



# City of Peoria, Arizona

## Notice of Request for Proposal

Request for Proposal No: **P08-0016** Proposal Due Date: **October 18, 2007**  
 Materials and/or Services: **Library Materials** Proposal Time: **5:00 P.M. AZ Time**  
 Contact: **Athena Bonner**  
 Project No: Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**  
 Mailing Address: **8314 West Cinnabar Avenue, Peoria, AZ 85345**

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

### OFFER

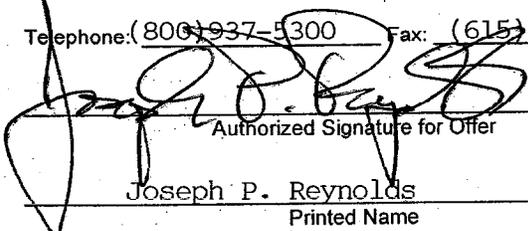
To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception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

For clarification of this offer contact:

Name: Patrick McElhiney

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

Ingram Library Services Inc.  
Company Name

  
Authorized Signature for Offer

One Ingram Blvd.  
Address

Joseph P. Reynolds  
Printed Name

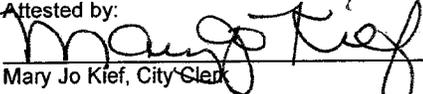
La Vergne, TN 37086  
City State Zip Code

Vice President and General Manager  
Title

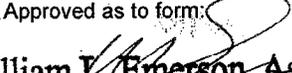
### ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

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

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

Attested by:   
Mary Jo Kief, City Clerk

City of Peoria, Arizona. Effective Date: 11-29-07

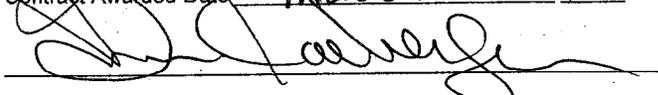
Approved as to form:   
William L. Emerson, Assistant City Attorney  
Stephen M. Kemp, City Attorney

CC: \_\_\_\_\_

Contract Number: **CON 71907**

Contract Awarded Date: 11-28-07

Official File: \_\_\_\_\_

  
Herman Koebergen, Materials Manager



A CON 71907



# REQUEST FOR PROPOSAL

## INSTRUCTIONS TO OFFEROR

### Materials Management Procurement

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

#### 1. PREPARATION OF PROPOSAL:

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

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

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

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

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

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

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

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

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

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

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

#### 12. AWARD OF CONTRACT:

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



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

8314 West Cinnabar Avenue  
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 11456.
  - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

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

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

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

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

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. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as a 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.



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

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

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; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

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

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



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

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

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.
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:
- Waive the non-conformance.
  - Stop the work immediately.
  - Bring material into compliance.
- This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

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

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.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P08-0016

### Materials Management Procurement

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

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 exclusive use of the City of Peoria.
5. **Contract Type:** Fixed Price, Indefinite Delivery
6. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of thirty-six (36) months.
8. **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
9. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
10. **Proposal Format:** Proposals shall be submitted in one (1) original and 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
  - 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



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P08-0016

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

v. References from Similar Services completed within the last five (5) years.

11. **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.
12. **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.
13. **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.
14. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards.
15. **Shipping Terms:** Prices shall be *F.O.B. Destination* to any location in the City of Peoria, delivered to the specified receiving point as required by the customer agency at the time of order. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
16. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance.
17. **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.
18. **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.
19. **Payments:** The City shall pay the Contractor upon services rendered and 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.
20. **Independent Contractor:**
  - a. General



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P08-0016

### Materials Management Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

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

#### b. Liability

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

21. **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.

22. **Confidential Information:**



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P08-0016

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

- 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.
23. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required 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.
24. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.
- Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
25. **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.
26. **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.
27. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
28. **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.
29. **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.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P08-0016

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

30. **Inventory:** The City of Peoria has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in cancellation.
31. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- The contractor provides material that does not meet the specifications of the contract;
  - The contractor fails to adequately perform the services set forth in the specifications of the contract;
  - The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
  - The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

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

- Cancel any contract;
- Reserve all rights or claims to damage for breach of any covenants of the contract;
- Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- 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:
  - Deduction from an unpaid balance;
  - Any combination of the above or any other remedies as provided by law.



