



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.

Craig Seeger
Signature

01/08/2009
Date

Craig Seeger, Director of Sales

Typed Name and Title

Book Wholesalers, Inc.

Company Name

1340 Ridgeview Drive

Address

McHenry

City

Illinois

State

60050

Zip

The above referenced Solicitation Amendment is hereby Executed

November 4, 2008

at Peoria, Arizona

Athena Bonner
Signature

Athena Bonner
Contract Officer

i. Understanding of the Scope of Work; including the plan and method of approach to accomplish the Scope of Work. (8 pages maximum)

1. BWI is compatible with the SIRSI system and is also compatible with the Polaris system for the City of Peoria's conversion in late 2009.
2. BWI understands that the city will be placing orders for new and continuation products. BWI is a full-service children's, young adult and adult book and audiovisual vendor whose sole purpose is to provide the highest quality products, value-added services, and personal assistance to public libraries. Unlike other companies, our only focus is public libraries, which means we are uniquely qualified to meet your proposal requirements.

We are pleased to be able to offer the Columbus Metropolitan Library quick and easy access to all the products your patrons want, including

- Children's, young adult, adult, and reference books in all available bindings from every possible publisher and imprint.
- A complete selection of graphic novel and anime titles.
- FollettBoundsm Platinum books, which are prebound according to strict standards and come with our unconditional binding guarantee.
- Any and all types of music from rap, rock, country, classical, reggae, hip-hop, and more.
- A wide range of DVDs featuring movies, TV series, children's videos, and more.
- Several different audiobook formats such as CDs, MP3-CDs, and Playaways[®].
- Video games and other types of software.

With BWI's standing order and notification plans you can rely on our team of experienced, professional collection development librarians to help you maintain a collection that fits the needs of your patrons while streamlining and enhancing your selection process. Each of our plans has a specific focus, which makes it easy to find the ones that are right for you. You may choose to have us send you an automatic shipment or a simple notification for each plan.

- **Children's & Young Adult Series** – You won't miss a single title in a wide range of series covering fiction, nonfiction, easy readers, chapter books, graphic novels, 8x8s, and DVDs.
- **Awards & Best Books Plan** – You choose the state or national awards you consider exceptional and BWI does the rest.
- **EliteStreet** – EliteStreet is the best way for your library to get best-selling authors' new hardcover books at the same time they arrive at bookstores.
- **Billboard** – Our A/V Specialists will send you the best-selling titles straight from the Billboard charts.
- **Music Artist Standing Order Plan** – Our Music Artist Standing Order Plan monitors the best-selling and award-winning artists from across the globe.
- **Travel Plan** – With our Travel Plan, you'll avoid the complexity of having to manually track your travel series. This plan includes all the top travel guide names

you expect and ensures that you have the most current and appropriate travel collection for your patrons.

- **Gale Plan** – When you enroll in our Gale Plan, you'll have a convenient way to acquire the high-quality Gale reference titles your patrons want.
- **Selection, Notification & Acquisition Plan (SNAP)** – If you're looking for one plan that lets you choose from a wide range of materials, then SNAP is the choice for you. SNAP includes titles from over 500 publishers and imprints, all the best-selling authors and illustrators, and those titles reviewed by the most important review sources.
- **StreetWise** – StreetWise is a twice-monthly notification program that alerts you to the hot new music and DVD releases and enables you to receive them by national release date.

3. BWI acknowledges that the city is a member of (OCLC). BWI can provide the Library with OCLC bibliographic records, through a combination of PromptCat MARC record delivery and a Third Party Vendor Agreement. The Third Party Vendor Agreement allows BWI to log into OCLC's database under the Library's login and password in order to search, edit and download records. In addition, BWI will add the Library's holdings to OCLC's WorldCat database, through a combination of PromptCat MARC record delivery and a Third Party Vendor Agreement.

4. As a BWI customer, you will enjoy unlimited access to our website, www.titletales.com, where you will find the professional level of collection development and acquisition support you require.

