



CONTRACT AMENDMENT

Materials Management Procurement

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

Buyer: Christine Finney

Solicitation No. P12-0016F Page 1 of 1

Description: Library Materials

Amendment No. Four (4) Date: 10/19/15

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 11/30/15. **LAST YEAR OF CONTRACT**

THE NEW CONTRACT TERM: **12/01/15 to 11/30/16**

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

Lisa Miosi
Signature

11/2/15
Date

Lisa Miosi
Director, Customer Care
Typed Name and Title

Brodart Co. By: Nubro Inc.
Company Name

500 Arch Street
Address

Williamsport
City

PA
State

17701
Zip Code

Attested By:

Rhonda Geriminsky
Rhonda Geriminsky, City Clerk

John R. Sefton, Jr.
Director: John R. Sefton, Jr., Community Services Director

DawnMarie Schmidt
Department Rep: DawnMarie Schmidt, Librarian II

CC Number

ACON61211D
Contract Number

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

The above referenced Contract Amendment is hereby Executed
Nov. 18, 2015, at Peoria, Arizona

Dan Zenko
Dan Zenko, Materials Manager



City Seal
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Official File

ACON61211D



CONTRACT AMENDMENT

Materials Management Procurement

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

Buyer: Christine Finney

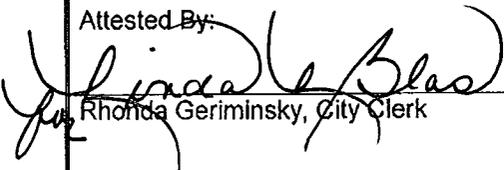
Solicitation No. P12-0016F Page 1 of 1
Description: Library Materials
Amendment No. Three (3) Date: 9/10/14

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 11/30/14.

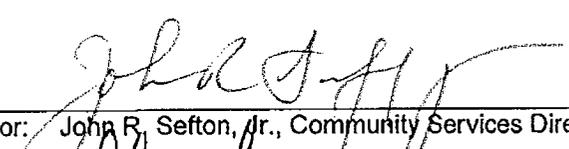
THE NEW CONTRACT TERM: 12/01/14 to 11/30/15

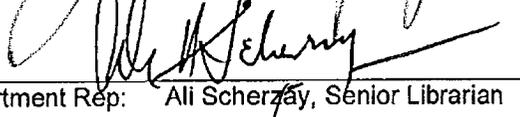
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	_____	Lisa Miosi Director, Customer Care	Brodart Co. By: Nubro Inc.	
Signature	Date	Typed Name and Title	Company Name	
500 Arch Street	_____	Williamsport	PA	17701
Address	_____	City	State	Zip Code

Attested By:


Rhonda Geriminsky, City Clerk

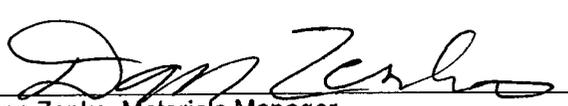

Director: John R. Sefton, Jr., Community Services Director


Department Rep: Ali Scherzay, Senior Librarian

CC Number
ACON61211C
Contract Number


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

The above referenced Contract Amendment is hereby Executed
October 2, 2014, at Peoria, Arizona


Dan Zenko, Materials Manager



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CONTRACT AMENDMENT

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

Solicitation No P12-0016F Page 1 of 1
 Description Library Materials
 Amendment No Two (2) Date 9/12/13

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 11/30/13

THE NEW CONTRACT TERM **12/01/13 to 11/30/14**

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

<i>Lisa Miosi</i> Signature	<i>10/2/13</i> Date	<i>Lisa Miosi</i> Director, Customer Care <i>Emily Anne Schulte</i> Marketing Manager Typed Name and Title	Brodart Co By Nubro Inc Company Name
500 Arch Street Address	Williamsport City	PA State	17701 Zip Code

Attested By
Rhonda Geriminsky
 Rhonda Geriminsky, City Clerk

John R. Sefton, Jr
 Director John R. Sefton, Jr Community Services Director
Ali Scherzay
 Department Rep Ali Scherzay, Senior Librarian



CC Number
 ACON61211B
 Contract Number

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

The above referenced Contract Amendment is hereby Executed
Oct 16 . *2013* , at Peoria, Arizona

Dan Zenko
 Dan Zenko, Materials Manager

ACON61211B



CONTRACT AMENDMENT

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

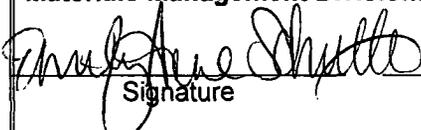
Solicitation No. P12-0016F Page 1 of 1
 Description: Library Materials
 Amendment No. One (1) Date: 8/22/12

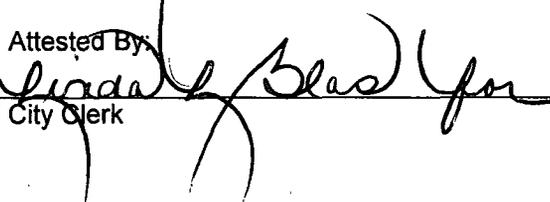
In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 11/30/12.

THE NEW CONTRACT TERM:

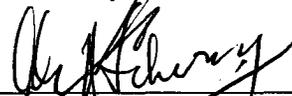
Contract Term: 12/01/12 to 11/30/13

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

 Signature	8/31/12 Date	Emily-Anne Schulte, Marketing Manager Typed Name and Title	Brodart Co. By: Nubro Inc. Company Name
500 Arch Street Address	Williamsport City	PA State	17701 Zip Code

Attested By: 
City Clerk


Director: John Sefton, Community Services Director


Department Rep: Ali Scherzay, Senior Librarian


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



CC Number
 ACON61211A
 Contract Number

The above referenced Contract Amendment is hereby Executed
 Sept 26, 2012, at Peoria, Arizona


Dan Zenko, Materials Management Supervisor

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ORIGINAL



City of Peoria, Arizona Notice of Request for Proposal



Request for Proposal No: **P12-0016F** Proposal Due Date: **October 26, 2011**
 Materials and/or Services: **Library Materials** Proposal Time: **5:00 P.M. AZ Time**
 Contact: **Christine Finney**
 Mailing Address: **City of Peoria, Materials Management** Phone: **(623) 773-7115**
9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345

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

OFFER

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

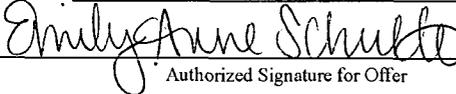
For clarification of this offer contact:

Telephone: 800.233.8467 Fax: 570.651.1639

Name: Tara Miller

Email: bookbids@brodart.com

Brodart Co. By: Nubro Inc., General Partner


Authorized Signature for Offer

Company Name

Printed Name

500 Arch Street

Emily-Anne Schulte

Address

Printed Name

Williamsport PA 17701

Marketing Manager

City

State

Zip Code

Title

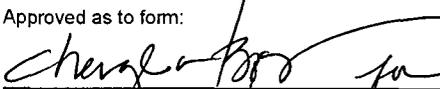
ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

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

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

Attested by: Wanda Nelson
Wanda Nelson, City Clerk

City of Peoria, Arizona. Effective Date: 11-23-11

Approved as to form:

Stephen M. Kemp, City Attorney



CC: _____

Contract Number:
A10461211

Contract Awarded Date November 22, 2011


Dan Zenko, Materials Management Supervisor

Official File: _____



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management

Procurement

9875 N. 85th Ave., 2nd Fl.
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 within 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**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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 11246.
 - 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 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.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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.
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. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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Peoria, Arizona 85345-6560
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Fax: (623) 773-7118

option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to 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 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:



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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- 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.

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.



STANDARD TERMS AND CONDITIONS

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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.
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.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



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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 Materials**.
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 use of all City of Peoria departments, agencies and boards.
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. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
10. **Proposal Format & Submittal Requirements:** See **Pages 17-18** for Proposal Format and Submittal Requirements for this solicitation.
11. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror 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. Vendor's capabilities, products, and City's requirements
 - b. Discount Percentage
 - c. Compliance to or deviations from scope of work specifications
 - d. Vendor References
 - e. Conformance to Request for Proposals.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.



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12. **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.
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. **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.
15. **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.
16. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
17. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the engineering field.
18. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
19. **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.
20. **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.
21. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, 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.
22. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. 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.
23. **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



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- 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, 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.

24. **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.
25. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
26. **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.
27. **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



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out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required 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.

28. **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.
29. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
 - Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
 - Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - Ensure that offices and workspaces containing customer information are secure.
 - Ensure that computer virus protection is up to date.
30. **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 deliver 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.
31. **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.
32. **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.



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33. **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;
- 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. Any combination of the above or any other remedies as provided by law.

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

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

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



SCOPE OF WORK

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Scope of Work City of Peoria Library Materials

The City of Peoria desires to contract with a qualified and experienced vendor or vendors to provide quality printed and nonprint library materials. Services are sought for the Peoria Main Library and the Sunrise Mountain Branch Library.

Offerors should respond to as many areas in the scope of work as possible. If a vendor doesn't provide a particular product line, please "deviate" or "no bid" that item. The City of Peoria will consider all offers. However, vendors with the ability to supply multiple product lines are preferred. Offerors shall indicate pricing as a percent discount off List Price.

The scope of work and minimum specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable manufacturers, processes, materials and/or brands. They are not intended to be exclusive or restrictive.

For Fiscal Year 2012, Peoria Public Library budgeted \$280,379.00 for Library Materials and plans to spend 100% of it. This information is provided as an aid to vendors in preparing proposals only. It is not to be considered a guarantee of volume under this RFP. The successful offeror(s)' discount and pricing schedule shall apply regardless of the volume of business under contract. The City of Peoria does not guarantee any quantity of orders.