## SCOPE OF WORK

Solicitation Number: P08-0016

### Materials Management Procurement

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

## 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.

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.

In Fiscal Year 2007, the Peoria library spent \$170,000 on Library Materials. 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. Contract vendor shall maintain a reasonable stock on hand of the books and media offered in order to ensure quick delivery.
- f. 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.
- g. 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.***
- h. 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.



## SCOPE OF WORK

Solicitation Number: P08-0016

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

- i. Contract vendor shall maintain an error rate of two percent (2%) or less in filling orders, following a sixty (60) day familiarity period.
- j. 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).
- k. Multiple contracts may be awarded. The City of Peoria has the right to choose the contractor that best meets their requirements for any purchase.
- l. 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*
<b>2.1</b>	<b>General Requirements</b>		
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.	X	
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	
<b>2.2</b>	<b>Ordering</b>		
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	X	



# SCOPE OF WORK

Solicitation Number: P08-0016

## Materials Management

### Procurement

8314 West Cinnabar Avenue

Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

	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	
	<b>Requirement</b>	<b>Comply</b>	<b>Deviate*</b>
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	
<b>2.3</b>	<b>Shipping</b>		
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	
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	
<b>2.4</b>	<b>Bindings *</b>		
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	
<b>2.5</b>	<b>Other</b>		



# SCOPE OF WORK

Solicitation Number: P08-0016

## Materials Management Procurement

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

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.	X	
--------	--	---	--

**\* Deviations must be listed and attached to the proposal**

Submittal requirements are located in this form on page 8 paragraph 10 of the Special Terms and Conditions.

Please direct any questions to:  
Athena Bonner  
Contract Officer  
Materials Management  
City of Peoria  
[athena.bonner@peoriaaz.gov](mailto:athena.bonner@peoriaaz.gov)



# QUESTIONNAIRE

Solicitation Number: P08-0016

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

**Please list a minimum of three (3) references, from projects of similar size and scope, whom the Materials Management Division may contact:**

1. Company: Austin Public Library  
Contact: Yolanda McKnight  
Address: 651 N. Pleasant Valley Road  
Austin, TX 78768  
Phone: (512) 974-7476
  
2. Company: Mohave County Library District  
Contact: Julie Huelsbeck  
Address: P.O. Box 7000  
Kingman, AZ 86402  
Phone: (928) 704-9465
  
3. Company: Jefferson Parish/East Bank Regional Libraries  
Contact: John Walker  
Address: 200 Derbigny Street  
Gretna, LA 70053  
Phone: (504) 838-1137



## QUESTIONNAIRE

Solicitation Number: P08-0016

### Materials Management

### Procurement

8314 West Cinnabar Avenue

Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

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

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



## QUESTIONNAIRE

Solicitation Number: P08-0016

### Materials Management Procurement

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

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

## **I. Firm Capabilities**

We recognize that it is important to know and understand your business partners. To this end, Ingram is pleased to present this brief background of our company for those purchasing and library staff members that may be unfamiliar with Ingram.

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

To better support the unique needs of libraries, Ingram Library Services grew from a specialized department of Ingram Book Company in 1970 to a full-service library vendor. Because of our growth and success, Ingram Library Services incorporated in 1998 as a subsidiary of Ingram Industries Inc. Today we offer "one-stop shopping" for our library customers that includes our new Collection Analysis program (customizable to your exact needs), comprehensive Collection Development support, including our Standing Order and Continuations programs, as well as all-inclusive cataloging and processing services. Libraries may order books, spoken word audio materials, music, and DVD, and receive a full range of library value added services customized to the library's individual needs. In March of 2008, PPL will be able to order e-books and downloadable audiobooks directly from ipage and manage your collection building of both print and digital books.

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

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

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

### **Ingram Staff**

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

### **Senior Management Staff**

Ingram Senior Staff members, including **Joe Reynolds**, Vice President and General Manager; **Wendell Lotz, MLS**, Vice President, Product Database; **Michael Edwards**, Director of Sales; **Kay Bowin**, Manager of School District Sales; and our newest team member, **Valerie MacLeod, MLS**, e-Business Manager, along with **Charlene Edmondson, MLS**, Manager of Ingram *Signature* Service and Opening Day Collections, will serve in advisory capacities to ensure that your project runs smoothly from start to finish. Their input, based on years of industry experience, will be especially relevant in the beginning stages of the project, including presentation of information to the Library and any resulting contract negotiation.