TitleTales is BWI's web-based electronic title database and features the largest selection of currently available children's, young adult and adult books and audiovisual titles found anywhere. TitleTales will allow the Library to create selection lists per unique parameters, place orders via the Internet, or import MARC information into your automation system to create order records. BWI provides our customers with access to our web site at no additional charge. You may access TitleTales through the BWI web site: www.titletales.com, 24 hours per day, 7 days per week. Although, registration is required in order to utilize TitleTales, we do not limit the number of passwords available to your Library. TitleTales features include:

- Per title grid allocation for multiple selectors, branches (or agencies) with fund and/or collection codes. This feature also allows one-click title allocation to user-defined agency groupings.
- Instant access to over 640,000 children and young adult titles.
- Instant access to over 40,000 graphic novel titles.
- Instant access to over 4,000,000 adult titles.
- Over 1000 Playaway titles.
- Instant access to over 1,000,000 audiovisual items in all formats including videos, DVDs, music and audiobooks.
- Simple and advanced collection development searches.
- Enhanced bibliographic information.
- Instant access to BWI's core bibliographies prepared by BWI's MLS degreed children's and young adult specialists, and adult specialists.
- Order and list management options.

- Unlimited list capacity, exceptional flexibility and de-duping ability.
- Advance (pre-pub) notice of upcoming titles.
- Electronic acquisitions with order history.
- FREE full text media reviews from AudioFile, Booklist, Kirkus, Horn Book, Library Journal, Video Librarian, School Library Journal, VOYA, Science Books and Films, Criticas, and Publishers Weekly.
- FREE brief MARC record download capability.
- Full MARC record download availability.
- Online access to Children's and Young Adult Standing Order Plans.
- Online access to Children's Video Standing Order Plan.
- Online management of juvenile plans (book and video) which includes the capability to add or delete series, update quantities, view and/or print Plan summaries and cost estimates, and budget management.
- Online access to advance notification for our collection development plans.
- Selection list(s) download capability.
- Share lists capability.
- Preview full-color book covers for over 583,000 titles.
- Preview full-color A/V covers for over 647,000 titles.
- Over 473,000 titles with OCLC MARC.
- Any media item in print that is available to a vendor is available for ordering.
- PACheck: the ability to check your OPAC to see if you already hold the title in your collection.

TitleTales is an interactive ordering system and can be used to search titles by any combination of the following criteria:

- Title
- Author/Artist
- Subject
- Series
- ISBN
- Vendor catalog number
- UPC
- Key Word
- Exact Title
- Illustrator
- Publisher/Vendor
- BWI's Core Bibliographies
- State Awards Lists
- Awards and Best Books Lists
- Special Topics
- Your Lists
- Interest Levels
- Date Published/Released
- Bindings/Format
- Number of Reviews
- Review Sources

- Review Dates
- Languages
- Classifications
- List Price
- Number of Pages
- Dewey Range
- Popular Song Title
- Classical Music Composer
- Classical Music Title
- Classical Music Form/Genre
- Classical Music Period
- Ability to include out-of-print titles

After creating a list on TitleTales, you can do the following:

- Edit your newly created list.
- Add primary and or secondary title specific notes.
- Copy lists to other subsidiary accounts throughout your library system.
- Send lists to TitleTales Users outside of your library system.
- Delete any list that you have created.
- Restore Deleted lists for up to 30 days.
- Merge several lists together into an existing list or into a newly created list.
- Create a “shared list” with due date capability.
- View list for printing.
- Choose your sort preference for printing (Title, Author, Dewey, Date Published, or Secondary Notes Field).
- Choose your viewing preference (with or without annotations and the option to include Agency/Fund information).
- Print List, which includes a summary of the total tiles ordered, total quantity ordered, total list price, total discount price, and your list notes.
- If using BWI Grid functionality, you can print lists including totals per agency, per fund code and overall totals.
- Send your list to the Order Cart.
- Update your user information (you can change your password, set the notes field to long or short columns, add a secondary notes field, change the number of titles to display per page, enable the branch data field, create a default agency ID, change your download type to Regular or Innovative formatted records which will create bib and order records if loaded into the Innovative Interfaces system (your library must have a compatible loader table), search for children’s, adult, or both categories, include or exclude audiovisual titles, etc.).
- Archive your list.
- Download your list as text.