1. Requirements:

- a. All books must be new and unmarked
- b. Periodicals, including but not limited to magazines, journals and foreign imprints are excluded from this solicitation.
- c. Contractor must guarantee complete satisfaction with materials delivered under the contract. Contract vendor shall accept return, shipping prepaid by contract vendor, of any material found to be unacceptable.
- d. Contract vendor shall provide a broad range of library books and media that will support the educational and library programs of the City of Peoria.
- e. Special Promotions available to Contractor's other clients shall also be extended to the City of Peoria.
- f. Contract vendor shall maintain a reasonable stock on hand of the books and media offered in order to ensure quick delivery.
- g. Contract vendor shall maintain a catalog or listing of materials. Catalog or listing shall include title, edition, ISBN, price, and other information pertinent to ordering library books and media.
- h. Contract vendor shall deliver materials promptly. The City of Peoria prefers that materials be delivered from stock. ***Backorders will be permitted only upon approval from the member.***



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- i. Rush delivery may be offered. "Rush" is defined as "overnight" (24-hour) delivery. Any additional charge for rush delivery shall be indicated in the offeror's proposal.
- j. Contract vendor shall maintain an error rate of two percent (2%) or less in filling orders, following a sixty (60) day familiarity period.
- k. Libraries in the State of Arizona are exempt from Arizona Transaction Privilege Tax (State Sales Tax) and Arizona use Tax on the purchase of books, electronic information and audio/visual materials. Arizona contract vendors may only charge an applicable local transaction privilege tax (city sales tax).
- l. Multiple contracts may be awarded. The City of Peoria has the right to choose the contractor that best meets their requirements for any purchase.
- m. Leasing may be included in this request for proposal.

2. Scope of Work and Specifications

Offerors will respond to each numbered item by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Details for deviations will be listed by item number and attached to the proposal.

	Requirement	Comply	Deviate*
2.1	General Requirements		
2.1.01	The minimum single order requirement shall be one book or one unit.	X	
2.1.02	Contract vendor shall provide small single copy orders, upon request.	X	
2.1.03	Contract vendor shall provide large quantities of single titles and/or multiple titles, when requested.	X	
2.1.04	Contract vendor shall repair or replace with no obligation to the Library, any item with a defect that occurs during the warranty period, except where it is shown that the defect was caused by misuse and not by faulty manufacture.	X	
2.1.05	Individual videos, CDs and DVDs that become damaged and/or are defective in the first twelve (12) months after receipt date shall be replaced free of charge to the Library.		No Bid
2.1.06	Substitutions and/or additions of titles or editions to orders shall not be permitted without written authorization from the ordering library staff. All unauthorized substitutions and/or additions will be returned to the contract vendor at contract vendor's expense.	X	
2.1.07	To aid in payment processing, invoices shall include, but are not limited to the following information: "Bill to" name and address, "Ship to" name and address, City of Peoria purchase order number, title/author, quantity, list price, % of discount, discounted cost and total cost for quantity purchased.	X	



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Requirement		Comply	Deviate*
2.2	Ordering		
2.2.01	Within 60 days after contract commences, each contract vendor shall strive to maintain an average fill rate of 95 percent within 30 days from date of order for current U.S. imprint items. Line items that are reordered, back-ordered, or partially filled are not considered filled.	X	
2.2.02	Orders not filled and partials shall be reported to the ordering library member. Wherever possible, the contract vendor shall inform library staff of the availability date of non-filled and partial orders within 30 days after receipt of order. Failure to maintain acceptable fill rates for library materials may result in the contract cancellation.	X	
2.2.03	It is preferred that the electronic ordering system shall allow library staff to enter orders and shall have full order inquiry capabilities.	X	
2.2.04	It is preferred the contract vendor shall provide order system software and training guides/manuals at no additional cost to all library staff members choosing to place orders electronically, if applicable. Samples of software and training guide/manuals may be required at no cost.	X	
2.2.05	It is preferred the contract vendor provide a toll-free telephone support and assistance at no extra charge to all library staff members interested in ordering electronically.	X	
2.2.06	Contract vendors are encouraged to provide web-based information on their products, services, marketing information, electronic ordering, etc.	X	
2.3	Shipping		
2.3.01	Library Staff shall have the option to indicate whether partial orders are to be shipped as available or held for completion. Unless the staff member authorizes partial shipments, contract vendor shall furnish the total number of copies of any individual title in one shipment and fill orders for multi-volume sets in one shipment.	X	
2.3.02	Contract vendor shall advise ordering member by email any product not in stock, and/or any product out of print. (It is preferred, when reporting products temporarily out of stock, contract vendor shall, if possible advise the library of the anticipated delivery date.)	X	
2.3.03	Contract vendor cancellation of orders in part or whole for materials not available, out of stock, out of print, and/or not yet published will be made by means of appropriate notations and adjustments on orders returned to the library. Contract vendors will make no shipments of cancelled materials except on the basis of a new order from the Library	X	



SCOPE OF WORK

Solicitation Number: **P12-0016**

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

	Requirement		Comply	Deviate*
2.3.04	Contract vendor shall check all shipments for accuracy and completeness, and shall maintain a minimum 98% rate for accuracy (i.e. books shipped represent the order received) and completeness (i.e. books appearing on the packing slip are shipped) throughout the life of the contract.		X	
2.3.05	A statement must be provided with the first shipment and shall include a listing of unavailable products, out of print titles, titles out of stock indefinitely, titles out of stock temporarily, and titles not to be supplied for other reasons. This information may be included on the packing slip or invoice.			X **See Attached
2.4	Bindings			
2.4.01	Bindings shall meet or exceed requirements established by the American Library Association (ALA) and Library Binding Institute (LBI), where applicable.		X	
2.4.02	Cloth bindings for hardcover publications shall be the publisher's standard binding.		X	
2.4.03	Library bindings for hardcover publications shall be reinforced and include reinforced juvenile publications.		X	
2.5	Other			
2.5.01	Other printed and nonprinted library materials requested but not limited to: DVDs, VHS, audio books, dictionaries, thesauri, teacher resource guides, maps, educational wall charts, and quizzes for reading programs.			No Bid

* Deviations must be listed and attached to the proposal

**Deviations have been included on the exceptions page (20 of 22) as requested.



SUBMITTAL REQUIREMENTS

Solicitation Number: **P12-0016**

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

I. Proposal Format: 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. 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 office(s) which will be performing the work.

II. Proposal Content:

- a. Proposal Content - the following items shall be addressed in the proposal submission.
 - i. Firm Capabilities in providing services and products requested.
 - ii. Indication of compliance or deviation to the Scope of Work Specifications
 - iii. Offered discount percentage
 - iv. Inventory and speed of delivery
 - v. References from Similar Services completed within the last five (5) years.

III. 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 advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- a. Vendor's capabilities, products, and City's requirements
- b. Discount Percentage
- c. Compliance to or deviations from scope of work specifications
- d. Vendor References
- e. Conformance to Request for Proposals.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

IV. Proposal Due Date and Contact Information:

Proposals are due no later than 5:00 P.M. on October 26, 2011.

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

City of Peoria
Materials Management
9875 N. 85th Avenue, 2nd Floor
Peoria, Arizona 85345



QUESTIONNAIRE

Solicitation Number: **P12-0016**

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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

1. Company: Glendale Public Library

Contact: Tami Miller Phone: 623.930.3587

Address: 5959 W. Brown Street, Glendale, AZ 85302

Description of Work: Brodart provides Glendale Public Library library books and services

Annual Value: Approximately \$100,000/year

2. Company: Maricopa County Library District

Contact: Cindy Kolaczynski Phone: 602.652.3000

Address: 2700 North Central Avenue, Suite 700, Phoenix, AZ 85004

Description of Work: Brodart provides Maricopa County Library District library books and services

Annual Value: Approximately \$300,000/year

3. Company: Shasta Public Libraries

Contact: Elizabeth Kelley, Redding Library Phone: 530.245.7258

Address: 1100 Parkview Avenue, Redding, CA 96001

Description of Work: Brodart provides Shasta Public Libraries library books and services

Annual Value: Approximately \$200,000/year



QUESTIONNAIRE

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Offerors are to indicate below any exceptions they have taken to the Terms, Conditions, or Scope of Work:

2.3.05

Brodart packing slips and invoices can be included in every shipment; however, statements with order status cannot be included. These types of statements should not be necessary in shipments due to the status information available from Brodart, which can be provided as frequently as needed. Status provided in shipments would also become outdated very quickly. The most current information available can be supplied via Bibzll.com or e-mail.

The Order History tab in Bibzll.com allows the library to access not only orders that have been ordered through Bibzll, but also orders submitted in all other ordering methods. A summary is provided indicating current status (entered, booked, closed). Orders may be searched and sorted to provide quick reference of specific details. Each order can be opened to show title level detail with current status information such as shipped, in process, back ordered, cancelled, etc. This can be used in place of or in conjunction with confirmation, status and cancellation reports.

If preferred, the library can receive order status via Brodart's On-Order Title Status Report. This report will identify, by account number, the status of all titles on order. This report is available weekly, monthly, or upon request in paper or electronic format (via e-mail or FTP).



QUESTIONNAIRE

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Phone: (623) 773-7115

Fax: (623) 773-7118

City of Peoria Business License: Vendors will be required to obtain a City of Peoria Business License at the time of contract award.

Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the **City of Peoria Sales Tax & License Division** at (623) 773-7160 or via email at salestax@peoriaAZ.gov.

If you already have a City of Peoria business license, attach a copy to your proposal.