### **Collection Development/Collection Analysis Staff Qualifications**

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

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

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

**Susan Johnston, MLS**, Youth Materials Manager uses her skills to create selection lists for libraries of all sizes in all parts of the country. Specifically, she has selected young adult materials for several library branches with heavy young adult emphasis, including Multnomah County, Oregon; Chandler, Arizona; and Memphis, Tennessee. Before joining Ingram, Susan was librarian for the Children's Department of Ben West Public Library in Nashville, Tennessee for over 15 years.

**Tracy Taylor, MLIS**, joined the Ingram team as Collection Development Specialist for Youth Services. Tracy brings years of experience as a children's librarian, and before joining Ingram served as Acting Senior Librarian in the Children's Literature Department of the Los Angeles Public Library.

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

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

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

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

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

#### **Processing/Cataloging Staff Qualifications**

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

#### **On-going Account Management**

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

#### **II. Requirements and Scope of Work Specifications**

Ingram has indicated on the Request for Proposal our ability to comply with all Scope of Work and Specifications Requirements. We would like to elaborate upon the following specific requirements:

**1.e.**

Ingram's title and product holdings include:

- 4,500,000+ Titles listed on ipage® + extended database
- 1,500,000+ Titles available for immediate delivery
- 375,000+ Lightning Source print-on-demand titles listed
- 371,000+ Children's titles
- 230,000+ University Press titles
- 257,000+ Professional, Technical, and Reference titles
- 165,000+ Spanish-language titles
- 78,000+ e-Book titles
- 60,000+ Video titles in DVD, HD-DVD and Blu-Ray formats
- 42,500+ Spoken-word Audio titles
- 35,000+ Computer titles
- 25,000+ Large Print titles

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

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

**Digital Books:** We currently can provide over 78,000 titles through MyiLibrary web-delivered to patrons through your OPAC. This is a "viewing" model your patrons may browse and find reference materials online without downloading the title to their local machine or device. This allows for simultaneous users to access the same title at the same time without any "turn-aways" (patrons being denied access to the title because it is already being viewed). In Q1, 2008, we will be launching our downloadable audiobook platform called LIDIX. Titles purchased will be available for download to your patron's device in a standard "check-out" model with time limitations set to your library standards. In March, 2008, all of these titles will be integrated in ipage for simultaneous selection and ordering by your staff for your collection development needs. We can assist with managing this integrated approach to collection development of print and digital content through our Collection Development team if you desire.

**1.f.**

To assist librarians in the purchase selection process, Ingram publishes *Advance*, a monthly publication containing information on upcoming hardcover and trade paperback titles. *Advance* also includes audiobooks, Independent Presses, and religious titles, all under one cover.

Ingram's *Paperback Advance*, now a section within *Advance*, offers the best new releases of major mass-market publishers. Quality paperbacks listed in this catalog are designated as either "digest" or "trade". Mass market paperbacks have no such designation, thus recognition of the different binding types is simplified for ordering purposes. *Paperback Advance* is also available on ipage as an online catalog.

Ingram also provides *Children's Advance*, a bi-monthly catalog offering the best new releases of publishers of both children's books and audiobooks. The catalog also spotlights individual children's book authors and major new releases.

In addition to these monthly publications Ingram publishes several thematic catalogs such as our *Computer Books Advance*; *Professional, Technical, Reference Advance*; and *Business Connection Advance* catalogs.

ipage also provides access to a number of *Advance* catalog supplements for specific interests published throughout the year, such as a *Craft & Hobbies Supplement*, *Teen Supplement*; *Romance Supplement*, and *Graphic Novels Supplement*.

We have included samples of the above catalogs. In addition to hard copy catalogs, ipage offers current and archived editions under the **Programs and Catalogs** tab, and include jacket cover scans, product description and information including retail price and binding, and annotations.

