCat.

Ingram will search OCLC cataloging database to which the library has a subscription or access rights. If a cataloging record is located in OCLC, the Ingram cataloging associate pulls it into the Ingram MARC editor, where the barcode and local call number are added to the record. All new records are saved to a file and then transmitted to the customer via FTP at the end of each day, so the customer can pull the new records into their online

catalog. The Library will allow Ingram to sign in using the Library's log-in and password for OCLC.

4. Electronic Ordering System

ipage® is Ingram's web-based title selection, ordering and account management tool.

ipage supports direct ordering for spoken word audio/compact disc and video/DVD, as well as book product. If a customer wants to order video/DVD utilizing the library automation system, titles must be selected and downloaded from ipage. Because of the ISBN requirement in library automation systems, a conversion from UPC to "dummy" ISBN is necessary. This takes place in the download process from **ipage**. If there is no dummy ISBN, the system will reject the order.

This integral timesaving tool whose collection development and acquisitions capabilities; along with its various account management tools, make day-to-day ordering and receiving tasks virtually hassle-free. ipage is **updated nightly**, and offers a real-time stock check for all Ingram distribution centers.

With **ipage Standard**, an unlimited number of users can access our database at the same time to build selection list, order, check stock, browse, searching and many other features. Once the Library is registered for ipage, an Administrator is responsible for assigning levels of access or restrictions. **ipage** offers 24/7 real-time inventory information, the ability to search by thousands of categories, as well as a robust array of publicity and product news sources.

5. Custom Cataloging and Processing Services

Ingram cataloging is in accordance with the latest editions and versions of the Anglo-American Cataloguing Rules, MARC21 Format, OCLC Bibliographic Formats and Standards, Library of Congress Classification Schedules, Dewey Decimal Classification, Sears List of Subject Headings, and Library of Congress Subject Headings. Our cataloging is consistent with LC rule interpretations and cataloging practices as established and reported in LC's Cataloging Service Bulletin.

Ingram customizes cataloging to the needs of the Library through a customer profile. The Cataloging and Processing Profile allows the Library to create a unique local call number and cuttering including additional classification symbols to indicate Juvenile, Fiction, etc.

The profile also allows for deletions of fields not wanted by the Library. The Library may choose to keep or delete uniform title, juvenile subject headings, annotations, etc. There is also an option allowing the Library to limit the number of subject headings if desired.

Ingram can produce records on diskette, card sets (complete or customized), spine/pocket labels and smart barcodes. Barcodes can be linked to the record retrieved to indicated holdings.

Processing Services

Ingram Library Services provides processing services for those products purchased through Ingram. With over 100 different options, processing can be customized per the Library's specifications. Ingram will ask the Library to complete an Ingram Processing Specification Sheet to ensure consistency of book appearance. Included details are physical processing rules such as label location, taping requirements, and jacketing needs

Our processing team will work hand in hand with your staff to ensure the highest quality of physical processing techniques for your purchases, according to your exact specifications. Ingram will request a test sample for each unique processing profile you wish to establish. Ingram will return these samples after reviewing them. Before we start final processing and cataloging procedures, Ingram will provide a fully processed cataloged for each book binding type (e.g. trade paper, mass market paper) for the library's approval to ensure that we have accurately interpreted your specifications.

Processing and/or cataloging is profiled on an account level, and any item ordered on an individual account will receive the appropriate processing services. Ingram can accommodate changes to your account profile upon written notification, but changes to specifications cannot be made retroactively, nor on an order by order basis.

Project Management Support

Because Ingram is committed to the success of this contract, Ingram will assign a skilled and knowledgeable professional to assist you throughout the contract period. Your assigned Project Coordinator will synchronize cataloging and processing specification, profile completion and will be available to discuss your specific request at any time during this contract. With a Project Coordinator to oversee your requirements this will ensure a smooth and efficient flow of acquisition and processing services.

At the beginning of the contract, Ingram will focus on account profiles to facilitate accuracy, eliminate errors, and provide effective and efficient transition from other vendors to Ingram Library Services. The Library will be asked to provide specific information such as billing and shipping addresses, number of backorder days, contact information, and whether processing and cataloging services are required for each account.

Shipping

Orders will ship FOB Destination with Ingram-paid freight from your Ingram designated primary and secondary distribution centers to the Peoria Public Library at 8401 W Monroe Street, Peoria, Arizona 85345. Distribution center designation is subject to change by Ingram to provide the best service for your Library.

Should the Library choose to place an order from any of our other distribution centers, shipping charges averaging 3-7% of the total invoice price will be paid by the Library. No handling fees or other charges are added. Ingram normally ships items via UPS ground transportation or common carrier.

Desktop Delivery

Ingram's overall fill rate is 100% shipped or reported within 90 days, on items in inventoried in our database. We have the highest fill rate in the industry on the first shipment of any other vendor ranging from 90-95% initial order.

After receiving an order, Ingram will ship all titles currently in stock. Any remaining titles normally available through Ingram will then be placed on backorder for a period of time specified by you. At the end of the backorder period, all unfilled titles will automatically cancel, except for titles ordered pre-publication that are Not Yet Received from the publisher. Status Reports will be sent to each ordering agency to keep them updated on the status of their order.

Ingram will make every attempt to provide any in print title available through normal US wholesale channels. Ingram will not be able to provide titles from direct-order publishers, as they deal only with libraries or other "end users".

Turnaround Time

In-stock, rush, non-processed and non-cataloged book orders are shipped within 24 hours or on the same business day if placed before local cut-off time at your designated Ingram distribution center. Any item purchased on a "rush" account will not receive processing or cataloging services.

In stock titles that are processed without original cataloging requirements will ship within forty-eight hours of receipt of order. In stock titles that require original cataloging and processing services will ship within 5-9 working days after receipt of order.

Pre-publication Titles

Ingram agrees to provide shipment of ordered pre-publication non-processed or non-cataloged titles to arrive on their street dates. Ingram has an agreement with our publishers, that, by law, we can only ship titles to arrive on their street date. Standing Order Program titles are set-up to be released to coincide with the street date. On titles that are to receive processing and are ordered before their On Sale date, Ingram will begin processing up to five business days prior to the On Sale date. While we cannot guarantee to arrive on street date due to late shipment by publishers or time in processing, Ingram will exercise due diligence to ship to arrive on or before the street date.

Ingram offers the **Street Smart** program that helps libraries receive inventory of high visibility titles on or before the on-sale date. Titles included in the program typically have large print runs and major publicity scheduled. A minimum purchase is required to participate in the early delivery program. A signed affidavit is required that agrees not to display, sell, or loan for advanced reading any title before the publisher-assigned on-sale date.

Standing Order and Continuation Programs

Our Standing Order and Continuation programs have been in existence for several years and they provide the convenience of automatic ordering and the control of online management when you subscribe to any one of Ingram's customizable Standing Order programs. Each program ensures that you will receive high-demand, shelf-ready titles before your patrons come looking for them. See Attachment A for complete standing order details.

Cataloging Error

Ingram's standards and quality control measures help to ensure that cataloging errors are rare and less than 4%. The Library will receive samples of processing and cataloging at the beginning of the project for approval. However, we understand every library's desire to maintain a clean database, with records accurate to your specifications. In the event an Ingram original or upgraded record is received by Library that does not meet your specifications, Ingram will offer the Library full credit for the cost of the record, or offer to correct the error at no additional charge, whichever is most convenient for the Library. We will work with the Library to remedy errors quickly and accurately Ingram defines an error as titles shipped in error by Ingram, or titles not processed or cataloged according to the Library's stated specifications and standards.

6. Category Definitions

Ingram bases a library's pricing agreement upon several factors including dollar value of commitment, actual expenditures, and number of accounts and shipping locations. Ingram reserves the right to offer pricing and services to any customer based solely on Ingram management criteria.

In determining which titles receive less than full trade discounts, Ingram has utilized its best efforts to categorize books for pricing purposes by considering the binding, publisher's discount, cost of acquisition, cost of maintaining inventory, general marketing categories, and other factors. Ingram reserves the right to be the sole and final determinant of the pricing category. Discounts are applied to the publisher's current list price at the time of shipment and publisher's list price is subject to change without notice. Prior to placing an order, the Library can determine a title's estimated discount by utilizing the "Price this List" feature on ipage®, Ingram's Web-based Collection Development and Acquisition tool.

Trade Hardcover: High demand fiction and nonfiction books published with a glued binding and a hardcover. These titles are typically for the general consumer and produced by widely distributed publishers. Trade bindings may also be referred to as retail trade editions, trade books, hardbound books, hardback books, cloth bound books or cloth cover books. Publishers normally produce these titles in larger print runs. *

Quality Paperback: High demand fiction and nonfiction books with paper covers and generally no size restriction. Any illustrations or graphics may be placed throughout the book; both paper and printing are high quality. These titles are typically for the general consumer and produced by widely distributed publishers. This binding may also be referred to as trade paper or trade paperback. *

Mass Market Paperback: High demand books with paper covers that are produced in a size to fit a standard retail store display and generally deal with subjects of mass appeal. Any illustrations are grouped together in one section of the book. *

School and Library (S&L) bindings—also known as Single Library Editions (SLE) and Reinforced Trade Editions (RTE)—are a high quality, fanned and glued hardcover binding that may or may not be sewn. The publisher sells this specialty binding at trade discount to all wholesalers. Although other suppliers may choose to short discount this binding category, Ingram sells these titles at **full trade discount**.

Publisher's Library Bindings: Books of the highest quality publisher binding, usually fanned, sewn and glued. Also referred to as Publisher Library Editions, this binding is one designated by the publisher as a short discount binding. We are offering the Library a range discount option as we only short discount those library binding titles that we truly purchase from publishers at a short discount and pass the full trade discount along to the Library. Therefore, if a title is full trade you will receive a full trade discount.