QUESTIONNAIRE

Solicitation Number: **P12-0016**

**Materials Management
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Phone: (623) 773-7115
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Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No _____.

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

This Proposal has been Especially Prepared for:

*City of Peoria
Peoria, Arizona*

ORIGINAL

Request for Proposal P12-0016, Library Materials



October 18, 2011

City of Peoria
Materials Management
9875 N. 85th Avenue, 2nd Floor
Peoria, AZ 85345

RE: Request for Proposal P12-0016, Library Materials
DUE: October 26, 2011 @ 5:00 p.m.

Dear Sir or Madam:

Brodart is pleased to provide this document in response to the City of Peoria's invitation to bid for library materials for the period of one year, with a possible renewal period of up to four years. We have studied your request for proposal and have a full understanding of your requirements. Our response outlines our ability to meet the needs of the Peoria Public Library System. Please see Attachment A for a description of the products and services Brodart offers. We are confident that, if awarded this contract, we can meet your print material needs and help you achieve your library's goals.

Brodart is the premier supplier of circulation-ready materials to libraries. A full-service library company since 1939, we deliver carefully selected, cataloged, and processed titles. Today, Brodart offers state-of-the-art online tools, bibliographic services, and consulting exclusively to libraries. Our customers select from over four million items. Our distribution facility manages over 265 thousand titles and five million volumes annually, and deals with more than 80 thousand publishers. Brodart's inventory and purchasing profiles are based on the library market. We do not supply books to the retail market. Additionally, Brodart's single inventory location in Williamsport, Pa. enables us to fill orders quickly and efficiently. Our first pick percentage and total order fulfillment are among the highest in the industry.

For questions about our products and services, please contact your Brodart Sales Representative, Kris Anderson, by calling 800.233.8467, ext. 6379 or e-mailing Kris.anderson@brodart.com. Questions related to our bid response or notification of award should be directed to Tara Miller at 800.233.8467, ext. 6233 or bookbids@brodart.com.

Brodart's partnerships with libraries are built on experience, trust, and communication. We appreciate this opportunity to submit our proposal for your consideration and request an official tabulation of competitive bidding.

Sincerely,

Emily-Anne Schulte
Marketing Manager

EAS/tlm

Enclosures

cc: Kris Anderson, Sales Representative

Brodart Co., Books & Automation

500 Arch Street, Williamsport, PA 17701
Phone: 800.474.9816 • Fax: 800.999.6799
support@brodart.com • www.books.brodart.com

i. Firm Capabilities

Brodart prides itself on providing innovative solutions to the library marketplace. Since 1939 libraries have been able to turn to Brodart for everything from shelf-ready books to electronic ordering systems, high quality furniture, and supplies. From humble beginnings, Brodart has grown to become an international company, serving libraries from the Northwest Territories to the Pacific Rim, with facilities in the United States and Canada. Brodart truly has evolved into a full-service library supply company.

Brodart is a customer-centric company that employs state-of-the-art technology to engineer the technological platform used to support the library community, both in online ordering tools and interfacing with integrated library systems. Brodart utilizes enterprise-class business applications such as Oracle E-Business suite integrated with fully redundant and scalable clustered database systems. Brodart has invested in state-of-the-art Intrusion Prevention (IPS) and Security Information Management Systems (SIMS) as well as developed a comprehensive and aggressive network security policy framework.

While one of the world's largest suppliers of books to libraries, we also offer the library marketplace a wide range of products and services. Our core services include customized cataloging, specialty physical processing, collection development tools, electronic ordering and book fulfillment. A true library services company, Brodart's primary business focus is libraries, serving schools, public systems, universities, and the federal government. We do not supply books and materials to the retail market.

Since 1987, Brodart has provided many public libraries with specialized Collection Development Services for both ongoing and opening day collection needs. Many of our Collection Development Services such as: TIPS[®] (profiled selection lists), FASTips[®] (standing orders), Collection Builder[®] (customized selection lists) and vendor selection services are industry leaders.

Our online collection development and ordering tool, BibzII.com, is available to all customers. BibzII.com was designed by librarians for librarians and offers flexibility in searching, selection, list building and ordering.

We offer a number of methods for submitting orders (phone, fax, e-mail, electronically, etc.) and provide various reports for tracking the status of orders. Our system of interfaces seamlessly connects with all major integrated library systems, including Polaris, for all your collection development, acquisitions, cataloging and item record requirements. Our policy is to catalog, process and ship books immediately upon receipt from the publisher. Our delivery, backorder, and cancellation schedules can be customized to accommodate each library's specifications.

Once you select your titles, we can catalog and process your materials to reflect your detailed specifications. Brodart specializes in serving all of your cataloging and processing needs from the basics to the most complex customized specifications. Our cataloging options can range from automated machine-readable cataloging records, to Compleat Book-Serv[®], our shelf-ready cataloging service.

Our unrivaled customer care sets Brodart apart from other vendors. We offer a dedicated team of customer care associates, account managers, project managers, information technology, collection development, cataloging and acquisitions specialists, all who provide top-quality customer support. They are experts in their fields and in serving large and small public libraries across the country. Brodart's long and successful history has built countless partnerships with libraries and enabled us to provide the most experienced workforce in the industry.

ii. Indication of Compliance or Deviation to the Scope of Work Specifications

1. Requirements

- a. All books provided by Brodart will be new and unmarked.
- b. Brodart understands that periodicals, including but not limited to magazines, journals and foreign imprints are excluded from this solicitation.
- c. Brodart guarantees complete satisfaction with materials delivered under the contract. Any item received damaged, defective, or not as ordered (wrong title supplied, short shipment, etc.) will be replaced at Brodart's expense or a credit will be issued. All vendor errors will be handled in this manner. Requests to return items for any other reason will be handled on an individual basis. While we make every attempt to satisfy our customers regarding defective items, we ask that items showing normal wear and tear not be returned. Authorization from your Customer Care Associate is necessary prior to returning any item(s).
- d. Brodart provides a comprehensive range of library books to meet Peoria Public Library System's needs. Our inventory includes new releases and retrospective titles for adult and children, research and technical materials, large print and small press titles. Because we have all our resources centralized in one location we can efficiently and effectively process, fill and ship orders. Our state-of-the-art fulfillment system ensures rapid turnaround time for all back-ordered titles.
- e. Any special promotions available to all Brodart customers will also be extended to the City of Peoria.
- f. Our Williamsport, Pennsylvania facilities annually manage over 265 thousand titles representing in excess of five million volumes. Meeting the ever expanding needs of the 21st century library is a challenge we take very seriously. As a result, we have established, and continue to develop, business relationships with more than 80 thousand publishers, including small and academic presses. To meet the diverse needs of today's multicultural society we currently offer approximately 85 thousand Spanish-language titles from more than 11 hundred publishers, both domestic and off-shore.
- g. Brodart provides print and electronic catalogs as well as other online lists. *Insight* is a monthly publication that can be mailed in paper copy, accessed through an e-mail link, or found in the Special Lists—Public Library section of BibzII.com, Brodart's website for collection development and ordering. *Insight* contains new and forthcoming titles for children, teen and adults in all subject areas. Most titles have annotations and cover images as well as the basic bibliographic data.

BibzII.com includes an unlimited number of users and full text reviews from all the standard library review media. The database contains approximately four million records for English and Spanish language print and audio titles. Each record has not only the basic ordering information (author, title, publisher, ISBN, format, publication date, publication and stock status, and price) but also descriptive and evaluative information including cover image, series statement, classification, subject headings, physical description, Brodart's demand level (sales to public libraries), awards and bibliographies, and full text reviews from the journals listed below. The title field includes title, subtitle, volume or edition statement, and, for Spanish, parallel title. Complete details on BibzII.com have been provided in Attachment A.

- h. Items are stocked according to library needs. In the case that an item is not in Brodart's inventory, it can be identified when utilizing BibzII.com[®], our online collection development and ordering tool. This material will be ordered immediately from the appropriate publisher and will receive the same discounts and pricing as in-stock material. Our order fulfillment system places orders with all publishers on a daily basis via FTP or fax. In order to provide the fastest possible service to our libraries, we do not require minimum order quantities and we do not accumulate customer orders to meet a minimum order quantity. This policy allows us to fill 85% of all customer backorders in 3 weeks, with overall fill rates of greater than 95% of available titles.

We suggest that customers allow their orders to remain open for a period of 60-90 days to facilitate receipt of backordered items. Any items not received from the publisher during this time period will be cancelled and reported on cancellation notices.

Brodart understands that the City of Peoria prefers that materials be delivered from stock and that backorders will be permitted only upon approval. Brodart's delivery, backorder, and cancellation schedules are very flexible and can be customized to accommodate your library's specifications.

i. Brodart will provide rush shipping for urgently needed items at the library's expense. We would establish a separate account for these rush materials, which would take priority over all other accounts. No more than 20% of an account's orders can be entered as "rush orders".

j. Brodart will maintain an error rate of 2% or less in filling orders.

k. Brodart understands that libraries in the State of Arizona are exempt from Arizona Transaction Privilege Tax and Arizona Use Tax on the purchase of books, electronic information and audio/visual materials.

l. Brodart understands that multiple contracts will be awarded and that the City of Peoria has the right to choose the contractor that best meets their requirements for any purchase.

m. The following is information on our McNaughton Subscription Services:

MCNAUGHTON LEASE BOOK PLAN

It is our understanding the library wishes to subscribe to a lease program which provides the most popular books, shelf ready, at the time of peak demand. The service is maintained by the monthly addition of new books, and the periodic return or purchase of leased books.