After creating an order on TitleTales you can do the following:

- Send your order to the Order Cart.
- Empty the Order Cart.
- Check for duplicate titles.
- Submit your order.

- Request a Cost Estimate.
- View your order for printing.
- View your order history.
- Select a FREE brief MARC record with download capability, or save separately to a disk or as a separate file.
- Select a full MARC download with download availability or saved separately to a disk or as a separate file.
- Download customized MARC records.
- Review your MARC download history.
- Convert the order back into a list that can be saved for future reference.
- Choose your sort preference for printing a list (Title, Author, or Dewey).
- Choose the list format to include annotations or exclude annotations.
- Print List, which includes a summary of the total tiles ordered, total quantity ordered, and the total list price for the order.

BWI will provide the Library with any title that is currently available from the thousands of producers and publishers, BWI currently represents. If a librarian does not find a specific title on TitleTales, this title can be added to a list manually and BWI will provide that title to the Library, as long as it is available from the publisher/producer.

TitleTales provides the status of titles that are out of print, titles that are publisher out of stock, and titles that need to be ordered directly from the publisher. PACheck makes it possible to instantly cross-check your library's holdings on TitleTales. Now, when you're searching titles and creating lists on TitleTales, you don't have to keep bouncing back and forth between your library's holdings and our website to see whether you already own a particular item-you can simply use this quick and easy feature. Once activated, every listing in our system will have the familiar blue and white public library icon attached to it. Clicking on the icon will pop up a screen that instantly accesses your library's OPAC and provides information on whether you own that item already. This feature will save you time and money.

BWI has two basic levels of TitleTales accounts. There is the main account, which is the administrative account and a subsidiary account. The administrative account controls and limits the ordering capability. Both accounts will be identical and have the same searching and list creating ability. The administrative account also can view all of the subsidiary accounts lists. They can all be linked to cross reference duplicate titles, too.

All questions regarding TitleTales can be answered by our TitleTales Specialists who are available from 7:00 a.m. to 5:00 p.m. CST.

5. BWI offers a full range of completely customized processing options. We can easily handle the most complex specifications. BWI's cataloging and processing options may include but are not limited to the following:
 - Possession Stamping
 - Security tags for theft detection – RFID tags and programming
 - Call number labels
 - Bibliographic records from OCLC
 - Mylar jackets for hardback books with dust covers
 - Label protectors affixed over exposed spine labels not covered by mylar jackets
 - Barcoding

Request for Proposal No: P09-0023
Library Materials and Processing Services
City of Peoria, AZ
Due: November 20, 2008

- Genre Identification Labels
- Desktop delivery of MARC records – within 4-6 weeks of order, release, or publication
 - ✓ BWI does not charge for shipping.
 - ✓ At the present time, BWI does not have leasing options available to our customers.
 - ✓ BWI will maintain a cataloging error rate of less than 4% as per RFP specifications

BWI will provide Project Management Support. All of your projects will be handled by a team of experienced professionals dedicated to your library. This team consists of:

Leslie Steffes, Regional Account Manager – 800-888-4478 Ext. 6287
Kim Yencich, Customer Care Consultant – 800-888-4478 Ext. 6379
Cathy Sokley, Customer Specifications Coordinator – 800-888-4478 Ext. 6373
Emily Machula, Supervisor of Custom Cataloging – 800-888-4478 Ext. 6442
Deanna Spears, Manager of Collection Development – 800-888-4478 Ext. 6267

6. BWI will be glad to provide a spreadsheet with category definitions upon request and further clarification from the Library as to what categories are to be defined in above mentioned spreadsheet.