Short Discount: Lower demand, small print-run books in various bindings (including audiobooks) dealing with technical, reference, scientific, and medical subject areas and generally published by small or university presses. Also included are titles purchased at lower than full trade discount; titles with limited sales volume; and/or titles from publishers not in compliance with Ingram's purchasing requirements. Ingram is pleased to make this broad base of titles available to our customers.

University Press: The binding types may vary for these titles (i.e. Hardcover and/or Paperback), but all are published by a University Press.

Net: Low demand, small print run books in various binds (including audiobooks) upon which Ingram receives minimal or no purchase discount. This category of book will receive a 0% discount. Ingram is pleased to make this broad base of titles available to our customers.

While Ingram currently has no service charge on short or net titles, titles requiring prepayment to the publisher, or non-returnable items, we reserve the right to apply service charges to any or all of these categories in the future based on book industry standards with prior notification to any or all customers. If during the term of this contract Ingram institutes service charges, each library will be subject to this charge and notified in advance of implementation. The library would have the option to profile their account to block any titles subject to service charges.

Spoken Word Audio: Audiobooks produced for the general consumer and dealing with subjects of mass appeal. Spoken Word audio may be abridged or unabridged and are generally sold by publishers at full trade discounts. Also includes the new format Playway that are normally sold at a short discounted price.

Book and spoken word audio kits will receive discounts based upon classification of the title, typically by the publisher, as a book or as a spoken word audio. If classified as a book, it will receive the discount appropriate to the specific binding/press assigned to the ISBN ordered.

Board Books, Easy Readers, and Big Books: These juvenile genre categories are not discounting categories used by Ingram. These books will receive the discount appropriate to the specific binding/press ordered as outlined above. We estimate that at least 80% would receive the full trade discount.

Large Print: Ingram does not recognize the large print title as a separate binding type for discount purposes. Large print titles will receive discounts according to the binding/press assigned to the ISBN ordered as outlined above.

Graphic Novels: Ingram does not recognize Graphic novels as a separate binding type for discount purposes. Graphic novels will receive discounts according to the binding/press assigned to the ISBN ordered as outlined above. Graphic novels are primarily quality paperback editions.

DVD: Currently, Ingram provides pre-recorded titles in these categories under a range of discounts based upon retail price.

**See Short Discount for explanation on titles that may fall outside of this discount category.*

ii. Firm / Staff Experience

The Ingram family entered the book distribution world in 1964. Ingram has grown to include more family and community members as we have emerged as the largest book distributor in the industry, shipping over 146,000,000 units annually.

To better support the unique needs of libraries, Ingram Library Services grew from a specialized department of Ingram Book Company in 1970 to a full-service library vendor. Because of our growth and success, Ingram Library Services incorporated in 1998 as a subsidiary of Ingram Industries Inc. Today we offer “one-stop shopping” for our library customers that includes our new Collection Analysis program (customizable to your exact needs), comprehensive Collection Development support, including our Standing Order and Continuations programs, as well as all-inclusive cataloging and processing services. Libraries may order books, spoken word audio materials, music, and DVD, and receive a full range of library value added services customized to the library’s individual needs. PPL can order e-books and downloadable audiobooks directly from ipage and manage your collection building of both print and digital books.

Ingram Library Services Inc. is a Tennessee Corporation, owned wholly by Ingram Industries Inc. Ingram Library Services operates as part of the **Ingram Book Group**. Ingram Book Group includes **Ingram Book Company**, the nation's leading wholesale trade book distributor. Ingram Book Company grew out of the **Tennessee Book Company**. **Ingram Data Services** offers the latest technology in title reference tools, inventory management systems, and electronic-ordering software. **Ingram Periodicals Inc.** is a national direct distributor of specialty periodicals. **Ingram Publisher Services Inc.** is a company of Ingram Book Group with which publishers agree to allow Ingram to be the exclusive distributor of their product. **Ingram Digital Ventures** is a new Ingram company, focusing on the growing digital information marketplace. Through IDV, e-books are now available to Ingram Library Services' customers. Other Book Group companies include **Ingram International Inc.**, **Ingram Fulfillment Services Inc.**, and **Spring Arbor Distributors Inc.**, our Christian division.

Ingram is a privately held, family-owned corporation operating under the same ownership since our inception. The Ingram family is actively involved in the day-to-day operations of our company and has a vested interest in our customers' satisfaction. A tremendous advantage of being a family-owned company is the history and stability of ownership backing our long-term plans to remain the number one book vendor and service provider in the library market. Our primary mission is to serve our customers with world class services and timely delivery of our customers' orders. This enables PPL to fulfill your mission to your patrons – by circulating as quickly as possible the titles they are looking for and need for their enrichment and reading or listening pleasures. Our mission is to assist you in achieving your mission. It's what we do well.

Ingram Library Services Inc. is headquartered in La Vergne, Tennessee, where our Inside Sales, Customer Care, Collection Development, *Signature* Services, Collection Analysis, Cataloging and Processing, and Executive and Sales staffs are located.

Staff Experience

Ingram has built a talented, experienced staff focused on satisfying the needs of public libraries. We continue to invest in a quality human resource infrastructure at a pace consistent with our rapid growth. Ingram is the fastest growing public library wholesaler and provider of library services to the public library market. The blend of library experience along with a continuing infusion of professionals with fresh outlooks, enable Ingram to design innovative solutions with fundamental expertise in areas such as integrated library systems, collection development, collection analysis, cataloging, processing, all the way through to transportation and shipping. Ingram Library Services will give the highest priority to your needs by assigning key Ingram professionals to work with the Library to meet and exceed all goals and standards set forth in this proposal.

Senior Management Staff

Ingram Senior Staff members, **Philip C. Ollila**, President, **Wendell Lotz, MLS**, Vice President, Product Database, **Valerie MacLeod, MLS**, Vice President, Sales, and **Kay Bowin, MBA**, National Sales Manager, Schools, **Don Kaiser, MLS**, Director of ILS Administration and Technology Services, and **Jane Smith, MLS**, Manager of Signature Services.

Collection Development/Collection Analysis Staff Qualifications

Ingram has built the most knowledgeable acquisitions team in the book industry, with combined experience of nearly 300 years. Our Collection Development Librarians have frontline experience in major public library systems, with responsibilities for both acquisitions and collection development. Ingram buyers and selectors have regular contact and feedback sessions with publishers, and participate in ongoing professional development, including active participation at ALA, PLA, and BEA.

Ingram Book Group is the leading book wholesaler in the world, and the largest customer of the majority of publishers. Publishers make every effort to ensure that Ingram Book acquisitions associates and our MLS-degreed Collection Development Librarians have accurate and timely prepublication information on forthcoming titles. As soon as this information is made available, it is entered into the Ingram database by our book acquisitions team, to be accessed by our Collection Development Librarians creating selection tools. We are prepared to work with your librarians to create custom selection lists on an ad hoc basis or set up a regularly scheduled (weekly, bi-weekly, monthly, etc.) work flow of selections lists tailored to your specifications so your staff can make timely title selections and ordering decisions, assuring speedy arrival to your shelves.

Ingram's Collection Development Team is a group of dedicated and knowledgeable library professionals, which includes many MLS-degreed librarians with front line experience in both public and academic libraries. We work with our customers, one-on-one, in order to understand not only the requirements of each library, but also the community it serves. This personal level of commitment allows us to meet our customers' needs in the most efficient way possible. We are known for our expertise, friendliness, and world-class customer service. Our goal is to not only meet—but exceed—your expectations.

Tracy Taylor, MLIS, Youth Materials Manager uses her skills to create selection lists for libraries of all sizes in all parts of the country. Specifically, she has selected young adult materials for several library branches with heavy young adult emphasis. Tracy joined the Ingram team as Collection Development Specialist for Youth Services. Tracy brings years of experience as a children's librarian, and before joining Ingram served as Acting Senior Librarian in the Children's Literature Department of the Los Angeles Public Library.

Jeannine Wiese, Collection Development Researcher, works with Susan Johnston in the selection of children's materials, especially graphic novels. She has a strong background in children's reading materials as both a teacher and bookseller.

Shannan Starnes, MSLS, Adult Materials Manager, has varied library experience, but has worked primarily in public libraries. Shannan served as Acquisitions Librarian at Campbell County Public Library in Rustburg, Virginia, where she was responsible for selecting new and retrospective adult materials for the Main library and three branches. She brought this experience to Ingram, where she not only selects titles for Opening Day Collections and ongoing library acquisition projects, but also manages the Author Standing Order Program.

Norma K. Lilly, MLS, has worked as a reference librarian, collection development librarian, circulation supervisor, and Internet trainer in public libraries in Texas and Georgia. At Ingram her specialties are nonfiction, reference, large print, Spanish and audiobooks. She is a member of the Board of Directors of the Audio Publishers Association which helps her keep up with all the new audio formats. Norma is responsible for theme lists, topical Quick Lists, and working with publishers to know the best new books for libraries. Like the other librarians at Ingram, she writes reviews and evaluates new titles for the *In-Gram* and *Further Developments*, our library newsletters.

William Taylor, Ed.D., MLS, Manager of Continuations and Standing Orders, has primary responsibility for the Ingram Continuations program, including research on and selection of titles. William came to Ingram after 14 years with the Walker Management Library of the Owen Graduate School of Management at Vanderbilt University. William is past Chair of BRASS (Business Reference and Services Section of the Reference and User Services Association [RUSA] of the American Library Association.) The Continuations Department consists of associates who maintain the program, provide publisher title research, and assist customers in enrollment.