**1.g.**

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

**1.h.**

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

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

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

### **“Rush” Orders**

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

#### **2.1.04 – 2.1.05**

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

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

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

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

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

Spoken Word Audio Returns Policy – If defects are discovered with a spoken word audio within the first three (3) months of receipt, return it to Ingram using the above-mentioned Hassle Free form for a replacement copy. Please return all tapes or compact discs in a multi-cassette/CD title. If problems arise after the three (3) month period, please return the tape or disc to the publisher. Brilliance™ offers a lifetime free replacement policy for their Library Edition product. Simply return the damaged product directly to the Brilliance Corporation at the address on the back of the box.

**2.1.06**

Ingram will supply books as ordered by the Library. Binding provided is determined by the ISBN, UPC, or Ingram Title Code provided by the Library with their order. Ingram does not substitute titles unless an ISBN has been forwarded to a new edition. Only those items ordered will be shipped. When checking titles on ipage, the librarian will have access to search for alternate bindings of a title. Through ipage, the Library can also check real-time stock status of any title and get immediate information on availability.

**2.1.07**

Book and spoken word audio invoices contain the following information:

- ◆ Purchase Order Number
- ◆ Quantity Ordered
- ◆ Quantity Shipped
- ◆ Author
- ◆ Title
- ◆ Publisher Abbreviation
- ◆ Binding Code
- ◆ ISBN
- ◆ Unit Price
- ◆ Discount (percentage)
- ◆ Unit Price after discount
- ◆ Extended Price

DVD invoices contain the following information:

- ◆ Purchase Order Number
- ◆ Quantity ordered
- ◆ Quantity shipped
- ◆ Title
- ◆ Studio
- ◆ Suggested retail price
- ◆ Unit Price
- ◆ Discount (percentage)
- ◆ Unit Price after discount
- ◆ Extended Price
- ◆ Total price

Ingram will mail invoices in duplicate after your order is shipped. Items on invoices are listed alphabetically by either the author or the title per your request. All invoices have page numbers, your account number, the purchase order number (can be up to 22 characters in length), and our Federal ID number.

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

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

#### **ipage Invoices**

We offer the convenience of having invoices available to our customers online via ipage our web-based selection, ordering, and account management tool. With ipage, invoices are available to view and print on demand the moment they become available.

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

#### **Payment Terms**

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

While other vendors demand payment from invoice date, Ingram's terms are calculated on statement date at the end of each month. With payment due 30 days from statement date, the customer's payment is due an average of 45 days from invoice (30-59 days). Ingram reserves the right to assess a late charge on all past due invoices.

#### **2.2.01**

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

#### **2.2.03**

ipage is Ingram's web-based title selection, ordering and account management tool. Customers with a current, active Ingram account are eligible for a free subscription to ipage Basic, which offers libraries easy-to-use ordering capabilities and other premium features at no cost. Our more-advanced ipage levels, Essential and Professional, are available by subscription to libraries that desire the more advanced features this level offers.

Libraries recognize ipage as an integral timesaving tool whose collection development and acquisition capabilities, along with its various account management tools, make day-to-day selection, ordering and receiving tasks virtually hassle-free.

As a web-based tool, ipage offers 24/7 real-time inventory information, the ability to search by thousands of categories, as well as a robust array of publicity and review sources.

Here are just a few of the ipage Basic features:

- ❖ Simple title search by Title, ISBN, Author, Keyword
- ❖ Ingram stock information and real-time stock check
- ❖ Title descriptions
- ❖ Physical Information, LC Subjects, LCCN, Dewey
- ❖ Ability to create lists
- ❖ Sort by Binding, ISBN, Price, Pub Date, Publisher, and Title
- ❖ List sharing options
- ❖ Download brief MARC records
- ❖ Ordering and order status information
- ❖ Account management and reports
- ❖ ipage selection lists created by Ingram staff librarians
- ❖ Current publicity information
- ❖ Online catalogs

Additional features offered with Advanced and Professional level subscriptions include:

- ❖ Annotations and citations
- ❖ Cover images for selected titles
- ❖ Advanced search by series, Dewey, author-title, and keyword TOC
- ❖ Power search
- ❖ Access to all titles in our Extended database
- ❖ Additional publicity information
- ❖ Excerpts for selected titles (Professional only)
- ❖ Reviews for selected titles (Professional only)