The titles offered through McNaughton subscriptions are popular, high-demand, titles for recreational reading or entertainment. We offer the best new nonfiction, fiction, and genre fiction available. McNaughton provides lease plans for a variety of formats including books, movies on DVD and audio books. We also have purchase plans for audio books, DVD, Spanish language books, paperbacks, and children's hardback materials. Outlined below are the terms and conditions for **McNaughton's Adult Lease Book Plans**. Details and pricing for additional plans are available upon request.

SELECTIONS AND ORDERING

Core Collection

McNaughton provides a free core collection to establish the initial leased inventory for a new subscription. Our Core Collection List offers recent, popular, and best-selling titles. You have the option of selecting and maintaining an inventory double the standard size usually allowed by McNaughton.

There is no penalty for circulating a larger allowable inventory than that specified by your plan size. Libraries are welcome to circulate leased inventory for as long as they like.

Annotations and Selection Lists

McNaughton's selection committee has earned the reputation of providing the very best pre-publication selections and title/author information. The annotations are verified each month with the publisher in order to provide you with the most accurate and complete information available.

Our monthly adult book catalog is the most comprehensive in the lease plan industry. Each month we feature over 300 selections to choose from:

- 100-140 Adult selections. (annotated)
- 80 Young adult titles, including High Interest/Low Reading Level selections. (annotated)
- 25-30 Large print titles. (annotated)

- 20-25 First time novels. (annotated)
- 5-6 Spanish language titles. (annotated)
- 5-6 Graphic novels. (annotated)
- 35 Current best-selling adult titles. (line listing)
- 20-25 Best-selling young adult titles. (line listing)
- 10 Top selling young reader's book series. (line listing)

Our catalogs contain the information you need to make your selections with confidence. We cite BOMC Main, BOMC Alt., Literary Guild Main and Alternate, Crime Club, print run indicators, major advertising, author tour, major motion picture/TV tie-in, paperback rights, serialization in major publications, graphic violence or sexual references, 4-letter expletives, and author's previous works. This information is most useful when selecting titles prepublication to determine popularity and patron demand.

In addition to our adult selections, we offer a wide variety of young adult pre-publication titles each month for any subscriber to choose from.

First Edition Paperbacks

Since many more popular titles are now being published first in paperback rather than hardcover, McNaughton is the only service to prebind first edition paperbacks into hardcovers so that subscribers can meet their patron demands for this material through our lease plan.

Fast and Convenient Ordering Options

Online Ordering - www.Bibz2.com

Review, select, and order any McNaughton title online. BibzII.com gives you 24/7 access, free downloadable MARC records, and quick access to annotations and cover images.

Telephone - With toll-free ordering you receive instant title confirmation and 48-hr shipping (available for McNaughton material receiving standard cataloging and processing) provides the fastest possible response to your requests.

Mail/Fax - Our monthly selection catalog provides convenient perforated order pages for those who prefer mailing or faxing their orders.

Special Request Titles - Order any trade book in print via telephone, mail or fax.

PROGRAM FEATURES

Allowance

Allowance accrual is based on your invoice interval. For example, if your subscription is set-up for an annual invoice interval you will receive your entire annual allowance amount when your annual invoice is produced. If your subscription is set-up for a monthly invoice interval, you will receive your monthly allowance amount each month when your invoice is produced.

This allowance accrual method offers more flexibility to the management of your allowance and eliminates the chance of becoming overdrawn on your allowance. Each order line is programmatically reviewed for available allowance when an order is placed. If the subscription does not have enough allowance available the system will release as many titles as possible and place the rest of the order on hold until more allowances are accrued or purchased. If the subscription has no available allowance the entire order is placed on hold until more allowances are accrued or purchased. If orders are placed on hold for lack of allowance you will be contacted to determine the best course of action for your order. At any time during the contract period you may increase your subscription and/or purchase additional allowance to best accommodate your ordering needs.

Unused allowance carries forward for use during future months for as long as your subscription is active.

Cataloging and Processing

Each library is given a set of specification and cataloging forms to determine how they would like to have their books cataloged and processed. You may choose to receive a MARC record with item record and barcode according to your needs. Our standard book processing includes a clear, plastic book cover, a green paper insert, which serves as a property label/spine label, and a pocket mounted on the front or back flyleaf.

Additional requirements requested will be priced accordingly.

We offer a variety of cataloging options. Your library can receive our standard cataloging, or choose from the options available within the cataloging type.

McNaughton also has the ability to provide electronic cataloging. We can offer a generic cataloging record for each selection on the adult monthly list, or the library can choose to get records and bar codes for the titles they actually order. They also have the option of receiving cataloging records with item linking.

There is no additional cost for our standard McNaughton cataloging and processing.

Lost Books

Your library will not be charged for lost items.

Damaged/Defective Books

No-charge replacements will be provided for damaged books up to six months after receipt, and publisher defects will be replaced with no time limitations.

Inventory

Your library can maintain double the inventory usually allowed by McNaughton. New subscriptions may select double the standard amount from the Core Collection List. Another option would be to select only the standard inventory and then refrain from returning and/or purchasing books until you build the collection to the 200% level from monthly selections of new books.

Retention

To further enhance your service, we will provide your library with 50 percent retention of your annual book shipments. These are books the library would not have to purchase to maintain in your permanent collection. This transfer would be made on an on-going basis and would be reflected on your monthly management reports. Our retention is based on titles shipped rather than titles returned, so your library is guaranteed 50 percent retention each year.

Returns

We provide prepaid labels for the return of leased books. For returns of 200 or more leased books, we schedule a prepaid pick up with a freight company of our choice. Library systems with several branches often find it more convenient to group all books at a central location. We are happy to accept collect freight shipments however we need the library's cooperation in the way books are shipped, so you would simply contact our customer service department to help coordinate returns by this method.

All returns are scanned, counted and adjusted from your leased inventory at the time of return.

Inventory Reduction by Purchase

You may wish to purchase books that continue to circulate. Inventory reduction by purchase is hassle-free. You can purchase any leased material from your McNaughton collection for as little as \$2.00 per item. Price is determined by volume, so the more you purchase the better the price.

Purchase 1 - 50 at \$3.00, 51-100 at \$2.50, or 100+ at \$2.00 each.

Any leased book in your collection regardless of age can be purchased.

Shipping

McNaughton pays all shipping costs, to and from the library. McNaughton orders have a priority status in production and will ship immediately upon receipt from the publisher. As a result, books should arrive on or before the scheduled street release date.

MONTHLY REPORTING

Libraries receive a monthly catalog including a summary report of monthly activity. This report details the month's most current orders received and inventory transactions. It also supplies information concerning no-charge replacements, credits for postponements or cancellations, and the available ordering balance. The report is sent directly to each branch with the monthly selection materials.

We also provide a Consolidated Monthly report for the system administrator. This report consolidates the information from the individual branch Monthly Reports into one report.

2. Scope of Work and Specifications

Brodart has completed and included these forms as requested.

iii. Offered Discount Percentage

PRICING PROPOSAL

Discounts

Items will be supplied to the Peoria Public Library System at publisher's list prices less the following discounts:

Trade Hardcover Editions	45.5%*
Non-Trade Hardcover & Paperback Editions	12.0%*
Publisher's Library Editions	23.5%
BrodartBound	23.5%
Single Reinforced Editions (School & Library)	45.5%
Trade & Mass Market Paperbacks	41.0%*

Continuations

Trade Hardcover & Paperback Editions	42.0%*
Non-Trade Hardcover & Paperback Editions	10.0%*

* Hardcover and paperback titles on which Brodart receives minimal or no discount and/or the publisher requires prepayment may be discounted at the non-trade discount or invoiced at publisher's list price, plus a service charge of \$3.95

Please see attached binding definitions.

McNaughton Service Outline and Annual Rate

The following will provide an outline of the proposed service and the annual cost. Please keep in mind this plan size is just our suggestion. We will be happy to adjust the plan size to best suit your needs.

	Adult Book Proposal
New book allowance per month	100
New book allowance per year	1200
Core Collection	2000
Total Books	3200
Sub-Total	\$19,320.00
Less 2% annual prepayment discount	\$386.40
Total annual cost	\$18,933.60

The above figures do not include any applicable taxes. The annual cost includes our standard cataloging and processing options.

Allowance

Peoria Public Library System will receive full allowance during all months of the contract period. One book allowance will be deducted for all books with a publisher list price of \$28 or less. Additional allowance will be deducted for higher priced books. For example, two allowance credits will be deducted for books with a publisher list price of \$28.01 through \$38. Each additional \$10 dollar increment equals one additional allowance.

Collection Development Services

Collection Builder (Customized Selection Lists)

Collection Builder Custom Selection Lists No Charge

FASTips (Standing Orders)

FASTips Profiles No Charge

TIPS Profiles (Profiled Selection Lists)

Silver TIPS No Charge

Gold TIPS \$50 per month per profile

Diamond TIPS \$100 per month per profile

Package pricing at a reduced rate available for five or more profiles.

Online TIPS lists

Lists posted to your BibzII.com account

No Charge

Paper TIPS lists

\$15 per copy

Note: Standard delivery method is Priority Mail (United States Postal Service).

Other delivery methods are available for an additional fee.

Online Tool

BibzII.com is Brodart's online collection development and ordering tool.

Unlimited Users

No Charge

Shipping

Shipments will be made by best means (USPS, Common Carrier or UPS Ground) to your main library.

Shipping and Delivery

No Charge

Publisher's list prices are subject to change without notice. The above pricing will remain in effect for a one-year contract term with the option to renew for four additional years.