Melly Anderson, Video Product Manager, will provide DVD selection lists to the Library for their approval. Melly has worked in video for 20 years. Melly will work with the appropriate Library staff via telephone and email to profile the Library's needs and expectations for video product.

Processing/Cataloging Staff Qualifications

Within the Cataloging and Technical Services Departments there are professional cataloging librarians who hold Masters Degrees in Library and Information Science. **Lori Davis**, Manager of Operations for Library Processing, will oversee the Library Technical services staff providing processing and linking services, and will coordinate with the cataloging team. With Ingram, your project will be given top priority by our cataloging staff. A team of professional MLS-degreed catalogers and professionals experienced in working with all major library integrated systems will be assigned to your project. **Sharon Medley, MLS**, TIMS/MARC Manager, will oversee our cataloging team providing records to the Library. Account setup will play key roles in keeping your project on track. **Account Services** associates have the responsibility of working closely with Ingram Library Services' customers to establish new accounts and add processing/cataloging specifications to the accounts per the customers' specifications.

On-going Account Management

Jay Blint serves as Ingram Library Services Account Manager for PPL. Jay is very familiar with Ingram's programs and policies, and will contact the Library on a regular basis to monitor progress, discuss new programs and provide training as well as gather feedback from Library staff.

iii. Work Plan and Task Schedule

Ingram has indicated in this response our ability to comply with all Scope of Work services. We would like to elaborate with our work plan and task schedule.

Inventory

Ingram stocks over 1,500,000 book titles and up to 34 million volumes. Over 200,000 unique children's titles are included in this total. Our Extended database available through ipage Professional exceeds 4,000,000 titles. Ingram Library Services excels at providing fast, efficient service for multiple copies of titles. Our normal inventory ranges from 85 to 98% of stocked titles at any given day of the week.

Ingram's on-hand inventory represents the largest range of publishers in the industry today including trade, university press, small press, and specialty publishing houses. Ingram stocks not only new best sellers, but also the deepest inventory of midlist and backlist titles of any vendor. Ingram carries books in large quantities to meet library demand for multiple copies.

Ingram can provide adult, young adult, and juvenile fiction and nonfiction titles in all subjects and genres in a variety of bindings including trade hardcover, trade quality paper, mass market paper, single library editions, publisher's library editions, graphic novels, board books, and big books. We offer thousands of spoken word titles including abridged and unabridged editions on cassette and compact disc.

Order Fulfillment and Delivery Time

After receiving an order, Ingram will ship all titles currently in stock. Any remaining titles will then be placed on backorder for a period of time specified by you. At the end of the backorder period, all unfilled titles will cancel except for titles Not Yet Received from the publisher. Status Reports will be sent to each ordering entity to keep them updated on the status of their order(s).

In-stock, non-processed and non-cataloged orders are shipped within 24 hours or on the same business day if placed before local cut-off time at your designated Ingram distribution center. Orders will ship with Ingram-paid freight from your primary and secondary distribution centers on up to two shipping accounts.

Ingram's unique distribution center pairing gives our customers access to our entire inventory via convenient, regional locations. When an order is placed, titles are initially checked against the primary distribution center. Titles not in stock at the primary facility are then instantly checked at the secondary distribution center. This ensures a very high first fill rate. Titles not available in stock are then backordered from the publishers.

Orders will ship FOB Destination. Ingram defines FOB Destination as Ingram being responsible for the shipment until it is actually delivered to the Library. Once the items have been delivered liability lies with the receiving agency.

Ingram offers the highest fill rate in the industry on first shipment of an order. Ingram can deliver 100% of an order within 90 days if publisher stock is available, meaning those that are not out of print, out of stock indefinitely with the publisher, or those not yet published. For Peoria Public Library orders, we currently deliver 97.4% fill rate on every order you have placed with us this year. We believe no other wholesaler in the business can deliver that level of service.

Rush Orders

Ingram defines a "rush" order as one that requires special shipping, beyond our outstanding regular service levels. The Library may choose the shipping method they require, including UPS and Federal Express; however, the Library is responsible for freight charges on all rush orders shipped by channels other than Ingram standard shipping means, (i.e., Fed-Ex overnight, Saturday delivery). A separate account is needed for rush order.

Functionality and ipage® Web-based ordering tool

ipage selection lists, similar to the shopping cart functionality found in other Internet sites, are among the most versatile features on ipage. They are the starting points for using ipage for ordering. Once you create a list, you may add products, delete products, move products to other selection lists, or send it as an online order. **You may also download the list to a file on your computer to import into an electronic ordering program, inventory management system, or acquisition system.**

Ordering online using our selection list functionality enables the Library to create multiple title lists. These can be downloaded in a variety of formats such as BISAC, FlashBack®, or brief MARC records for import into your ordering or library automation system, provided that one or more of these formats is compatible.

Ingram has created an easy system for accessing bibliographic information, ordering status, tracking shipments on-order quantities and real-time stock with **ipage** as your source for up to the minute inventory information and stock verification. The breadth and depth of over 1,500,000 titles is at your fingertips. We invite you to browse our online catalog and to experience our extension inventory online.

With **ipage** Standard, Peoria Public Library has the following display features:

- Search by Title, ISBN/EAN
- Search by Author
- Ingram stock information
- **Real-time stock check**
- Title descriptions
- **Physical Information,**
- **LC Subjects**
- **LCCN, Dewey**
- Ability to create lists
- Sort by Binding, ISBN, Price,

- Sort by Pub Date, Publisher
- Sort by Title
- **List sharing options**
- Brief MARC records
- **Ordering**
- **Order status information**
- Account management/ reports
- Selection lists created by staff
- Online catalogs
- OPAC view
- **Price this List (Discounts)**
- Online Quotes
- **View & Print Invoices**
- Continuations Program List
- Standing Order Program
- View Backorders
- View/Track Recent Shipment

OPAC View

Libraries have the ability to look into their Online Public Access Catalog (OPAC) from titles within ipage.

The feature requires a one-time setup by the administrator of the account. The administrator needs to provide the following information in this setup:

- ✓ OPAC web address
- ✓ Their vendor's specific ISBN search index
- ✓ For some vendors, a search suffix is also required

Once the administrator of the account has set up this feature, users in the ipage account will start to see a button/graphic attached to titles in search results and selection lists. Clicking this button will open a new browser window and point to this ISBN within the customer's web-based OPAC system. Since this feature is ISBN driven, the button will not appear with titles that do not have ISBN's (videos, music, etc).

Options for Invoicing and Payment Terms

Invoices are available by mail, fax, ipage and electronically. Your invoice can be separated by product only, processing /cataloging services only or both product and services combined on one invoice. Our normal procedure is to ship your order prior to creating an invoice. Invoice copies are mailed to the issuing Library or to the appropriate designated agency as established at the time of account set up or maintenance.

Invoices include the following information: (1) shipping address, (2) billing address, (3) account number(s) (4) OE number, (5) quantity, (6) author, (7) title, (8) publisher/studio, (9) ISBN/EAN, (10) unit list price, (11) contractual discount, (12) unit net price, (13) total price, (14) purchase order number, (15) FEIN and (16) processing charges. Items on invoices are listed alphabetically by either the author or the title per the Library's request.

The Library will receive separate invoices for each purchase order number. Multiple invoices for each purchase order numbers should be expected. Ingram is open to working with the staff of Ramsey County Library to accommodate invoicing requirements and preference within the constraints of our system parameters and capabilities. It is our goal to customize our services to meet the specifications of the Library.

Ingram ships your order prior to creating an invoice. Original invoice and/or duplicate copies are sent to the issuing Library or to the appropriate designated agency as established at the time of account set up or maintenance. The purchase order number is a line item on the shipping label and the packing slip. Your packing slip is a mirror image of your invoice. Ingram ships your order prior to creating an invoice.

Also included on the invoice is a code for each binding type. Please refer to the list below for definitions. If a title is a Publisher's Library Binding, it may be designated as such by the notation LIB after the title.

- R = Trade Hardcover
- Q = Trade "Quality" Paperback
- P = Mass Market Paperback
- W = Spoken Word Audio

With ipage, the Library is able to view and print all open items, reference credit memos, and open invoices, including invoice details. The Library can also look at its last statement and view the last six payments received by Ingram.

Fax Invoice - In addition to invoices being available on ipage, if the Library prefers to provide a fax number that has a dedicated fax line available between 5:00 p.m. and 8:00 a.m. CST, Ingram can arrange to have a copy of the invoice faxed to that number when it becomes available.

Electronic Invoice – Ingram has partnered with SirsiDynix to offer an EDIFACT invoice interface with Horizon.(7.2 version or higher) Ingram electronic invoices are placed nightly in the individual Library's outgoing directory on the Ingram FTP server for customer retrieval and upload to Horizon. Electronic invoicing is an optional EDI transaction. Electronic invoice processing automatically posts the invoiced amounts for each line item in Horizon. Electronic invoices do not replace paper invoices. Electronic invoices streamline workflow and greatly reduce the amount of effort used in posting invoices manually.

Payment terms under this contract shall be 1% 10 Days/Net 30 Days. Payment is required for invoices within these terms even when a purchase order has not been completed. Ingram does not invoice for items until they have been shipped. Ingram offers a 1% cash discount on payments made within 10 days of statement date. Credit card payments are not eligible for this discount. Payments must be postmarked by the 10th of the month to qualify for the 1% discount. This discount is shown on your invoice and must be taken at the time the invoice is paid and cannot be taken retroactively. These additional savings can be substantial when you take advantage of the prompt payment discount.

While other vendors demand payment from invoice date, Ingram's terms are calculated on statement date at the end of each month. With payment due 30 days from statement

date, the customer's payment is due an average of 45 days from invoice (30-59 days). Ingram reserves the right to assess a late charge on all past due invoices.