### **ipage Selection Lists**

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

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

You can create a new selection list from any of the following pages:

- ipage Home Page
- Selection List View
- Search Results List
- Selection List
- Product Detail page

ipage allows you to create the following types of selection lists:

- For a **Private List**, only the user who created the list and the user's ipage Administrator can view or edit it.
- For a **Public List**, only users who are in the same ipage account as the user who created the list can view or edit it.
- For a **Shared List**, only users who are in the same Ship to account as the user who created the list can view or edit it.

The creator of a selection list is also able to lock lists to prevent others in the account from making various changes. There are two levels of list locking:

- **Title Lock:** Other users in the account can view the existing list and can add notes, quantities, or grid information. Users other than the creator or administrator cannot add or takeaway titles from the list. This includes the ability to “see” this list name when adding items from search results or title detail.
- **List Lock:** No edits can be made to the list at all, including the changing of quantities, adding or taking away items from the list, etc.

#### 2.2.04

ipage offers a downloadable and printable User Guide. Site Help provides a step by step guide to working with ipage features and account management tools, including the newest available features. Site Help, available along with a Frequently Asked Questions feature, is available at your convenience 24 hours a day, seven days a week.

WebEx training courses will be available on ipage in January 2008. Training courses will include general training for new users and we will also offer customized training for specific needs. Ingram can provide live WebEx training to PPL that will allow for live demonstrations, as well as questions and answers for participating staff. As we introduce new features and functions in ipage, we will create a corresponding training curriculum and course that will be available to your staff via ipage and delivered in a WebEx format.

#### 2.2.05

If you have questions that you can't find the answers to in Site Help, ipage User's Guide, or Frequently Asked Questions areas, please call Ingram Data Services Tech Support at (800) 937-7978 or email us at [ics-techsupport@ingrambook.com](mailto:ics-techsupport@ingrambook.com).

### **2.2.06**

The **Collection Development** section of ipage lists resources and information on products of interest to librarians. It's also home to lists of products in various categories, such as award winning books, bestsellers, and items that receive media exposure. Access to information in this section is structured by subscription level. **Collection Development** includes background information on products, such as articles on new books and interviews with authors. You can also see innovative and creative lists of products you may wish to stock. Every month, our Collection Development team compiles lists of products that relate to historic dates, socially significant events, holidays, and birthdays of famous figures

Collection Development features in ipage include:

- ◆ Archived In the News stories
- ◆ Standing Order Program Bulletin
- ◆ Author tour information
- ◆ Award-winning titles, past & present
- ◆ Industry bestsellers
- ◆ Ingram top demand titles
- ◆ Interviews with authors and librarians
- ◆ Lists for and by librarians
- ◆ Movie & TV tie-ins
- ◆ Publicity information
- ◆ TV, radio, & online media listings

### **2.3.01**

Ingram can profile your accounts so that no partial shipments of a single title are sent. Ingram can only control partials at the ship-to level and no shipping locations will receive partials. If the entire quantity of a title is not in stock at the time of order, Ingram will backorder that title and ship it when the entire quantity is received from the publisher. Please note that this profile option may lessen initial fill rate of an order.

Because we are offering Ingram-paid freight from two Distribution Centers, all copies of the same title may not ship in the same carton. The number of copies of a title ordered, and the physical size of the book will also determine whether all copies could ship in the same carton. Items ordered on one account will not combine with items ordered on a separate account.

### **2.3.02 – 2.3.03**

The packing slip will supply you with the status of any book shipped, backordered, or is out of print. The packing slip will be alphabetized by title. Titles that were not included in the initial shipment will have a "B" in the "BO" column if they have been backordered. An "S/W" will identify those titles that will be shipped from your secondary distribution center.

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

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

With ipage, the Library can also view backordered items. Under the Order tab, simply click Acquisitions Status for a listing of search options to review your orders, including backordered items.

#### **2.3.04**

Our average error shipment rate is 0.53% for all distribution centers. This error rate includes damaged product, shortages, pulling errors, label mix-ups, billing errors and shipping mistakes.