BWI's Response to RFP requirements ii – vi

ii. Firm/Staff Experience

BWI is located in McHenry Illinois. All of the work on this project will be done from this location. From Order Entry, Cataloging, Processing, all the way to shipping. BWI houses over 300 employees any of which may work on the project at any given time. The following is a list of Key personnel that will work on this project:

Pamela Smith, Senior Vice President, BWI and Follett Library Resources

Pamela has a Bachelor of Science and MBA in Business Administration from Brenan University in Georgia. Pamela Smith has over twenty-six years of experience servicing the library marketplace. She has held a variety of increasingly responsible positions including Senior Vice President and Chief Marketing Officer at Baker & Taylor, Inc. as well as Vice President and General Manager of Ingram Library Services. She has a proven track record for delivering results.

Todd Litzinger, Senior Vice President, BWI and Follett Library Resources

Todd earned a Bachelor of Arts from the Texas Christian University in 1990 with a History Major and a Minor in Political Science. Before Becoming Senior Vice President of BWI and Follett Library Resources, Todd was the President of Follett Educational Services – a position he held since October 1, 2005. In addition, Todd serves as a member of Follett Corporation's Board of Directors. Prior to becoming President of Follett Educational Services, Todd served as Vice President of Operations for Follett Library Resources and was responsible for the day-to-day order workflow for all FLR operations. During Todd's 14 years with Follett, he has held a series of increasingly responsible positions across the Follett enterprise and has always made a strong and positive contribution.

John Hayes, Vice President of National Sales

John Hayes has been involved in library sales with the Follett Corporation since 1981. After majoring in Business at the University of Michigan, he started with Follett Library Book Company as a sales representative in Michigan before moving to Virginia in 1984. There he covered several Mid-Atlantic States as an Account Manager and Regional Sales Manager. John has been BWI's National Sales Vice President since 1999.

Craig Seeger, Director of National Sales

Craig Seeger began his career working for BWI in 1998 after working as a Territory Manager for Trek Bicycle. Craig started as a Regional Account Manager serving libraries throughout the Northeast from New Jersey as far north as Maine and Upstate New York. Through the years, Craig has taken on more responsibility as the Eastern Sales Manager and then the Director of National Sales in early 2006. Craig attended DePauw University and later earned a Bachelor Degree of Science in Business Management with honors from Albertus Magnus College in New Haven.

Leslie Steffes, Regional Account Manager

Leslie holds a BS in Sociology, and an MLS. Prior to joining BWI, she held a number of positions at the Madison, Wisconsin Public Library and the Phoenix Public Library where she advanced to supervising the Bibliographic Services unit.

Rob Heiser, Executive Director of Warehouse Operations

Rob has a Bachelor of Science, Business Administration - Roosevelt University, 2000. Rob began his career with Follett Corporation in 1985 as an Order Filler for Follett Library Book Company (now Follett Library Resources). He was promoted to Freight Clerk soon after, followed by various assignments throughout the warehouse until his promotion to Supervisor in 1987. In 1991, he was promoted to Production Manager and in that role in 1997 served as the primary architect of the company's expanded state-of-the-art warehouse operation. As part of an executive development plan, he was promoted to the position of Director of Human Resources in 1998, a role he held until his promotion to his current position in 2001. In 2002, he oversaw the expansion of the company's warehouse operation, doubling the square-footage. Now in 2007, he is again overseeing an expansion and reconfiguration of what is now known as the Follett McHenry Distribution Center, a key element of which will be the assumption of distribution responsibilities for public library specialists Book Wholesalers, Inc. (BWI).

Heidi Brabaw, Senior Manager of Customer Service and Account Specifications

Heidi has earned her Bachelor's degree in Marketing Management, with a minor in International business. She also has earned an associate's degree in Advertising & Merchandising. Heidi has worked for the Follett Corporation for over 6 1/2 years. She has held various managerial positions within the FLR Customer Service Department during her tenure; Supervisor of Order Editing/Quality Assurance, Regional Supervisor, Rocky Mountain, International & Special Products Supervisor, and Customer Service Manager. She was recently promoted to Senior Manager, Customer Service & CAS for BWI and is extremely excited to work with the Public Libraries. She continuously demonstrates her desire to go above and beyond for our customers. Along with keeping her customers happy, Heidi has been instrumental in creating an internal Boosters Club to recognize the staff. She demonstrates all of the Follett Core Values; Teamwork, Integrity, Accountability, Customers, Innovation and Each and Every Associate.