Status Reports

Status Reports come in the form of our Packing Slip and our Title Status Report.

The **packing slip**, which is enclosed in the initial shipment, will supply you with the status of any book that has been shipped, backordered, or is out of print. The packing slip will be alphabetized by title. Titles that were not included in the initial shipment will have a "B" in the "BO" column if they have been backordered. An "S/W" will identify those titles that will be shipped from your secondary distribution center. Titles that cannot be supplied in your normal backorder period will automatically cancel. These titles will be identified with a blank space in the "BO" column.

The **Title Status Report** is sent to customers on a monthly basis. This report will update customers on current backorder status information as well as indicate which titles could not be supplied within your normal backorder period. Listed below are the most frequently used stock abbreviations that will appear on the Title Status Report:

B/O = Out of stock at this time and on backorder for you
NLS =Title is no longer stocked by Ingram
NYR =Title is not yet received by Ingram into the distribution center
OSI =Out of stock indefinitely by the publisher
PPD =Title has been postponed by the publisher
OP =Title is now out of print at the publisher
CANC =Title has been cancelled at this time by the publisher

With ipage, the Library can also view backordered items. Under the Order tab, simply click Acquisitions Status for a listing of Order Easy Clicks, including backordered items.

Ingram provides a **monthly statement**, which serves as an open item register and monthly summary report. The statement contains, among other information, the transaction type, date of transaction, due date, customer account number, total amount due, total account balance. Please see the enclosed sample statement, including a definition of statement terms. The Library can also view their last statement online through ipage as well as view the last six payments received by Ingram, and view all open items, reference credit memos and open invoices.

Process for Copy Cataloging

In the paragraphs that follow, we have provided information on our *Signature* Cataloging service and outlined the cataloging procedures that we recommend for this contract.

1. The library's online catalog is searched through a Z39.50 connection to determine if a MARC record exists at the library site.

2. If a MARC record exists in the Library's catalog, it is pulled into the Ingram MARC editor where the newly acquired title/bar code is added to the existing record. All edited records are saved to a file and then transmitted via FTP to the customer at the end of each day, so the customer can pull the updated records into their online catalog. Ingram does not modify or upgrade records already in the Library's database.

3. If a cataloging record does not already exist in the Library's online catalog, Ingram will search OCLC cataloging database to which the library has a subscription or access rights. If a cataloging record is located in OCLC, the Ingram cataloging associate pulls it into the Ingram MARC editor, where the barcode and local call number are added to the record. All new records are saved to a file and then transmitted to the customer via FTP at the end of each day, so the customer can pull the new records into their online catalog. The Library will allow Ingram to sign in using the Library's log-in and password for OCLC if necessary. Please note that Ingram does not correct or upgrade records from OCLC or the Library of Congress unless the Library has requested this service. There is a fee for this service.

4. If the required record is not found in Library's database or OCLC, an Ingram cataloger can create an original in accordance with all national cataloging standards then record can be uploaded into OCLC so that it will have an OCLC number and West Boise Library's specifications.

Once the record is in OCLC, the Ingram cataloging associate pulls it into the Ingram MARC editor, where the barcode and local call number are added to the record.

All cataloging options offered are contingent upon a successful test between Ingram and the Library's automation system. Should the Library choose to migrate to a different automation system during the course of the project, Ingram reserves the right to re-test, and renegotiate pricing and services based on a successful test with the new system.

Alternative Cataloging Services

With Ingram's exclusive BookMARC cataloging service, we can give you the most authoritative cataloging available. Our staff of MLS professional understands the importance of following strict cataloging guidelines. Ingram Library Services provides cataloging services for only those products purchased through Ingram. With our in-house cataloging system, BookMARC, Ingram is able to provide fast, efficient service for cataloged items.

We provide access to full-level MARC records through BookMARC®, our proprietary cataloging database. BookMARC includes the complete LC MARC database (with over eight million bibliographic records), as well as tens of thousands of entries created by Ingram's MLS-degreed catalogers. It also contains LC Name Authority and Subject Authority records; our MARC records reflect the latest LC-recognized contributor,

uniform title, series, and subject and geographic headings. We are a NACO participant, the first vendor to have been accorded that honor.

Ingram cataloging is in accordance with the latest editions and versions of the Anglo-American Cataloguing Rules, MARC21 Format, OCLC Bibliographic Formats and Standards, Library of Congress Classification Schedules, Dewey Decimal Classification, Sears List of Subject Headings, and Library of Congress Subject Headings. Our cataloging is consistent with LC rule interpretations and cataloging practices as established and reported in LC's Cataloging Service Bulletin.

Ingram customizes cataloging to the needs of the Library through a customer profile. The Cataloging and Processing Profile allows the Library to create a unique local call number and cuttering including additional classification symbols to indicate Juvenile, Fiction, etc, within the BookMARC system parameters.

MARC Records

Ingram can supply full MARC records to customers from Ingram's BookMARC system via FTP or ipage.

Where our database contains only a brief MARC record for a title, that record can be sent. A brief MARC record includes title, author, ISBN/price, Dewey Class, LCCN, and Publisher/Pub Date. The Library also has the option of accepting an unedited OCLC record, which may not be full level.

Return Policy

Any single copy of a non-processed/non-cataloged book ordered in good faith that is found to be damaged or unsuitable whether it is due to Ingram's error or the purchaser's error may be returned under our **Hassle Free Return Policy** within 60 days of invoice date. This policy does not apply to items designated as non-returnable. Ingram will pay return charges only on damaged/defective books or books shipped in error by Ingram. Ingram is not responsible for shipping and carrying charges on books returned for any other reason. Cataloged and processed books that are not damaged or defective cannot be returned.

Ingram recognizes that libraries occasionally need to return books. Expeditious handling and returning of books that are damaged, defective, or shipped in error can be assured by using a Hassle Free form. These forms are provided on the back of each packing list page, and discrepancy reports or returns should be postmarked no later than 60 days after invoice date. Detailed instructions are included on each form with a handy cut-out shipping label. A book with a publisher's defect may be returned for up to one year from receipt.

If defects are discovered with a spoken word audio within the first three (3) months of receipt, return it to Ingram using the Hassle Free form for a replacement copy. Please return all tapes or compact discs in a multi-cassette/CD title. If problems arise after the three (3) month period, please return the tape or disc to the publisher. Brilliance™ offers a

lifetime free replacement policy for their Library Edition product. Simply return the damaged product directly to the Brilliance Corporation at the address on the back of the box.

A credit memo will be mailed listing the item(s), dollar amount, and purchase order number credited. Credits will be reflected on the monthly statement with reference to the purchase order number.

Upon receipt of the returned titles in our distribution center, Ingram will credit the Library for the cost of the item(s) plus freight charges calculated at the standard UPS rate for the weight of the items returned that are damaged, defective, or shipped in error by Ingram.

The account management feature of ipage offers the ability to transmit certain returns information. You can create Hassle Free Returns forms and may also report shortages with the feature. After returns have been submitted, you may check the status of these returns including credit information.

v. Anticipated City Involvement

The City shall provide Ingram with the Library's log-in and password for obtaining OCLC record under your membership access rights.

PPL must accurately complete profile to eliminate processing and cataloging errors and closely review processing samples to ensure that we have interpreted your specifications correctly.

Ingram would ask that the City reports any issues or concerns immediately in order for Ingram to provide superior service and quick resolution.

PPL personnel should inform Account Services Department that they wish to set up a new account or maintenance an existing account under the terms of this bid/contract. Account Services may be reached by dialing (800) 937-5300 option 1, submenu 4.

vi. Fee / Price Indicators and Discount

Ingram discounts from current publishers' list price at the time of order entry. Prices of individual library materials are set by the publisher, and not by Ingram as a distributor. Therefore, while Ingram cannot guarantee that the list price of an item will not change. Your discounts, terms and conditions will remain firm for the initial contract period.

DVD and Music product is sold at the suggested retail price rather than from the publisher's list price. Ingram will be glad to substantiate any price increase from suggested retail price. Ingram will not substantiate a price change that is less than the suggested retail price as it is the nature of the industry to promote video at lower prices after certain time intervals.

Ingram is pleased to present PPL the following discounts for library materials:

Trade Hardcover.....	42.5%
Trade Quality Paperbacks.....	38.5%
Mass Market Paperbacks.....	38.5%
Single Library Editions.....	42.5%
Publisher's Library Bindings.....	15.0%
Short Discounted Titles.....	5.0%
University Press.....	12.0%
Spoken Word Audio- Trade.....	45.0%
* Spoken Word Audio – Non-Trade.....	0-35.0%
** DVD (<i>Discount based on List Price of item</i>):	
< \$14.99.....	35.0%
\$15.00-\$19.99.....	30.0%
\$20.00 +.....	25.0%
Music CDs.....	0-45.0%
Net Titles.....	0.0%

* *Eighty to eighty-five percent of all Spoken Word Audio is at the 45% discount; however, some Spoken Word Audio is short discounted by the publisher.*

** *Although the majority of Ingram's DVD inventory is eligible for the maximum discounts, some titles necessarily receive smaller discounts. ipage®, our web-based tool, provides title discount information.*

Please note that **processing prices** are based on use of Ingram standard processing supplies. Any non-standard supplies would need to be provided by the Library.

Any processing components not specifically quoted in this Request for Proposal can be added to the Library's profile at the current standard pricing.

We have listed below the bundled pricing for processing and cataloging services with the Library supplying branch stamp, 3M RFID, barcode and genre label for book product only. Since our pricing is provided without a completed profile, Ingram reserves the right to adjust price accordingly, if needed.