#### **2.3.05**

To provide you the speediest delivery time, Ingram ships your order prior to creating an invoice. For your convenience, Ingram will include a packing slip with each shipment which can be cross-referenced to the invoice. The packing slip will supply you with the status of any book shipped, backordered, or is out of print.

Each box in a shipment will be plainly marked with the number of boxes in shipment, the library address, and a Control Number (including Order Entry number) which can be used to cross reference the invoice when it is received. The box containing the packing slip will be labeled so it is easy to identify and retrieve.

Ingram's Packing Slip contains the following information:

- ◆ Library shipping and billing address
- ◆ Date
- ◆ Quantity ordered
- ◆ Quantity shipped
- ◆ Title
- ◆ ISBN
- ◆ Purchase Order Number
- ◆ Discount
- ◆ List Price
- ◆ Extended Price

**2.4**

Ingram is a distributor, not a publisher. Ingram will supply books as ordered by the Library. Binding provided is determined by the ISBN, UPC, or Ingram Title Code provided by the Library with their order.

**2.5**

Ingram provides books, spoken word audio materials, music, and DVD, and a full range of library value added services customized to the library's individual needs.

**III. Offered Discount Percentage**

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

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

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

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

\*\*\* *Net Titles are invoiced at 0% discount, with no service charges added.*

**IV. Inventory and Speed of Delivery**

Ingram's title and product holdings include:

- 4,500,000+** Titles listed on ipage® + extended database
- 1,500,000+** Titles available for immediate delivery
- 375,000+** Lightning Source print-on-demand titles listed
- 371,000+** Children's titles
- 230,000+** University Press titles
- 257,000+** Professional, Technical, and Reference titles
- 165,000+** Spanish-language titles
- 78,000+** e-Book titles
- 60,000+** Video titles in DVD, HD-DVD and Blu-Ray formats

**42,500+** Spoken-word Audio titles  
**35,000+** Computer titles  
**25,000+** Large Print titles

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

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

**Digital Books:** We currently can provide over 78,000 titles through MyiLibrary web-delivered to patrons through your OPAC. This is a "viewing" model your patrons may browse and find reference materials online without downloading the title to their local machine or device. This allows for simultaneous users to access the same title at the same time without any "turn-aways" (patrons being denied access to the title because it is already being viewed). In Q1, 2008, we will be launching our downloadable audiobook platform called LIDIX. Titles purchased will be available for download to your patron's device in a standard "check-out" model with time limitations set to your library standards. In March, 2008, all of these titles will be integrated in ipage for simultaneous selection and ordering by your staff for your collection development needs. We can assist with managing this integrated approach to collection development of print and digital content through our Collection Development team if you desire.

#### **Delivery Time**

In-stock, non-processed and non-cataloged book orders are shipped within 24 hours or on the same business day if placed before local cut-off time at your designated Ingram distribution center. In-stock processed books not requiring original cataloging will ship within 48 hours of receipt of order. This service level is available currently from our La Vergne distribution center, and will be available from our Roseburg distribution center in Q1 2008. Books requiring original cataloging will ship within five to seven business days. This service level will be available in Q1, 2008 from our La Vergne distribution center, where we have our cataloging Center of Excellence.

#### **References**

Please see the References form submitted with our response.

## ADDITIONAL INFORMATION

### Ingram Contact List

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

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

### Accounts

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

### Collection Analysis

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

### **Standing Order/Continuations Plans**

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

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

### **Ingram Adult Author Standing Order Program**

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

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

### **Ingram Youth Author Standing Order Program**

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

### **Ingram Popular Series Standing Order Program – Youth and Adult**

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

### **Ingram Popular Adult Nonfiction Standing Order Program**

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

### **Ingram Easy Reader Standing Order Program**

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

### **Ingram Inspirational Fiction Standing Order Program**

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

### **High Fives (Mass Market Genre Sets) Standing Order Program**

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

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

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

### **Original Score**

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

### **Ingram National Book Club Standing Order Program**

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

### **Graphic Novels Standing Order Program – Youth and Adult**

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

### **Ingram Travel Standing Order Program**

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

### **Continuations Program**

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

### **Other Collection Development Services**

Over the years we have developed programs to help our customers streamline the selection process and expedite delivery of those selections. Professionally managed by librarians, these programs have become vital to many of our customers. Our outstanding continuations programs, 18 standing order programs in book and video product, and several customized notification programs are designed and managed to make your selections easier and more efficient. We also listen to our customers and are constantly expanding our program offerings based on their feedback.