Debbie Cross, Manager of Custom Cataloging

Debbie earned an Associate of Applied Science Business Mid-Management from Truckee Meadows Community College in Reno, NV. Debbie came to BWI in 2007 bringing thirty one years of experience with leading book wholesale companies in positions ranging from entering orders to managing a paperless warehouse. Managing Catalogers, Customer Service and Sales Support.

Deanna Spears, Manager of Collection Development

Deanna joined BWI as a Customer Care Consultant in 2001. Since then, she has held roles as Librarian Paraprofessional, Publications Coordinator and Children's Librarian. She became Manager of Collection Development in 2006 after receiving an MLS in Library Science from the University of Kentucky.

Sam Wohnrade, Supervisor of Customer Service and Account Specifications

Sam earned a BA from Western Illinois University in Political Science with a minor in Business. Sam joined BWI as a Customer Care Consultant. Prior to that, he worked as an intern for Illinois State Representative Jack Franks.

Kim Yencich, Customer Care Consultant

Kim's Follett Corporation experience began as an order editor for Follett Library Resources before I had the wonderful opportunity of becoming part of the BWI Customer Service team. Kim has a vast knowledge of BWI's products and services and an unending desire to please her customers.

Cathy Sokley, Customer Specifications Coordinator

Cathy had worked at a public library for nine years prior to joining BWI. She has a BA in Telecommunications from Indiana University. Working at BWI has given her the opportunity to combine her library knowledge with her customer service experience.

iii. **Work Plan and task schedule to accomplish the required Scope of work; including delivery time.**

Using the guidelines set forth by the City of Peoria, BWI's Collection Development team will create selection lists and provide them to the Library via our TitleTales website. After the City of Peoria chooses the items they wish to order, the list can be sent to BWI via TitleTales, or through the City of Peoria's own electronic ordering process. TitleTales is BWI's web-based electronic title database and features the largest selection of currently available children's, young adult and adult books and audiovisual titles found anywhere. TitleTales will allow the Library to

create selection lists per unique parameters, place orders via the Internet, or import MARC information into your automation system to create order records. After orders are placed, a small test order will then be sent to the City of Peoria ensuring all parties are in agreement as to the expectations of the cataloging and processing materials. Once the test order is approved orders will be cataloged, processed, packed and shipped. BWI's delivery time is as follows:

- Non Processed, Non Cataloged orders – 5-10 days after receipt of order.
- Processed only orders – 10-15 days after receipt of order.
- Processed and cataloged orders – 15-20 days after receipt of order.

iv. **Fee, to include price indicators by category, the discount offered off of the current publisher price list, and information on any exceptions to the discounts. Also, provide fees for customized cataloging and processing services and project management support.**

BWI's philosophy is to maintain competitive and consistent discounts. This philosophy often results in lower overall pricing from BWI – which means more materials for your collection. Our discounts are consistent by publisher and binding type. Our binding types are taken directly from publisher catalogs and are easy to understand.

BWI calculates discounts using the publisher/producer list price as a base. All list prices are provided to BWI by the appropriate publisher/producer.