Customized Signature Services		
A.	Project Management Support	\$4.20 per item
B.	Library Stamp (customer supplied)	
C.	3M RFID tags, programmed (customer supplied)	
D.	Spine Label	
E.	OCLC MARC record (Linking Z39.50)	
F.	Mylar Jacket, attached	
G.	Label Protector affixed over exposed spine	
H.	Book Leasing – not available	
I.	Barcode-1 (customer supplied)	

J.	Genre/Identification Label (customer supplied)	
L.	Shipping – Ingram paid freight	
M.	Desktop Delivery – Within 1-3 days for all in stock and items not receiving original cataloging.	
N.	Cataloging Error Rate of less than 4%	
	Additional Services	
	Kapco Laminated Paperback Cover-up	\$2.25 per item
	Heckman Prebinding for Paperback	\$4.85 per item
	Audiobook CD Case (Clam up to 12)	\$3.75 per case
	Audiobook CD Case (Clam up to 20)	\$4.75 per case
	Audiobook CD Case (Clam up to 32)	\$6.00 per case
	Single DVD Case – Ingram Standard	\$1.50 per case
	All cases include cut and paste processing.	
	CIP Upgrades	\$2.00 per record
	Original Cataloging – Book/Spoken Word Audio	\$11.00 per record

vi. References

Please see the Reference/Questionnaire form submitted with our response for additional references. Ingram has provided references for you to contact that utilized our online ordering, acquisition of library materials, and cataloging/processing services.

Jefferson Parish / East Bank Regional Libraries (JPL) Sirsi User

200 Derbigny Street, Suite 196
Greta, LA 70053-5850
Attn: John Walker
jwalker@jefferson.lib.la.us
(504) 838-1137

Ingram provides shelf-ready library materials for thirteen branches and shipping to one central location. Contract value: \$3,570,000. JPL uses EDI ordering, acknowledgements, and invoices services. Ingram has serviced this library for over a decade.

Loudoun County Public Library (LCPL) Sirsi User

P.O. Box 7000
Leesburg, VA 20177-7000
Attn: Mary Lou Demeo
maryloudemeo@loudoun.gov
(703) 777-0576

Ingram provides processing services for their books, spoken word audio and DVD materials with annual sales of over \$300,000. LCPL system consists of seven (7) library branches and an outreach service. Our partnership was established in 2003.

ADDITIONAL INFORMATION

Ingram Contact List

PPL has toll-free telephone access to any Ingram point of contact. To reach Ingram Library Services dial **(800) 937-5300**. Your call will be answered by an automated voice system that will offer several prompts to assist you in reaching the correct department:

- Jay Blint, Account Manager Ext. 37474
Email: jay.blint@ingrambook.com
- Customer Care Press Option 1, then 1
Email: ILSCustomer.service@ingrambook.com
To discuss concerns or issues regarding your account
- To Place a Book or Audio Order Press Option 1, then 2
- To Place a Video Order Press Option 1, then 3
- Account Services Press Option 1, then 4
Email: customer.requirements@ingrambook.com
To Set Up / Update an Account
- Toll-Free FAX Ordering 800-677-5116
- Credit Department 800-937-8100
- Technical Support 800-937-7978

Accounts

New accounts may be set up and existing accounts updated by phoning our Account Services Department at 800-937-5300, Monday through Friday, 7:30 a.m. to 4:30 p.m. CST. The Account Services Representative will ask for basic account information such as account name and shipping address, contact person, and processing requirements. Please inform your Representative that you are a contract customer, and they will verify the contract information and ensure your accounts receive the correct discounts and terms. Ingram requires that any request for a new account be accompanied by a signed Application, Terms of Sale and tax exempt certificate.

Collection Analysis

Ingram has a software tool to assist you in analyzing your current collection on a system-wide basis, or on a branch-by-branch basis. This tool will enable you to weed out obsolete or no longer required titles, and propose replacements with the titles your patrons want and need. Our collection analysis of your branch or system-wide collection will provide your staff with a thorough and critical analysis of your holdings, presenting your strengths and weaknesses as they relate to other libraries of your size and demographics. You will have a clear picture of your collection's balance and immediately see opportunities to improve areas that are aged or short on content, as well as areas that are content rich. The reporting capabilities will provide you with the important data you need to guide your selection criteria for new content, both print and digital. This service is offered **free of charge**.

Collection Development Success Stories

Detroit Public Library

In 2001, Detroit Public Library approached us about providing an array of customized collection development services. We created a monthly selection list according to their specifications and enrolled them in our National Book Club Standing Order Program. After one year, a study found that the library's circulation had increased by 40%!

Tippecanoe Public Library

In 2006, we carried out an Opening Day Collection (ODC) for Tippecanoe Public Library. In this case we did the selection and the buying of the materials. The ODC was a huge success! Before long, they expanded the project because circulation was so high that the shelves were nearly empty!

West Hills Community College

West Hills Community College came to us in 2006 for at least five separate projects. They made it a point to call to tell us that the reason they keep returning is the quality of the selection lists. They've passed along their recommendation to colleagues who also now call upon us for help.

These examples show that we are passionate about what we do—and are committed to our customers' success. We love books and we love libraries. We hope we will have the opportunity to work with you.

HITS (High Interest Title Selection)

HITS is a concise, annotated pre-publication listing of top, new hardcover and selected quality paperback books. Indicated by stars in each HITS paper listing are titles projected to generate considerable patron interest and receive positive reviews as an exceptional book. HITS is available as a list on ipage, along with our Greatest HITS list.

HITS is compiled monthly and lists titles about two months prior to publication date. HITS is available online or as a printed monthly list, and includes approximately 2,000 to 2,500 titles annually. Our HITS list comes with three convenient ordering options:

- Your Library may request an automatic shipment of one copy or multiple copies of each starred title by individual month or every month (Standing Order).
- Your Library may make selections from HITS title by title.
- Your Library may request an automatic shipment of one copy or multiple copies of each title listed in HITS (Standing Order).

ABC (Advance Buyer's Checklist)

The Ingram ABC Program is designed to give you the flexibility and control necessary to tailor new title selections to the tastes of your community. By using our ABC Program, you take advantage of Ingram's knowledge of the author's track record, publisher, timeliness of topic, publisher's promotion and advertising budget, print run, and author tours--factors which influence patron demand.

The Advanced Buyers Profile is a simple profile system, with separate profiles for hardcover, trade paperback, and mass market paperback. Each profile lists the different subject categories, such as Business/Economics/Finance; Reference, and Technology.

Every week we send you a report summarizing the titles reserved for your account in that month. After reviewing your reports, you can make any changes--increase quantities or cancel titles right up to the time we receive the titles from the publisher and prepare your shipment. The Ingram ABC Program is a convenient, flexible plan to help you with the selection of forthcoming titles. A printed version of this program is available at no charge to the library.

Ingram's Kidlist Plus Program

With over 200,000 children's titles actually in stock, Ingram's Collection Development team is able to produce customized selection lists for the younger generation based on your Library's criteria. We can even recommend titles, especially for those hard-to-find subjects that defy easy selection. To further alleviate worry about finding titles, all titles on a Kidlist Plus list are up-to-date. When combined with our unsurpassed inventory, your library is assured of having the books you need when you need them.

reviewALERT - Youth

Every month hundreds of children's and young adult titles are reviewed in the industry's top journals. Scanning the reviews, making selections on paper, and searching for the titles online can be time consuming. **reviewALERT - Youth** is a convenient and FREE way to help you streamline this selection process.

Each month, Ingram will notify you via e-mail of the titles reviewed in the journals you select on your profile. This will allow you to easily access the titles on *ipage*® and place your orders. Your customized monthly alert will include juvenile and young adult books with full reviews in your choice of the following journals:

- School Library Journal
- Booklist
- VOYA
- The Bulletin of the Center for Children's Books
- The Horn Book Magazine
- Kirkus Reviews
- Publishers Weekly

Visit www.ingramlibrary.com/reviewALERT for more information and to sign up for this exciting and FREE program!

e-book Solutions for Your Library

Librarians around the country know and depend on Ingram for selection, service, fast delivery, and a high level of personal customer service. Our track record with traditional materials and services coupled with the technology of our new partner, **MyiLibrary**, provides a winning combination for either beginning or expanding your e-book collection!

Title Depth and Breadth: MyiLibrary contains **over 77,000 titles** from some of the most reputable publishers in the industry including Wiley, ABC-CLIO, Nolo, Dorling Kindersley (DK), Greenwood Publishing Group, Oxford University Press, and McGraw-Hill Publishing. They work closely with publishers throughout the world to bring you access to a vast and rapidly growing collection. Over 1,000 titles are added each month, giving you access to a growing universe of e-books. The collection of titles available on MyiLibrary is one of the most unique and comprehensive available today, and is a perfect addition to any library's collection.

These titles are available on an individual basis or in subject collections. Collections can be customized to your exacting requirements and needs. Free Trials can be set up for any of your staff to use to determine the ease of use, the breadth and depth of title choice, and have a way to gain circulation both within and outside of the library as the titles are viewed in an online setting. MyiLibrary is currently used by hundreds of libraries around the world and millions of users have accessed the content within it.

No Check-Out Periods or Lengthy Downloads: MyiLibrary delivers e-book content online, avoiding the long download times experienced using other systems. With real-time access to your entire collection of e-materials, patrons never have to worry about check-out periods or late fees. And with multi-user, up to three patrons can view the same content at the same time.

Easy to Setup: MyiLibrary requires no additional software to setup. The portal is reached by simply linking from a referring library URL or range of URLs - making setup quick and worry free!