CATEGORY/BINDING DEFINITIONS

Brodart Co., Books & Automation

Trade Hardcover: Published with a glued binding and a hardcover. Trade discounted hardcover editions are usually fiction or current nonfiction and are generally published for the average consumer. Publishers promote and advertise these titles more aggressively and print runs are greater than the norm.

Juvenile Trade Hardcover: Published with a glued binding and a hardcover. Popular fiction or nonfiction books designed for children, usually with subject matter of broad appeal.

Publisher's Library Reinforced: Published with a high quality, usually fanned, sewn and glued binding. Sometimes known as a "School" or "Library" binding. This binding has the durability required in a high use library setting and is usually reserved for children's materials. All publisher library reinforced editions will receive the discount quoted in this category.

Single Reinforced: Published with a durable fanned and glued hardcover binding that may or may not be sewn. Also known as Hardcover Reinforced, "School" or "Library" binding. Subject matter may be directed at adults or juveniles (though they are usually reserved for children's materials) and may be fiction or nonfiction.

Non-Trade Hardcover: Published with a glued binding. Subject matter such as technical, reference, scientific, medical and/or is published by a small press for adult and juvenile readers. Titles on which Brodart receives minimal or no discount and/or the publisher requires prepayment may be discounted at the non-trade discount quoted in this category or invoiced at the publisher's list price.

University Press: Hardcover and paperback selections. This category includes materials for which Brodart receives minimal or no discount and/or the publisher requires prepayment.

Trade Paperback: Published with a paper cover. May also be known as a trade paper, quality paperback or mass market paperback. The quality of the paper and printing in trade and quality paperbacks is usually high. Mass market paperbacks are paperbacks sized to fit standard retail display racks; trade paperbacks have larger page sizes. Trade discounted paperback editions are generally published for the average consumer with subject matter of broad appeal.

Non-Trade Paperbacks: Published with a paper cover. Subject matter such as technical, reference, scientific, medical or small presses for adult and juvenile readers. Paperback titles on which Brodart receives minimal or no discount and/or the publisher requires prepayment may be discounted at the non trade discount quoted in this category or invoiced at the publisher's list price. Publishers whose titles have limited sales volume and those who are not in compliance with Brodart's purchasing requirements may be in this category.

BrodartBound: Originally published in paperback and converted to hardcover. The cover image is scanned into a computer and applied to a hardcover. The outside cover is laminated with a nylon lamination material for extra protection. Two end sheets are attached to each book to preserve its pages. Depending on the thickness of the book, the binding is either glued or sewn.

Duralam[®]: Originally published in paperback and converted to hardcover.

Dura-Guard: Paperback reinforced with a 10-mil (2-mil spine) laminated cover.

Playaway[®] Digital Audio: Audio content provided on an independent player.

Spoken Word Audio: Recorded reading of a book in abridged or unabridged form on compact disc format. Also known as audiobook.

DVD: Optical disc storage media format used for playback of movies with high video and sound quality.

Blu-ray: Optical disc storage media format used for playback of movies with high definition video and audio as well as advanced interactive features.

iv. Inventory and Speed of Delivery

INVENTORY AND FULFILLMENT

As a true library services company, Brodart's primary business focus is libraries. We do not supply books to the retail market, therefore our inventory count is not as large as other vendors. Our inventory and purchasing profiles are based on the library market to specifically meet the needs of libraries. We order material from publishers on a daily basis to ensure our customers receive their orders quickly and efficiently.

Brodart manages over 265 thousand titles and five million volumes annually. When ordering adult popular and bestseller titles, you can expect approximately 85 to 95 percent of your order in your initial shipment (which consists of in-stock items at the time of order). Juvenile fiction and nonfiction first shipment percentages should reach 70 to 80 percent. Initial shipment percentages for general adult material should range from 60 to 70 percent.

Our order fulfillment system places orders with all publishers on a daily basis via FTP or fax. In order to provide the fastest possible service to our libraries, we do not require minimum order quantities and we do not accumulate customer orders to meet a minimum order quantity. This policy allows us to fill 85% of all customer backorders in 3 weeks, with overall fill rates of greater than 95% of available titles. We suggest that customers allow their orders to remain open for a period of 60-90 days to facilitate receipt of backordered items. Any items not received from the publisher during this time period will be cancelled and reported on cancellation notices.

Accounts can be set up to specify no substitutions or partial shipments so your library will receive all copies of a title in one shipment. Brodart's delivery, backorder, and cancellation schedules are very flexible and can be customized to accommodate your library's specifications.

PACKING, SHIPPING, AND DELIVERY

Packaging and marking of shipments

Brodart's boxes are made of heavy corrugated cardboard and are extremely durable. We take special care when packing your order. Larger items are packed first, then smaller ones, packed spine-to-spine to prevent damage. The number of items, their thickness, and weight determine the size of the box used for packaging. Boxes are filled with thin newspaper-type brown paper. Shipping labels are covered with clear plastic tape and are applied to the top of every box. Boxes are sealed with tape that is constructed of paper, string, and glue. Boxes within a shipment are numbered (i.e. 1 of 6, 2 of 6, etc.) and indicated on the top of each box.

Method of shipment and shipping charges

Brodart's single inventory location in Williamsport, Pa. enables us to fill orders quickly and efficiently. Shipments are sent free of charge via best method (common carrier, USPS, or UPS Ground) F.O.B. destination from our warehouse to your main library. Branch shipping is also available for an additional fee.

Delivery

Brodart will make the initial shipment of material from inventory, for each purchase order, within two to three days from order release date for items requiring automated cataloging and/or processing and one to two days for items without cataloging and/or processing. Backorders can be picked frequently—even weekly. We suggest that you allow your orders to remain open for a period of 60-90 days to facilitate receipt of these items. Any items not received during this time period will be cancelled and reported on monthly cancellation notices.

v. References From Similar Services Completed Within the Last Five (5) Years

Brodart has included reference information on the enclosed questionnaire form as requested.

ATTACHMENT A ADDITIONAL INFORMATION, PRODUCTS AND SERVICES

MANAGEMENT DOCUMENTS AND REPORTS

Packing Slip

Brodart's packing slip, which includes the title, author, ISBN, quantity shipped, customer purchase order, and list price of each item, is packed in the last carton of every shipment. The carton indicates that a packing slip is enclosed. This packing document shows a control number, which can be matched with a corresponding invoice.

Invoicing

Brodart's invoices are available in duplicate and include the title, author, ISBN, publisher, published date, quantity, list price, discount, unit price, and extended price, as well as your purchase order number. Cataloging and processing charges can be either billed on a separate invoice or listed on an item invoice as a separate line item. Invoices are available in paper or electronically via e-mail or FTP. EDI formatted invoices are available for orders sent to Brodart in an EDI formatted purchase order transaction.

Our payment terms are net 30 days from the date of the invoice.

Statements

Brodart customers receive monthly statements only when there is a balance due on their account. This statement includes the account's billing address and Brodart bill-to account number. It also includes the invoice number, item date, purchase order number, item amount, and balance owed.

Confirmation Report

Confirmation of titles ordered can be supplied to the library when orders are entered. The Confirmation Report will include the author/editor, title, ISBN, list price, discount, extended price, and status (not yet published, out of print, must order direct) and is available in paper or electronic format (via e-mail or FTP). The confirmation reports are generated by account number, and titles will be arranged alpha by author or by title. Orders transmitted electronically (EDI) will receive an EDI acknowledgment within 24 hours stating the status of each item ordered. Web site orders transmitted through BibzII.com[®] Brodart's online collection development and ordering tool, will receive same-day order status information.

On-Order Title Status Report

Brodart offers a number of options for receiving order status information. The Order History tab in BibzII.com allows the library to access not only orders that have been submitted through BibzII, but also orders submitted to Brodart via EDI, telephone, or other ordering methods. A summary is provided indicating current status (entered, booked or closed). Orders may be searched and sorted to provide quick reference of specific details. Each order can be opened to show title level detail with current status information such as shipped, in process, back ordered, cancelled, etc. This can be used in place of or in conjunction with confirmation, status and cancellation reports.

If preferred, the library can receive order status information via Brodart's On-Order Title Status Report. This report will identify, by account number, the status of all titles on order. This report includes the ISBN, quantity ordered, author, title, customer purchase order number, list price and order date. The On-Order Title Status Report is available weekly, monthly, or upon request in paper or electronic format (via e-mail or FTP).

Cancellation Reports

Brodart will notify all libraries of cancellations on a title-by-title basis. The Cancellation Report will include the ISBN, quantity ordered, author, title, list price, purchase order number, and the reason the title was cancelled. Cancellation reports are available weekly or monthly in paper or electronic format (via e-mail or FTP).

ORDERS

Brodart will set up accounts for your library based on your specifications and provide as many accounts as required. You may add new accounts, delete old accounts, or change the name and address information. Multiple ship-to accounts will be linked to the appropriate bill-to account. Each ship-to account will include a five-line address and account number. The information will link to related cataloging and processing specifications.

Brodart offers a number of methods for submitting orders:

- Submit your order directly to Brodart through BibzII.com, Brodart's online collection development and ordering tool.
- Import on-order records from BibzII.com in a format developed especially for your integrated library system (ILS). You can import on-order records directly into your system with or without the distribution information. On-order records are typically used to create a purchase order in the ILS.
- Submit orders directly to Brodart from your ILS. Brodart fully supports X12 or EDIFACT formatted electronic business transactions including purchase orders, order acknowledgements, and invoices.
- Fax orders to 800.999.6799.
- Telephone orders by calling 800.474.9802.
- E-mail orders to bookscs@brodart.com.
- Mail orders to Brodart Co. Books & Automation
Order Department
500 Arch Street
Williamsport, PA 17701

There is no minimum order requirement.