Adult Books	Discount
Trade-Hardcover	40-42%
Paper/Mass Market	
\$10.00 and below	35%
\$10.01 to \$24.99	40%
\$25.00 and above	42%
Graphic Novels	0-42%
Text, Technical, Reference, Small Press	0-15%
University Press Trade	0-15%
Large Print Books-Hardcover	0-42%
Large Print Books-Paper	0-42%
Juvenile and Young Adult Books	
Trade-Hardcover	
\$24.99 and below	40%
\$25.00 and above	42%
Library Binding	15%
Reinforced Binding	20%
Paper/Mass Market	
\$10.00 and below	35%

\$10.01 to \$24.99	40%
\$25.00 and above	42%
Juvenile Book and Tape/CD Kits	25%
Board Books.....	35%
Novelty Books	15%
Big Books.....	15%

Audiovisual Materials

Audiobooks	
Cassettes-Abridged	25%
Cassettes-Unabridged	25%
Compact Discs-Abridged	25%
Compact Discs-Unabridged	25%
Playaways®	15%
Videos	
VHS Cassettes	25%
DVDs	25%
Music	
Compact Discs	25%

Other

eBooks.....	net
FollettBound sm Platinum books	net
Video Games.....	net

Additional Information

Small presses.....	*0-15%
Net discount	**0%

*Small presses, producers, and other short-discount items will be provided at 0-15% discount.

**On a consistent basis, less than ½ of 1% of items that BWI provides require a service fee. This fee is only applied when BWI is extended little or no discount from the publisher. Should the Library purchase items that require a service fee, these titles will incur a Special Acquisitions Cost of \$5.95 (1 copy), \$8.95 (2 copies), or \$10.95 (3 or more copies) per title. The Special Acquisition Cost will be determined on a case-by-case basis, when we receive the item(s) from the publisher.

World Language Discounts

Discounts for World Language publications available through normal domestic trade channels are the same as the normal discounts.

World Language publications published outside the United States and not available through normal domestic trade channels are priced at net.

Processing Pricing

BWI offers a wide variety of processing and cataloging services. Packages are available. The following pricing is given based upon the specifications stated in the RFP. The following prices are per item pricing.

Possession stamping (per each location)	\$0.15
Security tags 3M RFID tags and programming (customer supplied)	\$0.65
Call number labels	\$0.50
Bibliographic records from OCLC	\$3.50
Mylar jackets	\$0.30
Label protectors affixed over exposed spine labels	\$0.10
Barcoding (customer supplied)	\$0.25
Genre / Identification Labels	\$0.20

Cataloging Pricing

MARC Record Services

Type: Brief

Description: Used as an acquisitions placeholder in library's local system. Standard fields are: Control number, ISBN, Dewey, Author, Title, Publisher, Pub. Date. Additional fields can be added to improve acquisitions: 049 with source code, 09X ON Order, price in a specific place, 9XX tags for fund, collection, and location codes.

Pricing: no charge

Delivery: TitleTales download (NO CHARGE)

Type: Rapid Response - Books only

Description: Best available record at the time the library's order is shipped. No custom editing. Mix of full and brief records is available as part of this service but library must advise BWI of what they want (full only or mix) so that we may program accordingly.

Pricing: \$.25 per record

Delivery: TitleTales download (NO CHARGE)

Type: Rapid Response – Audiovisual Only

Description: Best available audiovisual records at the time your order is shipped. Includes audiobooks, music CD, DVD and VHS. Library can elect to include a mixed combination of BWI's Complete Full and Brief MARC records.

Pricing: \$.49 per record

Delivery: TitleTales download (NO CHARGE)

Type: Customized Full

Description: Record created according to library specifications overseen by professional MLS-degreed librarians. Conforms to accepted cataloging practices and always meets industry standards.

Pricing: Based on library specifications

Delivery: TitleTales download (NO CHARGE)

Delivery: FTP (NO CHARGE)

Delivery: email attachment Free

Delivery: Online access to customer OPAC, pricing varies

WorldCat Cataloging Partners & BWI Information

The OCLC PromptCat service and Cataloging Partners program have been combined and reborn as WorldCat Cataloging Partners. WorldCat Cataloging Partners has three levels of service.

Basic Service – Automated Copy Cataloging

- WorldCat Cataloging Partners delivers records that already exist in WorldCat, based on information provided about titles purchased from Book Wholesalers. In July, the match rate was 96.1 percent for BWI libraries, so for every 100 titles ordered, WorldCat Cataloging Partners delivered 96 records.
- This includes any automated functionality that you knew previously as PromptCat, such as adding barcodes and acquisitions data (invoice number, invoice date, price, etc.) to records. It also includes an electronic label file of spine and pocket labels.