### **Knowledge of the Publishing and Video Industry**

We have developed relationships with publisher and studio representatives and meet with them often to review their offerings and determine suitability for libraries. We use standard journals and bibliographic resources for their reviews of both print and non-print materials. We also keep abreast of current issues within the library world through our dialogues with customers, our professional reading, and by attending conferences, which allows us to share critical information with our customers regarding titles, trends, and other industry information.

### **We Are Librarians Too**

We are deeply committed to public libraries and their importance in our society as valuable resources for their communities and bastions of intellectual freedom.

## Collection Development Success Stories

### Detroit Public Library

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

### Tippecanoe Public Library

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

### West Hills Community College

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

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

### **HITS (High Interest Title Selection)**

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

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

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

### **ABC (Advance Buyer's Checklist)**

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

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

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

### **Ingram's Kidlist Plus Program**

With over 129,000 children's titles actually in stock, Ingram's Collection Development team is able to produce customized selection lists for the younger generation based on your Library's criteria. We can even recommend titles, especially for those hard-to-find subjects that defy easy selection. To further alleviate worry about finding titles, all titles on a Kidlist Plus list are up-to-date. When combined with our unsurpassed inventory, your library is assured of having the books you need when you need them.

### **reviewALERT - Youth**

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

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

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

Visit [www.ingramlibrary.com/reviewALERT](http://www.ingramlibrary.com/reviewALERT) for more information and to sign up for this exciting and FREE program!

### **e-book Solutions for Your Library**

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

**Title Depth and Breadth:** MyiLibrary contains **over 70,000 titles** from some of the most reputable publishers in the industry including Wiley, ABC-CLIO, Nolo, Dorling Kindersley (DK), Greenwood Publishing Group, Oxford University Press, and McGraw-Hill Publishing. They work closely with publishers throughout the world to bring you access to a vast and rapidly growing collection. Over 1,000 titles are added each month, giving you access to a growing universe of e-books. The collection of titles available on MyiLibrary is one of the most unique and comprehensive available today, and is a perfect addition to any library's collection.

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

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

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

### **Key Features for Your Library**

- Expansive Selection of over 70,000 titles
- Simultaneous Multi-User Access
- Local Content Integration
- Real Time Reporting
- MARC Records
- Multiple Authentication Options
- Interlibrary Loan
- Customized Home Page
- Library Branded Merchandising Templates

### **Key Features for Users**

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

### **Lightning Source**

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

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

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

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

### **Library Automation Systems**

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

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

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

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

**EDIFACT** Order, Enriched Order\*, Order Response, and Invoice.  
**X12** Order, Enriched Order\*, Order Acknowledgment, and Invoice.

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

**\*Enriched (EDI) Order**

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

**Additional ILS Automated interface options:**

MARC

- Ingram's BookMARC (full MARC) records and Ingram's ipage (brief MARC-formatted) records are compatible with all library automation systems in the marketplace today.
- Ingram's ipage Web-based title file product offers a brief MARC-formatted interface that allows users to enter any or all of the 9XX tag and subfield data supported by their library automation system such as location, quantity, fund, item type, etc. for selection list titles on the ipage site. Brief MARC records containing this information can then be loaded into the library automation system to create order and brief bib records as supported by the individual library automation system vendors.

Ingram CWS

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

### **Signature Services**

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

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

### **Collection Development**

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

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

### **Processing and Cataloging**

We have more than 100 different processing options for books, audiobooks, and DVD. We can customize processing to meet your requirements. Our processing options include Mylar® jackets, theft detection including RFID, spine labels, book pockets, property stamps, date-due cards, bar codes, and paperback pre-binding.

With BookMARC, Ingram's authoritative cataloging database, we are able to provide fully encoded cataloging records with Sears or LC subject headings via FTP, ipage, or diskette. BookMARC includes the entire LC MARC database with millions of records, in addition to many created by Ingram's MLS-degreed catalogers.