Key Features for Your Library

- Expansive Selection of over 77,000 titles
- Simultaneous Multi-User Access
- Local Content Integration
- Real Time Reporting
- MARC Records
- Multiple Authentication Options
- Interlibrary Loan
- Customized Home Page
- Library Branded Merchandising Templates

Key Features for Users

- Online Document Delivery
- Customize Text Size

- Full Text Search
- Advanced Search
- Many Navigation Options
- Copy, Paste, and Print (*subject to individual publisher restrictions*)
- My Bookmarks
- My Saved Searches
- No Plug Ins
- No Check-Out Periods or Late Fees!

Lightning Source

Today's library patrons place a high premium on fast, convenient access to a diverse selection of reading materials, and Lightning Source's expansive digital library is second to none. Lightning Source is designed to help libraries meet their needs in a convenient, cost-effective fashion.

With Lightning Source, you can offer your patrons more titles quickly with fast, easy delivery. We not only give you access to titles that were once extinct or hard-to-find, but also make it possible for low-volume titles to stay in print and for some new titles to be released. All this translates into wider title selection and better customer service for your patrons and your community.

Lightning Source offers a suite of services that makes serving your patrons in today's high-tech world both easy and affordable. "On demand" printing allows a book to be printed in order in a range of formats within 48 hours, even if the order is for one book.

Lightning Source titles are listed on Ingram databases and are ordered through the same methods you usually use with Ingram - by telephone, fax, mail, or electronically. Lightning Source titles may need to be backordered and will be printed especially for you once the order is placed through Ingram Library Services. Titles produced by Lightning Source are sold under the same terms as other Ingram titles.

Signature Services

If standard programs and services don't fit your specialized cataloging requirements and unique collection development needs, Ingram Library Services can customize our offerings to suit your library with our *Signature* Library Services.

Whether you're opening a new library, evaluating your current holdings, updating or expanding your existing collection, or streamlining back-office functions, *Signature* Services offers unique solutions that save time and money.

Collection Development

Our Collection Development services are built on our industry-leading product selection. No other vendor provides the breadth and depth of titles that Ingram offers. But having the most books is pointless without the tools to identify the right titles for you. Our profiling program provides a clear picture of your collection needs while taking your timeline and budget into account.

Once you give us the specifics of your project, we create your custom selection lists in an electronic, user-friendly format. The program allows you to view and edit your lists in several different ways, and it includes comprehensive data for each title, such as bibliographic information, review citations, series lists, annotations, and more. Behind Ingram's Collection Development programs are our staff of MLS-degreed librarians, whose decades of frontline library experience ensure that your customized lists are relevant, accurate, and easily accessible.

Paperback Books - Prebinding

Also librarians can order their paperbacks prebound from Ingram and get hardcover books at a fraction of the cost of publishers' hardcover bindings. When librarians' order prebound books, they receive their normal Ingram discounts. Their paperbacks are shipped directly to the prebinder. Ingram partners with **Heckman Bindery** to provide prebinding services for books. Ingram will set up a separate account for titles needing this service. The prebinding service takes a minimum of five weeks. Books receiving Heckman prebinding that require processing or cataloging services will require additional time for delivery. All prebound and prebound books purchased through Ingram are considered compatible to library binding standards.

Heckman Bindery, Inc.'s Mylar Economy Product is warranted against defect in materials and workmanship for thirty-six months. This warranty does not cover damage caused by abuse or misuse.

NOTICE OF CONTRACT

Any contract resulting from Ingram's response to Invitation to Bid shall fully incorporate by reference this entire bid response as part of said contract. Ingram's proposal constitutes our entire offer. A Letter of Award must be sent to the attention of Bids and Contracts (Ingram Mail Stop 623) before you can order under this contract. A purchase order is not considered sufficient acceptance of this contract.

Ingram cannot issue credits for accounts failing to follow the proper notification and account set up procedures. Libraries wishing to establish a new account will be asked to complete an Ingram New Account Application and Terms of Sale Form. When setting up an account under the terms of the contract, the Library will be asked to provide a copy of their tax exemption certificate.

Any item ordered prior to the contract start date will not receive the discounts offered herein. This includes both standing orders and previous backorders. Should the library receive a previously ordered item after the contract is in effect, previous discounts will apply.

The Library may currently be purchasing library materials from Ingram under a separate pricing agreement or contract. Upon award of this contract, the Library may choose to purchase under their current agreement, or under the new contract. They will not be able to purchase the same commodity under both contracts.

STANDING ORDER AND CONTINUATION PROGRAMS

Our MLS-degreed librarians manage each program, so you know they will contain the materials that will generate high circulation. Each program has a specific focus, including titles from popular categories like bestselling authors, series, graphic novels, and inspirational fiction.

Ingram Adult Author Standing Order Program

With Ingram's Adult Author Standing Order program, you and your staff can always be assured of receiving the latest titles by the most popular authors in a timely manner. This program automatically orders new titles by the most popular authors, months before release. When new titles are added to our database (usually two to three months before release), your order is placed automatically. You will receive a monthly report detailing standing orders placed on your account. This report is also available on ipage. This advance notice allows flexibility when you require changes to your order. The top authors, in terms of participation by libraries, have been identified on the enrollment form in boldface type. Updates to the Program are announced on ipage.

Large print, Spanish, audio editions, and other formats are available in the Author Standing Order Program when they are released concurrently with the regular hardcover. You can choose from four audio formats: abridged audiocassettes, unabridged audiocassettes, abridged CD, and unabridged CD. Audio Library editions will be included when they are available.

Ingram Youth Author Standing Order Program

In response to our customer's requests, we are delighted to offer a standing order program featuring popular authors of children's and teen books. When you sign up for this program, the newest titles by writers as diverse as Christopher Paolini, Mo Willems, Jacqueline Woodson, Jenny Nimmo, and Laura Numeroff will be shipped to you automatically, as soon as they are available. With two hundred authors on the program now, and more added all the time, we know you'll find this program helpful in delivering the best authors' latest works to your young patrons. All titles on this program are offered in hardcover bindings; however, you may indicate whether you prefer library bindings or trade hardcover, whenever there is a choice. Titles ship as soon as they are released.

Ingram Popular Series Standing Order Program – Youth and Adult

If you're having trouble keeping up with the latest in your patrons' favorite books series, let the Popular Series Standing Order Programs send you the newest titles of the most popular series for youth and adults. Our Collection Development Specialists are constantly monitoring new titles and will automatically order the new ones you want for your library. You'll be the first to know all the latest information—when a series is being discontinued or if a new series is on the horizon. This is the hassle-free way to manage your popular collection.

Ingram Popular Adult Nonfiction Standing Order Program

With major media attention and high demand from the reading public, many new nonfiction titles become immediate 'must-haves' for libraries. With Ingram's Popular Adult Nonfiction Standing Order Program, it's easy to order top nonfiction titles and have them on your shelves and ready for circulation by street date. Our MLS-degreed librarians and expert buyers work closely with publishers to anticipate the titles that will resonate with your patrons. Each month, they select the best forthcoming nonfiction titles and automatically place them on backorder for your library. While the number of titles can vary according to the season, you will receive an average of 25

titles per month. We provide a monthly ipage® report that lists the titles placed on your account. This advance notice allows you to review and even alter your order, if needed.

Ingram Easy Reader Standing Order Program

Children read at different speeds and needs. Anticipate demand by ordering easy reader books by level with the new Ingram Easy Reader Standing Order Program. More than one hundred publishers, imprints and series are represented in the program ranging from tried and true favorites like Step Into Reading from Random House to new series stars like Reading Rainbow Readers from SeaStar. Each series is broken out by levels, so you can order the quantities you want of the level you need in the bindings you prefer. The *Further Developments* newsletter keeps you up-to-date on the latest Easy Reader information. A monthly report detailing standing orders placed on your account is available on ipage.

Ingram Inspirational Fiction Standing Order Program

Ingram's Inspiration Fiction Standing Order Program will help collection development librarians select books in this growing, unique genre. The program works like Ingram's Author Standing Order Program but only includes trade paper editions of best selling fiction and recommended authors. Some of the titles are also represented on the Author Standing Order Program, which mean you can also sign up for the hardcover, large print, or abridged audio edition of those popular authors. Just as with the Author Standing Order Program, a monthly report detailing standing orders placed on your account is available on ipage and updates to the Program are also announced on ipage.

High Fives (Mass Market Genre Sets) Standing Order Program

The High Fives Standing Order Program provides automatic ordering of popular genre fiction. High Fives gives you the top five new titles each month in the genres you select. For some genres, you may also choose to get the next five or 10 most popular titles. Genres available on this program are:

- General Fiction
- General Romance
- Science Fiction/Fantasy
- Historical Romance
- Horror
- Westerns
- Mystery

A degreed librarian with front-line public library Collection Development experience selects High Five titles. We'll send the ones we believe will have the highest demand, including reprints or originals. See the High Fives & Original Score page on ipage under the Collection Development tab for examples of past selections and frequently asked questions.

Original Score

Ingram's Original Score program provides an entire monthly collection of original paperbacks. Each month our Collection Development librarians select 20 original paperbacks, which are forecasted as having the highest demand. The assorted mix of titles includes one western, at least one science fiction or fantasy title, and the remaining titles will consist of general fiction, mysteries, and romances.

Ingram National Book Club Standing Order Program

The National Book Club Standing Order Program provides automatic ordering of selections for the Oprah Book Club®. There is no easier way to acquire these popular titles. Just choose your binding preferences, and we'll order the title for you as soon as the selection is announced.

Graphic Novels Standing Order Program – Youth and Adult

The Graphic Novel Standing Order Program provides automatic ordering of titles in this increasingly popular format. Our specialists have researched hundreds of graphic novel series to ensure your collection has titles appealing to a broad range of readers, ages 8 to adult. Ingram offers separate Graphic Novel Standing Order Programs for various levels of maturity.