CUSTOMER SUPPORT

At Brodart, the sale does not end with delivery of the product. We value an ongoing, supportive relationship with your library. Your dedicated customer care associate is the library's internal contact at Brodart, available at your convenience to answer any of your questions or provide any additional information you may need. We pride ourselves on our 24-hour response time for all inquiries received. Your Customer Care Associate is available by calling Brodart's toll-free number 800.474.9802.

CATALOGING & PROCESSING OPTIONS

Choose any combination of Brodart's professional cataloging and processing options to ensure you receive shelf-ready materials designed to meet your library's specific needs.

Option 1

Circ-Serv[®] Cataloging and Processing

Brodart's Circ-Serv will provide your library with full-level MARC records via FTP to be downloaded into your integrated library system. In addition, basic item records with accompanying barcodes can be supplied to assist you in getting materials to your patrons more quickly.

Item records can be mapped to the tag required by your ILS and can include:

- a call number
- a barcode number
- list price
- location code or collection code (constant data)

Processing options include:

- Mylar jacket (attached or loose) for your books with dust jackets
- spine label
- barcode
- customized book pocket
- property identification stamp and/or label
- theft detection
- RFID tag
- genre/classification label
- label protector

Cataloging and processing through Circ-Serv is a cost-effective and efficient way to expedite item level processing.

Option 2

Flex Cataloging and Processing

Brodart's Flex service builds upon Circ-Serv by adding advanced mapping and formatting capabilities. Flex combines the benefits of item-in-hand cataloging and processing while maintaining the simplicity and speed of an automated process.

Flex service offers the following benefits to help streamline your acquisitions, cataloging and receiving processes.

- eliminate the need to separate orders by specific areas of your collection
- maximize the value of your local call numbers, collection codes, and other acquisitions data
- map more content and format options into your MARC record and holdings tag
- custom options for formatting and stacking data on spine labels
- 100% cataloging option to ensure full-level MARC records for every title received
- update your holdings with OCLC
- receive your MARC and linked item records electronically via FTP
- handle fewer packages, packing lists, and invoices

Option 3

Compleat Cataloging and Processing

For customization beyond our automated Flex services, Brodart's premier Compleat service provides material-in-hand cataloging and processing. Our professional team provides expert service to ensure your library's specifications are followed down to the smallest detail.

This personalized service offers onsite profiling with an experienced installation team to work with your Technical Services Department to set up your local cataloging, classification, processing and account requirements. Your installation team will include a project manager, cataloging services librarian, and collection development librarian.

Compleat services offer:

- item-in-hand cataloging
- customized bibliographic records in MARC format to meet your local practices
- classification tailored to fit within your library's existing collection
- customized holding records
- guaranteed full-level MARC and item records for every title received
- physical processing customized to your library's specifications

Compleat service catalogers can either work live in your database or create and deliver MARC and item records via FTP. Both methods allow Brodart to provide your library with customized MARC records aligned with your local practices and specifications. Using the matchpoints specified by the library, the catalogers will determine if an item can be processed as an added copy or if new cataloging is required.

When new cataloging is required, Compleat service catalogers will review, modify, and upgrade existing cataloging records or provide original cataloging. Compleat service can catalog new titles using the library's existing cataloging utility including OCLC®. Using the OCLC Connexion® Client we can access your OCLC account via a third-party agreement to identify matching records and update your holdings.

Once the cataloging records are created to your specifications the item records will be added, spine labels will be printed and physical processing will be completed.

Pricing for Compleat service is dependent upon specifications and is available upon request. Utilization of Compleat service is based on an annual minimum commitment of \$200,000.

Brodart Cataloging Standards

Regardless of the cataloging option you choose, you can be assured that you will always receive full-level, high quality cataloging records for your material. We base our descriptive cataloging on the Anglo-American Cataloging Rules, 2nd edition revised (latest update) and accompanying Library of Congress Rule Interpretations. In addition, we use Library of Congress Subject Headings, latest edition, Dewey Decimal Classification, 23rd edition, MARC 21 specifications and Guidelines on Subject Access to Individual Works of Fiction, Drama, Etc, (GSAFD, 2nd Edition). We adhere to the Library of Congress rules for both MARC format and authority control.

Reinforcement Services

Brodart's Dura-Guard and Duralam reinforcement processes give you guaranteed paperback protection that is fast, easy, and affordable. Paperbacks ordered through Brodart can easily be reinforced or converted to hard covers using either of our affordable techniques. Brodart's in-house service protects your paperbacks without delaying your initial order. Your paperbacks are processed quickly and shipped with the rest of your items, saving you the time and expense of preparing separate purchase orders or receiving separate shipments.

Brodart's Duralam service will stretch your book budget dollars by prolonging the life of your paperback books. The original paper cover is laminated to a heavy binder's board. The book is then rebound with a strong, permanently flexible glue. The result is a book with hardcover durability for a little more than the cost of a paperback. Duralam is guaranteed to your satisfaction.

Dura-Guard reinforces a paperback book using a 10-mil laminate to increase circulation durability. The one-piece process includes a 2-mil spine section to allow flexibility in movement and prevention of bubbling as seen in similar processes. The crystal clear, 100% optical clarity material and non-yellowing adhesive keeps the cover art attractive and bright. Dura-Guard is guaranteed to your satisfaction.

Both Dura-Guard and Duralam processes

- are available for paperbacks ordered with or without additional cataloging and processing options.
- have been perfected over 30 years of successful use.
- are easy to order—simply indicate on your order the paperbacks you would like to have reinforced.
- have no minimum order requirements.
- feature bindings that are individually handcrafted to ensure quality workmanship.
- are guaranteed to your satisfaction. If you receive a book and the bind quality is unacceptable, you may return the book for replacement as long as the book is available from the publisher.

Pricing for Brodart's cataloging and processing services are available upon request and receipt of your specifications.

BRODARTBOUND BOOKS

Brodart provides prebound books that are transformed from a publisher's original paperback book. The cover is carefully removed and the image is scanned into a computer and then scanned to a hardcover. The outside cover is laminated with a nylon lamination material for extra protection. Two end sheets are

attached to each book to preserve its pages. Depending on the thickness of the book, the unification is either accomplished by gluing or sewing.

CONTINUATIONS

Brodart's Continuations Service is designed to meet your complete standing order needs. You receive prompt, accurate fulfillment and because of our extensive coverage, your need to research hundreds of titles each year is eliminated.

- Brodart maintains constant communication with over 80,000 publishers and distributors. Our title file is updated daily, ensuring that the title status information you receive from Brodart's Continuations Department is the most up-to-date available.
- Serial maintenance is made easier when you use our free monthly status reports and skilled personal assistance. And to simplify establishing a standing order account, we offer you a full range of transition services.
- The Continuations Department personnel are dedicated professionals who are knowledgeable about all aspects of the Continuations Service. They take pride in providing prompt and accurate responses to any questions. Each library is assigned their own Continuations Consultant. That individual will stay in close contact with the responsible person at the library to ensure optimum service.
- Brodart's Continuations Service offers an Alternate Year Program, which can be tailored to meet your library's needs. You may receive books as frequently or infrequently as desired.
- You may add new titles to your standing order or adjust existing orders at any time. Our files are updated daily in order to provide you with prompt, accurate service. All cancellations are effective immediately upon receipt by the Continuations Department.

A monthly status report is supplied to you at no extra cost so you may quickly and effectively monitor your standing orders. This report lists every series and serial on your standing order. Editions or volumes on order or recently shipped titles are listed accordingly. Publications, which are delayed by the publisher, show a status of "on order". Brodart's Continuations Department automatically contacts the publisher in the case of "on order" materials to assure timely delivery of these items.

As a Continuations customer, each month you will receive an electronic newsletter reporting the latest updates in title/bind changes, series discontinued, series completed and items to be ordered directly from the publisher. The newsletter keeps you informed about any changes that would affect your standing order.

TitleQueue.com, Brodart's online Continuations tool, gives access to account details regarding subscriptions to serials and series. You can search for titles and update subscription information to add standing order titles or change current settings. You can also access order confirmations, report claims and request additional copies of invoices. There are many search options, including ISBN, title, series title and publisher.

Continuations Return Policy

Authorization from your Customer Care Associate is necessary prior to returning any item(s).

- Publisher defective and/or damaged products may be returned upon request within one year of the invoice date. Record the damaged and/or defective item on the reverse side of the packing slip and return to Brodart. A replacement will be ordered at no charge to your library.
- Vendor error relative to incorrect processing, title, bind, wrong year or edition, etc., materials may be returned upon request. Record the error on the reverse side of the packing slip and return to Brodart. Appropriate items will be reordered and invoices adjusted accordingly. Approved returns must be received at Brodart within 90 days of the invoice date.
- Materials processed in accordance with account specifications or materials that have been stamped, marked, or accessioned by the library are non-returnable.

- Materials ordered and delivered as the result of customer error or duplication by another source are non-returnable.

Continuations Cancellation Policy

You will receive a Monthly Status Report to help you quickly and effectively monitor your standing orders and avoid duplication or error. This report provides a listing of materials requested, itemization of editions or volumes on order, publication delays, and status of shipped titles.

To request title cancellation, contact the Continuations department at least 30 days prior to the publication date. Cancellation requests received less than 30 days from the publication date can not be cancelled and will be shipped and invoiced.

COLLECTION DEVELOPMENT SERVICES

Collection Builder® Custom Selection Lists

Brodart has identified more than 400 recommended bibliographies, review journals, and other sources, and has indexed them in our up-to-date title database. This extensive resource enables us to produce custom selection lists for a wide range of collection development needs such as collection building in specific areas, coordinated replacement ordering, or planning opening day collections.