100% Record Delivery

- The 100% record delivery option offers a guarantee of a record for every title, with an LC or Dewey call number and at least one subject heading for all non-fiction titles. The automated cataloging processes will identify titles that need more information, and the BWI catalogers will complete the records in WorldCat before they are delivered.
- For OCLC members, the 100% option is available to the library for an additional fee of 10% of their OCLC Cataloging Subscription price. It will be custom quoted for each library, and will be prorated to coincide with the OCLC Fiscal year (July-June).

Customized Record Delivery

- The customized record delivery option provides 100% record delivery and offers additional customized local editing that can't be done through automated processes. For OCLC members, the customized record delivery option is available to the library for an additional fee of 20% of their OCLC Cataloging Subscription price. It will be prorated to coincide with the OCLC Fiscal year (July-June).

Audiovisual MARC Records

- Brief unedited MARC record downloaded from TitleTales - (NO CHARGE)
- Unedited MARC record downloaded from TitleTales - \$.49 per title
- Full unedited container level MARC record - \$ 2.49 per title
- Full unedited MARC record - \$ 4.95 per title
- Full customized MARC record – from \$5.95 (depending on library specifications)
- Linking to 949 field - \$0.20 per item
- Delivery methods for Audiovisual MARC records: Electronic, FTP and email formats - (NO CHARGE)

Book MARC records

- Brief unedited MARC record downloaded from --- - (NO CHARGE)
- Unedited MARC record downloaded from TitleTales - \$.25 per title
- Full unedited MARC record - \$ 0.99 per title
- Full customized MARC record – from \$1.99 (depending on library specifications)
- Linking to 949 field - \$0.20 per item
- Delivery methods for MARC records: Electronic, FTP and email formats- - (NO CHARGE)

v. **Anticipated City involvement for successful completion of the required Scope of Work.**

The anticipated City involvement for successful completion of the required Scope of work is minimal.

vi. **References from Similar Projects completed within the last five (5) years.**

Please see page immediately following this page.

Public Library Specialists



A FOLLETT CORPORATION COMPANY

1340 Ridgeview Drive
McHenry, Illinois 60050

Phone: 800.888.4478
Fax: 800.888.6319

customerservice@bwibooks.com
www.bwibooks.com

Books & Audiovisual

November 11, 2008

City of Peoria
Materials Management
Athena Bonner, CPPB
8314 West Cinnabar
Peoria, Arizona 85345

Request for Proposal No: P09-0023 – Library Materials and Processing

Due: November 20, 2008 – 5:00 P.M. AZ Time

Dear Ms. Bonner:

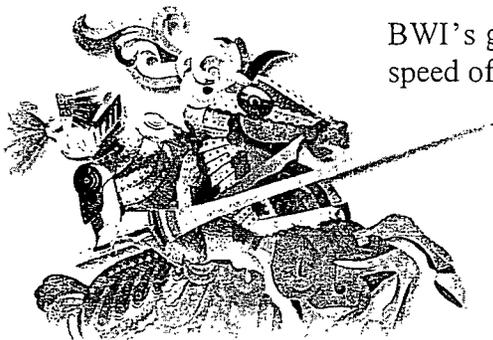
Book Wholesalers, Inc. (BWI) is pleased to provide the City of Peoria with this Request for Proposal for the one (1) year period starting on the first day of the month following the date of award. As you read through our proposal, we hope that you will keep in mind that unlike other companies, BWI's only focus is public libraries. This means that we are uniquely qualified to meet your requirements.

BWI's goal is to be your trusted partner in educating and entertaining the children, teens and adults of your community. We provide the highest quality books, audiovisual materials, value-added services, and personal assistance you need to make the Peoria Public Library the epicenter of your community.

We make it our mission to stay on top of industry trends, so you can always find all the latest books and audiovisual materials you need. When you order from BWI, you'll have the materials your patrons want before they even ask for them.