Ingram Travel Standing Order Program

Are your patrons requesting the most current information on New England, Europe and the West Indies? Do they want to know about transportation, restaurants, culture and sights-to-see? If so, then be sure you have all the latest information they need - enroll in the Ingram Travel Standing Order program. This plan offers a flexible method of receiving our best selling travel titles as well as providing a broad selection of travel series—automatically. Let Ingram take the guesswork out of the publishing cycle. Our Travel Standing Order program is a module of our Continuations Program.

Continuations Program

Ingram's Continuations program currently offers thousands of titles, with additional titles in research that our Continuations team is working to bring into the Program. Our experienced, MLS degreed librarians select the titles. Titles added to our program are reported through our Collection Development newsletters. Our team of dedicated associates is willing to research all titles requested and will make every attempt to supply these titles. Should the identified titles be in print and available through normal wholesale channels, our Continuations Department will gladly add them to the Library's profile.



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. PREPARATION OF PROPOSAL:

- a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. INQUIRIES: Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3. PROSPECTIVE OFFERORS CONFERENCE: A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. LATE PROPOSALS: Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.

5. WITHDRAWAL OF PROPOSAL: At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. AMENDMENT OF PROPOSAL: Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. PAYMENT: The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. NEW: All items shall be new, unless otherwise stated in the specifications.

9. DISCOUNTS: Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. TAXES: The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. VENDOR REGISTRATION: After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof, or
 - (3) Reissue a *Request For Proposal*.
- c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who



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provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.



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11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without



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its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.



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18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.



STANDARD TERMS AND CONDITIONS

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29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Library Books (all types), Music CDs, and Video/DVD/Spoken Word for the Peoria Public Library.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
5. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
6. **Contract Type:** Fixed Price Term Indefinite Quantity
7. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months
9. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
10. **Proposal Format:** Proposals shall be submitted in one (1) original and four (4) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. The proposals should be submitted in the maximum length requirements as specified:
 - a. Proposal Content - the following items shall be addressed in the technical proposal submission.
 - i. Understanding of the Scope of Work; including the plan and method of approach to accomplish the Scope of Work. (8 pages maximum)
 - ii. Firm/Staff Experience



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- iii. Work plan and task schedule to accomplish the required Scope of Work; including delivery time.
 - iv. Fee, to include price indicators by category, the discount offered off of the current publishers price list and, information on any exceptions to the discounts. Also, provide fees for customized cataloging and processing services and project management support.
 - v. Anticipated City involvement for successful completion of the required Scope of Work.
 - vi. References from Similar Projects completed within the last five (5) years.
11. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
12. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror(s) whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
- a. Project Understanding and Project Approach.
 - b. Experience/Projects.
 - c. Fee
 - d. Conformance to Request for Technical Proposals.
13. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
14. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. PRICES SHALL NOT BE READ. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
15. **Shipping Terms:** Prices shall be *F.O.B. Destination* to any location in the City of Peoria, delivered to the specified receiving point as required by the customer agency at the time of order. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
16. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
17. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.



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18. **Taxes:** Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices.
19. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
20. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice
21. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
22. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
23. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
24. **Payments:** The City shall pay the Contractor based upon work performed and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
25. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
26. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The



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Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

27. Required Insurance Coverage:

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subcontracting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's



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Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

28. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

29. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

30. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury,



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sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. **Other Benefits**

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

31. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

32. **Unifier Project Management System:** Awarded vendors may be required to utilize the City's Project Management System, Unifier, for the management of business processes and information regarding the awarded contract. Unifier is an on-line application and will be made available to awarded vendors at no additional charge. Vendors will utilize Unifier to submit and process information to the City such as: Field Change Order Requests, RFI's, Submittals, Payment Applications, Meeting Minutes, etc. Training will be offered to the vendors at no additional charge.

33. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

34. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required



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to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

35. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

36. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
37. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
38. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
39. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- The contractor provides material that does not meet the specifications of the contract;
 - The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- Cancel any contract;
- Reserve all rights or claims to damage for breach of any covenants of the contract;
- Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;



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- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
- i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law.

40. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

- a. Transportation:
 - i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
 - ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).
- b. Lodging and Meals:
 - i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
 - ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.com/accommodations.php>



SCOPE OF WORK

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I. Purpose

The City of Peoria, Arizona (the "City") is requesting proposals from qualified firms to provide Library Books (all types), Music CDs and Video/DVD/Spoken Word for the Peoria Public Library. The Contractor shall also provide customized cataloging and processing services and project management support.

II. Scope of Services

1. The City currently uses the "SIRSI" system for all library books and other media. Any service offered must be compatible with the SIRSI system. In late 2009, the Library will be moving to the "Polaris" system so vendors must be compatible with this system also.
2. The City shall be placing orders for new and continuation products.
3. The City Library is a member of the On Line Computer Library Center, Inc. (OCLC), and all bibliographic records shall be obtained through the OCLC and then loaded onto the City's SIRSI database.
4. The Contractor shall provide an electronic system which allows for ordering all books and media electronically. This system shall be updated continuously to provide the most current version of all books and media.
5. The Contractor shall provide custom cataloging and processing to include:
 - A. Project Management Support
 - B. Possession stamping – with appropriate Library Name
 - C. Security tags for theft detection – 3M RFID tags and programming
 - D. Call number labels
 - E. Bibliographic records – from OCLC
 - F. Mylar jackets for hardback books with dust covers
 - G. Label protectors affixed over exposed spine labels not covered by mylar jackets
 - H. Book Leasing availability options
 - I. Barcoding
 - J. Genre/Identification Labels
 - L. Shipping
 - M. Desktop delivery - Within 4-6 weeks of order, release, or publication when item in warehouse
 - N. Cataloging error rate of less than 4%
6. The Contractor shall provide a spreadsheet with category definitions.



SCOPE OF WORK

Solicitation Number: **P09-0023**

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

III. Submittal Requirements

Specific submittal requirements are listed in the Special Terms and Conditions, Page 9 & 10.

IV. Proposal Due Date

1. Proposals will be submitted in one (1) original and five (5) copies and shall be delivered to:

City of Peoria
Materials Management
8314 West Cinnabar
Peoria, Arizona 85345

The proposal shall be due no later than 5:00 p.m. on November 20, 2008.

2. All questions regarding the proposal should be directed to:

Athena Bonner, CPPB
Contract Officer
(623) 773-5132
athena.bonner@peoriaaz.com



QUESTIONNAIRE

Solicitation Number: P09-0023

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115
Fax: (623) 773-7118

Please list a minimum of three (3) references whom the Materials Management Division may contact:

1. Company: Mohave County Library
Contact: Julie Huelsbeck, Assistant Director
Address: P.O. Box 7000
Kingman, AZ 86402-7000
Phone: (928) 704-9465
Email: julie.huelsbeck@co.mohave.az.us

2. Company: Apache County Library
Contact: Judith Pepple, Director
Address: 245 W 1st Street
Saint Johns AZ 85936-2760
Phone: (928) 337-4923
Email: jpepple@co.apache.az.us

3. Company: Prescott Public Library / City of Prescott
Contact: Teresa Vonk
Address: 201 S Cortez Street
Prescott, AZ 86303-3938
Phone: (928) 777-1504
Email: teresa.vonk@cityofprescott.neet



QUESTIONNAIRE

Solicitation Number: P09-0023

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

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Fax: (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No _____.

If yes, please provide details and documentation of the certification.

Offerors are to indicate below any exceptions they have taken to the Specifications:

titles per month. We provide a monthly ipage® report that lists the titles placed on your account. This advance notice allows you to review and even alter your order, if needed.

Ingram Easy Reader Standing Order Program

Children read at different speeds and needs. Anticipate demand by ordering easy reader books by level with the new Ingram Easy Reader Standing Order Program. More than one hundred publishers, imprints and series are represented in the program ranging from tried and true favorites like Step Into Reading from Random House to new series stars like Reading Rainbow Readers from SeaStar. Each series is broken out by levels, so you can order the quantities you want of the level you need in the bindings you prefer. The *Further Developments* newsletter keeps you up-to-date on the latest Easy Reader information. A monthly report detailing standing orders placed on your account is available on ipage.

Ingram Inspirational Fiction Standing Order Program

Ingram's Inspiration Fiction Standing Order Program will help collection development librarians select books in this growing, unique genre. The program works like Ingram's Author Standing Order Program but only includes trade paper editions of best selling fiction and recommended authors. Some of the titles are also represented on the Author Standing Order Program, which mean you can also sign up for the hardcover, large print, or abridged audio edition of those popular authors. Just as with the Author Standing Order Program, a monthly report detailing standing orders placed on your account is available on ipage and updates to the Program are also announced on ipage.

High Fives (Mass Market Genre Sets) Standing Order Program

The High Fives Standing Order Program provides automatic ordering of popular genre fiction. High Fives gives you the top five new titles each month in the genres you select. For some genres, you may also choose to get the next five or 10 most popular titles. Genres available on this program are:

- General Fiction
- General Romance
- Science Fiction/Fantasy
- Historical Romance
- Horror
- Westerns
- Mystery

A degreed librarian with front-line public library Collection Development experience selects High Five titles. We'll send the ones we believe will have the highest demand, including reprints or originals. See the High Fives & Original Score page on ipage under the Collection Development tab for examples of past selections and frequently asked questions.

Original Score

Ingram's Original Score program provides an entire monthly collection of original paperbacks. Each month our Collection Development librarians select 20 original paperbacks, which are forecasted as having the highest demand. The assorted mix of titles includes one western, at least one science fiction or fantasy title, and the remaining titles will consist of general fiction, mysteries, and romances.