- These comprehensive selection lists present the titles in shelf-list order for a systematic approach to collection development.
- Each citation on the selection list includes call number, author, title, publisher, date, price, ISBN, bind, descriptors, media, age range, title status, review citations, and the sources which contain the title.
- It is easy to review the titles, make your selections, and mark the orders right on the list.
- To request a selection list, tell us the subject to be covered, age levels, types of bindings, publication dates, and other pertinent information. We may provide a profile to walk you through the process.
- You receive prepared selection lists in one to three weeks. These custom selection lists are provided free of charge in BibzII.com to active Brodart customers with the understanding that any titles ordered from these lists are to be ordered from Brodart.

TIPS®

TIPS (*Title Information Preview Service*) is designed to help your library streamline its ongoing selection process. We identify new titles, gather all pertinent information on those titles, eliminate duplicates, and present you with regular lists of new titles to consider for your collection. Three levels of TIPS are available to accommodate your specific needs. We do the legwork; you make your selections.

These profile elements, chosen specifically to meet the needs of libraries, allow you either to create a profile that mimics your current title identification and list-building process OR to explore new approaches to the collection-building process. In other words, if you currently compile lists from multiple journal reviews, we can do that for you. Or, if you would like to expand the number of sources from which you draw titles, we can monitor new titles by publisher, series, author, or illustrator.

Silver TIPS

Monthly lists of the most popular titles delivered* to your online account free of charge for Brodart customers. Full-text reviews are provided when available.

Silver TIPS Program Descriptions

CHILDREN'S

Board Books for Libraries

- Formats appropriate for public library use in terms of size, shape, and materials
- Selected by our children's buyer
- Most titles due for publication within next two months

Top Children's Hardcover Titles

- Popular and high-quality books for children through age twelve
- Emphasis on picture books, but nonfiction, fiction, and graphic novels also included
- Seasonal coverage for holidays plus one topical backlist each month
- Most titles are one month prepublication

Top Children's Paperback Titles

- Best new releases for children through age twelve
- Many reprints of popular hardcovers, but also includes paperback originals, especially popular series
- Emphasis on titles classed as Easy, but also includes fiction and nonfiction
- Most titles one month pre-publication or current month of publication

Children's *KidSafe* Graphic Novels

- Graphic novels that have been reviewed book-in-hand or online and judged suitable for children through age twelve
- Titles are both popular and high quality
- Includes manga and other series, plus important single titles and nonfiction in a graphic format
- Includes a range of publication dates due to book-in-hand review requirement

Fresh Reads for Kids

- Forthcoming titles from children's favorite authors
- Primarily picture books and fiction, with some easy readers and nonfiction included
- Hardcover, reinforced, and library editions, as well as paperbacks
- Publication dates from the current month up to three months pre-publication

TEEN

Top Teen Hardcover Titles

- Popular and high-quality titles for middle school and high school readers (age ten and up)
- Emphasis on fiction, particularly science fiction, fantasy, and horror; also includes nonfiction for recreation and school support
- Selected high interest/low reading level titles and graphic novels
- Most titles are one month pre-publication

Top Teen Paperback Titles

- Best new releases for middle school and high school readers (age ten and up)
- Many reprints of popular hardcovers, but also includes paperback originals, especially popular series
- Emphasis on fiction, but some nonfiction and graphic novels included
- Most titles one month pre-publication or current month of publication

Teen *KidSafe* Graphic Novels

- Graphic novels that have been reviewed book-in-hand or online and judged suitable for ages ten and up
- Titles are both popular and high quality
- Includes manga and other series, plus important single titles and nonfiction in a graphic format
- Includes a range of publication dates due to book-in-hand review requirement

Graphic Novel Reads for Teens

- Popular graphic novels for ages ten through nineteen
- Incorporates Teen *KidSafe* but expands the selection with other titles suitable for tweens and teens
- Includes manga and other series, plus important single titles and nonfiction in a graphic format
- Titles may be up to four months pre-publication

ADULT

Popular Reading

Blockbusters

- Hardcover titles that no public library can be without!
- Adult fiction and nonfiction from the most popular authors or on hot topics
- Titles with large print runs and heavy publisher promotion
- Three to four months prepublication

Top Adult Hardcover Titles

- High demand adult popular reading
- Fiction and nonfiction from top-selling authors plus titles from promising first novelists
- Selected movie tie-ins and graphic novels
- Includes Blockbusters (available separately above) plus other titles to round out genre interests
- Three to four months prepublication

Top Adult Paperback Titles

- The best upcoming paperback titles for a popular reading collection
- Emphasis on high demand authors and titles, including titles that were New York Times Bestsellers in hardcover
- Mostly fiction but some nonfiction included
- Includes both originals and reprints, trade and mass markets
- Most titles one month prepublication

UrbanFix

- Urban fiction (aka street lit) for the adult collection
- Emphasis on African-American characters in an urban setting
- Includes titles with sex, violence, drugs and strong language
- Primarily trade paperback but some hardcovers and mass markets included
- Most titles from current month up to two months pre-publication

Christian Fiction

- Christian Fiction for the adult collection
- Emphasis on Evangelical Christian fiction; also includes Urban Christian
- Hardcover and trade paperback bindings
- Publication dates from current month up to four months pre-publication

Specialty Programs

Large Print TIPS

- Extensive list of large print offerings from all the major publishers
- Most titles are adult fiction, but adult nonfiction and some titles for young readers also included
- Most titles are two months prepublication

Picks for Public Libraries

- Practical adult nonfiction that is not likely to be reviewed
- Hardcovers and paperbacks on topics such as computers, math, health, business, weddings, pet care, and more
- 125 to 150 titles per month chosen by our experienced staff
- Most titles one month prepublication

Graphic Novel Reads for Adults

- Popular graphic novels for intended for an adult audience
- Includes manga and other series, plus important single titles and nonfiction in a graphic format
- Most titles one to three months pre-publication

SPANISH

Top Spanish Titles

- The best fiction and nonfiction for native Spanish speakers
- Titles from offshore and U.S. publishers
- Focus on international authors, but also includes translations of popular U.S. titles
- Publication dates vary from two months prepublication to six months post-publication (but recently available for U.S. distribution)

Adult Spanish TIPS

- Recommended Spanish language fiction and nonfiction
- Titles from offshore and U.S. publishers; originals and translations
- Focus on fiction and practical nonfiction in hardcover and paperback
- Includes Top Spanish Titles (available separately above) plus others to expand the selections
- Publication dates vary
- Children's & Teen Spanish TIPS
- Recommended bilingual and Spanish language titles for preschool through high school
- Titles from offshore and U.S. publishers; originals and translations
- Focus on picture books and nonfiction, but also includes fiction, board books, and graphic novels
- Publication dates vary

AUDIO

Top Spoken Word Audio Titles

- New releases from popular authors
- Focus on high demand titles with bestsellers and various fiction genres; some nonfiction included
- Most titles are for adults, but select children's and teen titles included
- Compact disc (both regular and MP3) and Playaway formats; more unabridged than abridged; retail editions with some library editions included
- Most titles two to three months prepublication

Spoken Word Audio Playaways

- All new titles available in Playaway format
- Adult and children's; fiction and nonfiction
- Publication dates of original titles vary

Gold TIPS

Customized title lists, delivered to your online account weekly, twice monthly, or monthly. Transform *Silver TIPS* lists into *Gold* by specifying parameters such as publisher, author, series, subject category, and format. For example, you want the Large Type Fiction list but with titles from Thorndike excluded. Or, you want Children's Nonfiction, but only certain Dewey ranges.

Diamond TIPS

Brodart's hallmark TIPS. Review-based, custom profiles for title lists with full-text reviews delivered to your online account weekly, twice monthly, or monthly. Upgrade any *TIPS* list to *Diamond* by combining any other parameters with specific review journals. There is no limit on the number of review journals per profile. For example, you want a Teen Fiction profile based on Booklist, School Library Journal and VOYA plus a list of authors. Or, you want an Adult Nonfiction profile that includes Library Journal, Publishers Weekly, and Picks for Public Libraries.

Journals available:

Booklist (includes online reviews)

BookPage

Bulletin of the Center for Children's Books

Horn Book

Kirkus

Library Journal (includes online reviews)

Library Journal Prepub Alert

Library Media Connection

New York Times Book Review

(no full text available)

Publishers Weekly (includes online reviews)

School Library Journal

Science Books & Films

VOYA

TIPS lists are available on a subscription basis to Brodart's Books & Automation customers. TIPS pricing is included for your review.

FASTips®

Libraries may choose to set up profiles with a FASTips automatic order option. For example, this can be used to automatically order a certain number of copies of future titles from a particular author or to order one or more copies of each title published by a particular publisher. The library provides a purchase order and a quantity (which may vary) and an order is automatically placed for all titles that meet the criteria of the profile. The most common automatic order is by author, using the most popular "must-have" authors in a profile to ensure receipt of their titles. Illustrators are a popular indicator in children's profiles. A series profile is also an option. Titles ordered through this means are firm orders, not approval copies, and may not be returned unless damaged or defective. There is no charge for FASTips profiles using the automatic order option.

BibzII.com

BibzII.com is Brodart's online collection development and ordering tool. The name "Bibz" comes from the concept of "building bibliographies online." All of Brodart's custom services (TIPS, FASTips, Collection Builder, and McNaughton) are available through BibzII.com. A recent upgrade of BibzII.com offers access to new features, which include enhanced duplicate checking and order history capabilities.