As a BWI customer, you'll enjoy unlimited access to our website, www.titletales.com, where you'll find the professional level of collection development and acquisition support you require. In addition, BWI offers a full range of value-added Legendary Library Services including collection development plans and assistance, project management support, focused bibliographies, online ordering, customized cataloging, individualized processing, and more.

BWI's goal is to exceed customer expectations for accuracy of service and speed of delivery. With over 20 years of experience in fulfilling the needs of



Champions of Service

Book Wholesalers, Inc. • A Follett Corporation Company

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City of Peoria, AZ
Due: November 20, 2008

public libraries throughout the United States, we are confident that we can perform to your satisfaction. At BWI our commitment to our customers is that we will supply you with the products you need when you need them and customize them the way you want them.

If you find that you require additional information or have any questions after reviewing our proposal, please contact your local BWI Regional Account Manager, Leslie Steffes, at 800.888.4478 ext. 6287.

Sincerely,



John Hayes
Vice President of Sales



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

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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.



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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.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0023

Materials Management Procurement

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

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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0023

**Materials Management
Procurement**
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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 subletting 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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0023

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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 "Aclaims 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,



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0023

**Materials Management
Procurement**
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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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0023

Materials Management
Procurement
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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:

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. 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:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. 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;



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0023

**Materials Management
Procurement**
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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

Solicitation Number: **P09-0023**

Materials Management Procurement

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

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

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

1. Company: Atlanta Fulton Public Library
Contact: Lucelia Flood-Partridge
Address: 1 Margaret Mitchell Square
Atlanta, GA 30303
Phone: 404-730-1812

2. Company: Cleveland Public Library
Contact: Roland Welsh
Address: 325 Superior Avenue
Cleveland, OH 44114
Phone: 216-623-2906

3. Company: Washington DC Public Library
Contact: Elissa Miller
Address: 901 6th Street Northwest
Washington, DC 20001
Phone: 202-727-3268



QUESTIONNAIRE

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

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

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



CONTRACT AMENDMENT

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

Solicitation No P09-0023D 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.

Book Wholesalers, Inc

Craig Seeger
Signature

12/18/09
Date

Craig Seeger, Director of Sales
Typed Name and Title

Aka BWI
Company Name

1340 Ridgeview Dr
Address

McHenry
City

IL
State

60050
Zip Code

Attested by

Mary Jo Waddell
Mary Jo Waddell, City Clerk

Diane Neuman-Bailey
Diane Neuman-Bailey, Senior Librarian

J.P. de la Montaigne
J.P. de la Montaigne, Community Services Director

Ellen Van Riper
Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed
Herman F Koebergen at Peoria, Arizona

Herman F Koebergen
Herman F Koebergen, Materials Manager



CC Number

ACON01909A
Contract Number

Official File

City Seal



CONTRACT AMENDMENT

Materials Management Procurement

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

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

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

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

Buyer: Terry Andersen

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.

	1/13/11	Jack Belford Exec. Director of Sales	Book Wholesalers, Inc. AKA BWI
Signature	Date	Typed Name and Title	Company Name
1340 Ridgeview Dr.		McHenry	IL 60050
Address		City	State Zip Code

Attested By:

Wanda Nelson

City Clerk

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

Department Rep: Ingrid Landon, Library Op Coordinator
 Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed

January 20 2010 at Peoria, Arizona

Herman F. Koebergen, Materials Manager



City Seal

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ACON01909B



CONTRACT AMENDMENT

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

Materials Management Procurement

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

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.

	1-10-12	Jack Belford Exec Director of Sales	Book Wholesalers, Inc. AKA BWI
Signature	Date	Typed Name and Title	Company Name
1340 Ridgeview Dr.		McHenry	IL 60050
Address		City	State 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



CC Number
 ACON01909C
 Contract Number

The above referenced Contract Amendment is hereby Executed

at Peoria, Arizona

Dan Zenko, Materials Management Supervisor

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A CON 01909C