Ingram National Book Club Standing Order Program

The National Book Club Standing Order Program provides automatic ordering of selections for the Oprah Book Club®. There is no easier way to acquire these popular titles. Just choose your binding preferences, and we'll order the title for you as soon as the selection is announced.

Graphic Novels Standing Order Program – Youth and Adult

The Graphic Novel Standing Order Program provides automatic ordering of titles in this increasingly popular format. Our specialists have researched hundreds of graphic novel series to ensure your collection has titles appealing to a broad range of readers, ages 8 to adult. Ingram offers separate Graphic Novel Standing Order Programs for various levels of maturity.

Ingram Travel Standing Order Program

Are your patrons requesting the most current information on New England, Europe and the West Indies? Do they want to know about transportation, restaurants, culture and sights-to-see? If so, then be sure you have all the latest information they need - enroll in the Ingram Travel Standing Order program. This plan offers a flexible method of receiving our best selling travel titles as well as providing a broad selection of travel series—automatically. Let Ingram take the guesswork out of the publishing cycle. Our Travel Standing Order program is a module of our Continuations Program.

Continuations Program

Ingram's Continuations program currently offers thousands of titles, with additional titles in research that our Continuations team is working to bring into the Program. Our experienced, MLS degreed librarians select the titles. Titles added to our program are reported through our Collection Development newsletters. Our team of dedicated associates is willing to research all titles requested and will make every attempt to supply these titles. Should the identified titles be in print and available through normal wholesale channels, our Continuations Department will gladly add them to the Library's profile.



CONTRACT AMENDMENT

Materials Management Procurement
 9875 N 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

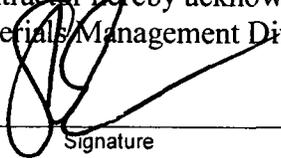
Solicitation No P09-0023E Page 1 of 2
 Description Library Materials and Processing Services
 Amendment No One (1) Date 11/24/09

Buyer: Terry Andersen

- A In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended **The new contract term is 02/01/10 to 01/31/11.**
- B Standard Terms and Conditions are amended to reflect the following changes Paragraph 3, Applicable Law, Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989 In addition, if this agreement pertains to construction, Contractor must also comply with A R S § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A R S § 34-302, as amended (Residence Requirements for Employees)

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.


 Signature

12/21/09
 Date

SHAWN EVERSON

 President
 Typed Name and Title

Ingram Library Services, Inc
 Company Name

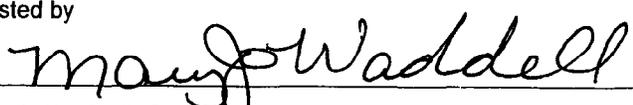
One Ingram Blvd
 Address

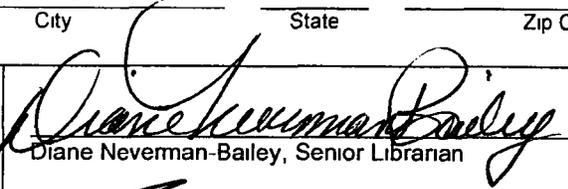
LaVergne
 City

TN
 State

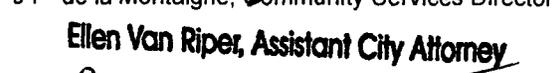
37086
 Zip Code

Attested by


 Mary Jo Waddell, City Clerk


 Diane Neverman-Bailey, Senior Librarian


 J P de la Montaigne, Community Services Director


 Ellen Van Riper, Assistant City Attorney



CC Number

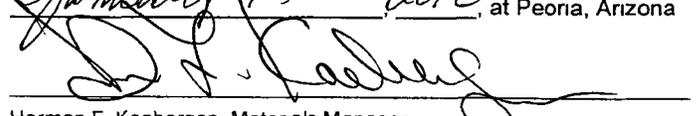
ACON00209A
 Contract Number

Official File

City Seal

Approved as to Form Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
 January 15 2010, at Peoria, Arizona


 Herman F Koebergen, Materials Manager

(Rev 02/01/08)



CONTRACT AMENDMENT

Solicitation No P09-0023E Page 2 of 2
Description Library Materials and Processing Services
Amendment No One (1) Date 11/24/09

**Materials Management
Procurement**
9875 N 85th Ave , 2nd Fl
Peoria, AZ 85345
Telephone (623) 773-7115
Fax (623) 773-7118
Buyer Terry Andersen

Under the provisions of A R S § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A R S § 23-214(A) (hereinafter, "Contractor Immigration Warranty")

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty Contractor agrees to assist the City in regard to any random verifications performed

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A R S §23-214(A)

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor Services include construction or maintenance of any structure, building or transportation facility or improvement to real property

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona

This contract is subject to the provisions of ARS §38-511, the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract

- 19. RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above
- 32. PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction



CONTRACT AMENDMENT

**Materials Management
Procurement**
 9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118
 Buyer: Terry Andersen

Solicitation No. P09-0023E Page 1 of 1
 Description: Library Materials and Processing Services
 Amendment No. Two (2) Date: 11/08/10

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 01/31/11.

THE NEW CONTRACT TERM:

Contract Term: 02/01/11 to 01/31/12

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	1/14/11	Shawn Everson, President	Ingram Library Services, Inc.
Signature	Date	Typed Name and Title	Company Name
One Ingram Blvd.		LaVergne	TN 37086
Address		City	State Zip Code

Attested By:

City Clerk



CC Number
 ACON00209B
 Contract Number

Director: J.P. de la Montaigne, Com Services Director

Department Rep: Ingrid Landon, Library Op Coordinator

Approved as to Form: Stephen M. Kemp, City Attorney
 Ellen Van Riper, Assistant City Attorney

The above referenced Contract Amendment is hereby Executed
 January 27 2011, at Peoria, Arizona

Herman F. Koebergen, Materials Manager

City Seal

Copyright 2003 City of Peoria, Arizona
 (Rev 01/05/09)

Official File

A CON 00209B



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No. P09-0023E Page 1 of 1
Description: Library Materials and Processing Services
Amendment No. Three (3) Date: 12/08/11

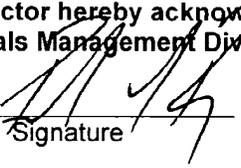
Buyer: Terry Andersen

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 01/31/12.

THE NEW CONTRACT TERM:

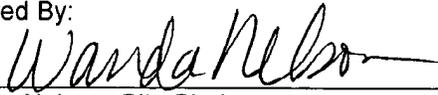
Contract Term: 02/01/12 to 01/31/13

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

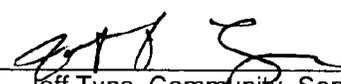
 Signature
January 17, 2012 Date
Richard L. Rosy, Vice President and General Mgr. Typed Name and Title
Shawn Everson, President - Ingram Library Services, Inc. Company Name

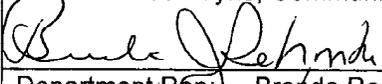
One Ingram Blvd. Address
LaVergne City
TN State
37086 Zip Code

Attested By:



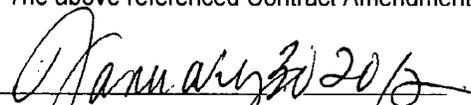
Wanda Nelson, City Clerk

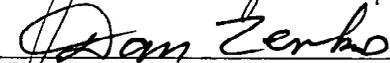

Director: Jeff Tyne, Community Services Director


Department Rep: Brenda Rehnke, Recreation Manager


Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

 at Peoria, Arizona


Dan Zenko, Materials Management Supervisor



City Seal

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(Rev 01/05/09)

Official File

CC Number
ACON00209C
Contract Number



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No. P09-0023E Page 1 of 1
Description: Library Materials and Processing Services
Amendment No. Four (4) Date: 12/13/12

Buyer: Terry Andersen

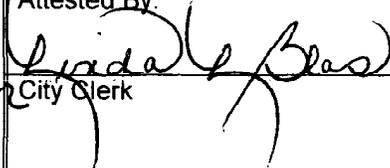
In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 01/31/13. **LAST YEAR OF CONTRACT**

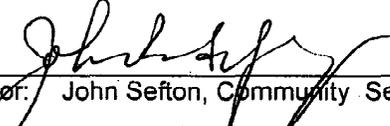
THE NEW CONTRACT TERM IS: 02/01/13 TO 01/31/14

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

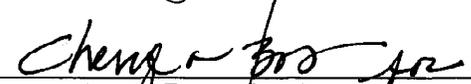
	1/17/2013	Daniel S. Sheehan Richard Ross , VP & General Mgr.	Ingram Library Services, Inc.	
Signature	Date	Typed Name and Title	Company Name	
One Ingram Blvd.		LaVergne	TN	37086
Address		City	State	Zip Code

Attested By:

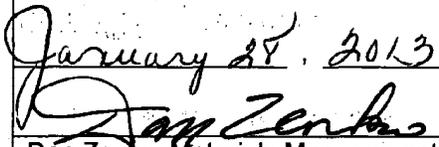

for City Clerk

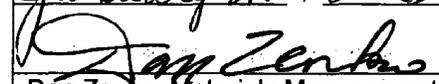

Director: John Sefton, Community Services Director

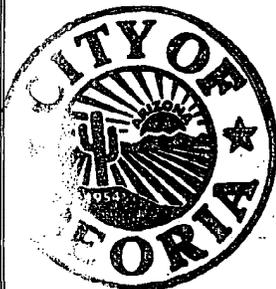

Department Rep: Brenda Rehnke, Recreation Manager


Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed


January 28, 2013 at Peoria, Arizona


Dan Zenko, Materials Management Supervisor



City Seal

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(Rev 01/05/09)

Official File

CC Number
ACON00209D
Contract Number

A CON 00209D