Using BibzII.com's flexible features, you can search and access relevant titles, build your own lists, select the best items for your collections, and place orders online or through your acquisitions system. BibzII.com is designed to meet the needs of any library—from a one-location facility to a sprawling library system with multiple branches. Our enhanced features allow you to customize your display and manage user access and grid ordering right at your library location.

BibzII.com offers 24-hour-a-day, 7-day-a-week access to Brodart's title database of more than four million records. You can conduct simple or advanced searches quickly and easily. BibzII.com allows you to:

Item Search:

- By keyword or exact search for title or series
- Access one or many of the following fields as needed
 - Title
 - Author
 - ISBN/EAN
 - Series
 - Illustrator
 - Biographee
 - Subject
 - Publisher
 - Availability (print and stock status)
 - Broad classification
 - Dewey or Library of Congress classification
 - Format
 - Descriptors (e.g. board book, large type, picture book)
 - Language
 - Age or grade range
 - Reading program and level
 - Publication date
 - Review journals, including number of reviews and issue date
 - Demand level
 - Price range
- You can also search within a large number of databases and resource lists
 - Awards and starred reviews
 - Bibliographies and other published sources

- Results include hyperlinks to author, format, and series

Access:

- Basic bibliographic information and enhanced selection data
 - Title
 - Author, illustrator, editor
 - Publisher
 - Publication date
 - ISBN-10 and ISBN-13
 - Format
 - Availability (print and stock status)
 - Cover image
 - Physical description
 - Other descriptors (e.g. large type)
 - Age and grade range
 - Dewey and Library of Congress classification
 - Language
 - Series
 - Library of Congress card number
 - Demand level
 - Print run
 - Source citations for Brodart catalogs, bibliographies, starred reviews, and awards
 - Subject headings
 - Reading programs with reading level
- Annotations plus full-text reviews from 13 journals
- Custom lists provided through the TIPS, FASTips, and Collection Builder services
- Specialty lists built for public libraries
- Your library's public catalog to check holdings by ISBN
- MARC record files for your ILS
- Order History to view item status

Build:

- Your own selection lists and orders
- Selection lists to be shared with others in your library
- Local notes for others in your library to see
- Lists for all age levels in all subject areas

Manage:

- All selection lists, including shared and special
- User access, determined by your administrators
- Prevention of duplicates according to your preferences
- Grids—create templates using simple drop-down features and assign them to specific users or locations; create and revise at your convenience

Request:

- MARC record files for your ILS
- Excel spreadsheets
- Branch and Fund Totals reports
- Printed list or 3x5 cards

Order:

- With grids reflecting your branch/location codes, collection codes, item types, and funds
- Directly via the Web
- Import records into your ILS for EDI ordering

- Access the order history for all your Brodart accounts

Additional Functionality

Sort sequence: Titles in search results and lists default to Title/Author sequence but can be resorted in a variety of ways including Author/Title, Pub Date/Title, Publisher/Title, Price/Title, Demand/Title, Dewey Class/Author/Title, Dewey Class/Title/Author, LC Class/Author/Title, LC Class/Title/Author, Age Range/Author/Title, or Reading Program/Author/Title.

Duplicate checking: Duplication can be checked title by title from the Expanded display screen, or list by list at the List Manager screen, in Order History, as well as automatically in Search Results and when adding a title to a list. Duplicate checking includes both titles in current lists and in submitted orders.

BibzII.com provides automatic duplicate checking of titles in Search Results and Lists against all your lists and orders. Icons indicate whether the title is in another list or on a submitted order. In addition, these icons link directly to Duplicate Detail screens. Duplicate check options are also available when adding a title to a list. The user can set the preference for the level of duplicate checking (e.g. do not alert on duplication, check for duplicates in the target list by ISBN, check for duplicates in all lists by ISBN, etc.). In addition to these features, it is also possible to check duplicates for an entire list from within the list from the List Manager screen.

Administrative functions: Users can be designated as administrative or non-administrative. Administrative users are empowered to create new users, remove users, assign new passwords, and grant access privileges to users. Those access privileges include the assignment of accounts/processing profiles, branches, and funds. Administrative users can create families and assign membership in those families. Administrative users can also set grid values and create grid templates and assign them to specific users. Last but not least, administrators decide which users have checkout privileges (the ability to submit orders online).

Order History: The Order History tab in BibzII.com allows the library to access not only orders that have been submitted through BibzII, but also orders submitted to Brodart via EDI, telephone, or other ordering methods. A summary is provided indicating current status (entered, booked or closed). Orders may be searched and sorted to provide quick reference of specific details. Each order can be opened to show title level detail with current status information such as shipped, in process, back ordered, cancelled, etc. This can be used in place of or in conjunction with confirmation, status and cancellation reports.

MARC record options: Records may be downloaded for orders according to your needs. Save them to your local computer or deliver to your ILS FTP site. Our flexible MARC mapping tool enables us to customize your on order bibliographic records and item records.

BibzII.com and ILS interface: Brodart has created an interface between Brodart's BibzII.com and your Polaris system, please see attached document.

Brodart's Technical Support unit within Customer Care will work with the library to make sure that everything is set up properly for full EDI functionality. In addition to this department, we also have a Systems Integration Analyst who is the liaison between Brodart and the various ILS vendors. BibzII.com training is also available if needed.

Recommended System Requirements:

Screen resolution: 1024x768 pixels
Memory: 512 MB RAM
Processor: 1GHz

Browser Requirements:

Internet Browser: version: Internet Explorer 7.0 and higher, Firefox current release-1, Chrome current release-1, and Safari current release-1

Internet Browser text size: Internet Explorer medium

Cookies must be enabled

Java Scripting must be enabled

Refresh rate: Check for newer versions of stored pages - Every visit to the page

Printout Viewing/Printing Required:

Adobe Acrobat Reader

Connection Recommended:

Direct Internet or High Speed Connection - T1 line, DSL modem, or cable modem

Access to BibzII.com with unlimited users and full-text reviews is offered free of charge to Peoria Public Library System for the term of this contract.

BibzII.com Order Interface

Brodart's BibzII.com and Polaris Library System

Brodart and Polaris have developed an interface between Brodart's BibzII.com and the Polaris integrated library system, creating automatic updates for order lists created in BibzII.com.

The interface allows for the creation of MARC records with holdings tag information, that when processed through Polaris ILS, updates funding and creates temporary on-order records for which reserves can be placed.

The benefits of the interface are:

- The ability to utilize Brodart's online collection development and ordering tool, BibzII.com, for simple to complex ordering that can include distribution for special branch processing and/or drop-shipping possibilities.
- A streamlined ordering process that automatically updates funding and creates on-order items.
- Eliminates repetitive keying of order information in multiple systems.

Qty	Branch	Processing Profile	Collection	Item Type	Fund
1	NORTH	CBS - CAT / PROC	Adult Fiction	Book	NAF
1	SOUTH	CBS - CAT / PROC	Adult Fiction	Book	SAF
2	EAST	CBS - CAT / PROC	Adult Fiction	Book	EAF
1	WEST	CBS - CAT / PROC	Adult Fiction	Book	WAF

BibzII.com Order Item - This is an example of an order record in BibzII.com with quantity and distribution indicated.

Over →

- Create tag 970 with indicators [] and []
- Create subfield [c]
- Append [Collection Code] of the current grid line using [Default] case
- Create subfield [f]
- Append [Fund Code] of the current grid line using [Default] case
- Create subfield [l]
- Append [Branch Code] of the current grid line using [Default] case
- Create subfield [m]
- Append [Item Type] of the current grid line using [Default] case
- Create subfield [q]
- Append [Quantity] of the current grid line using [Default] case
- Create subfield [p]
- Append [List Price] of title data using [Default] case
- End

MARC Mapping – By way of a behind-the-scenes MARC mapping profile established by Brodart and the library, BibzII.com is able to create MARC records with holdings tags consisting of the library's ILS Branch, Collection, Item Type, and Fund Codes.

```
00000      2200205 4500
00001      07283318
00010      |a 2007044905
00020      |a9780385515047:Hardcover;|c27.95
00035      |a07283318
00050 00   |aPS3557.R5355|bA86 2008
00082 00   |a813/.54|222
00100 1     |aGrisham, John.
00245 14    |aThe appeal /|cJohn Grisham.
00260      |aNew York :|bDoubleday.|cc2008.
00500      |aBrodart BibzII On-order Record
00520      |aBestsellers and other high demand titles for
00970      |cAF|fNAF|INORTH|mbook|q1|p27.95
00970      |cAF|fSAF|ISOUTH|mbook|q1|p27.95
00970      |cAF|fEAF|IEAST|mbook|q2|p27.95
00970      |cAF|fWAF|IWEST|mbook|q1|p27.95
```

MARC Record with Holdings – This is an example of the resulting MARC record with holdings tags for the order item created in BibzII.com. When processed through the Polaris acquisitions module, the system will encumber funds and create temporary on-order records in the Polaris catalog.

Direct Order Interface

Brodart's BibzII.com and Polaris Library System

Brodart and Polaris have collaborated to enable the following:

Electronic Orders

A direct ordering interface that allows a Polaris ILS library to produce and transmit an order to Brodart that includes distribution and cataloging information. When processed at Brodart, the order details allows Brodart to perform any required level of cataloging and processing of the ordered items as well as the drop-shipping of materials to the branch libraries, if so desired.

Electronic Order Acknowledgments

Electronic order acknowledgment processing that allows Brodart to communicate order status back to the Polaris ILS for creation of a report indicating the status of title confirmed, title backordered, or title cancelled.

Electronic Order Invoices

Electronic order invoice processing that allows Brodart to communicate the actual dollar amount invoiced back to the Polaris ILS for creation of a report that is used to update funding in the ILS acquisitions module.