Ingram can provide a complete range of cataloging services including copy cataloging, CIP and OCLC record upgrades, as well as original cataloging services.

### **Customized Services**

Ingram knows that every library is unique. You can depend on us to provide the title selection and smart programs customized to fit your work flow, your needs, your budget, and address patron requests. Our goal is to serve you and provide you with the titles and expertise that will accomplish your mission.



# CONTRACT AMENDMENT

## Materials Management Procurement

8314 W. Cinnabar Ave.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: **P08-0016K** Page 1 of 1  
Description: Library Materials  
Amendment No: One (1) Date: 09/11/08

Buyer: Athena Bonner

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 12/03/08.

### The New Contract Term is:

**Contract Term: 12/04/08 to 12/03/09**

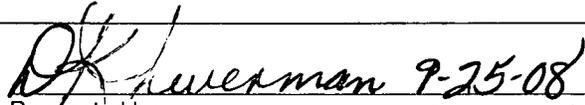
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	<u>10/10/08</u>	<u>Philip C. Ollila</u>	<u>Ingram Library Services, Inc.</u>
Signature	Date	Typed Name and Title	Company Name
		President	
<u>One Ingram Blvd.</u>	<u>Lavergne</u>	<u>TN</u>	<u>37086</u>
Address	City	State	Zip Code

Attested by:



For Mary Jo Kief, City Clerk

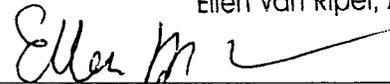
 9-25-08

Requested by: Diane Neverman, Senior Librarian



Recommended by: Athena Bonner, Contract Officer

Ellen Van Riper, Assistant City Attorney



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

The above referenced Contract Amendment is hereby Executed

10/29/08, 2008, at Peoria, Arizona.



Herman F. Koebergen, Materials Manager



City Seal

\_\_\_\_\_  
CC Number

ACON71907A  
Contract Number:

\_\_\_\_\_  
Official File



# CONTRACT AMENDMENT

## Materials Management Procurement

8314 W. Cinnabar Ave.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: P08-0016K  
Description: Library Materials  
Amendment No: Two (2)

Page 1 of 2  
Date: 09/03/09

Buyer: Athena Bonner

- A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 12/04/09 to 12/03/10.**
- B. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law; Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:
  - 3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

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

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

	Oct. 7, 2009	Richard L. Rosy Vice President and General Manager <del>Philip C. Ollila, President</del>	Ingram Library Services, Inc.
Signature	Date	Typed Name and Title	Company Name

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

Attested by:

for Mary Jo Kief, City Clerk

Requested by:

Recommended by:

Ellen Van Riper, Assistant City Attorney

Approved as to Form Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

October 20 2009, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager



City Seal

CC Number

ACON71907B

Contract Number:

Official File



# CONTRACT AMENDMENT

## Materials Management Procurement

8314 W. Cinnabar Ave.  
Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: P08-0016K

Page 2 of 2

Description: Library Materials

Date: 09/03/09

Amendment No: Two (2)

Buyer: Athena Bonner

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

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

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

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

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

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

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

**19. RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.

**32. PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.



# CONTRACT AMENDMENT

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

Solicitation No: **P08-0016K** Page 1 of 1  
Description: Library Materials  
Amendment No: Three (3) Date: 08/18/10

Buyer: Terry Andersen

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 12/03/10. **LAST YEAR OF CONTRACT**

The New Contract Term is:  
**Contract Term: 12/04/10 to 12/03/11**

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

8/31/10  
Date

Richard L. Rosy  
Typed Name and Title

Ingram Library Services, Inc.  
Company Name

**Vice President and General Manager**

One Ingram Blvd.

Lavergne

TN

37086

Address

City

State

Zip Code

Attested by:

City Clerk



City Seal

CC Number

ACON71907C

Contract Number:

Official File

Jerry Andersen  
Requested by:

Terry Andersen  
Recommended by:

**Ellen Van Riper, Assistant City Attorney**

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

The above referenced Contract Amendment is hereby Executed

9-13, 2010, at Peoria, Arizona.

Herman F. Koebergen  
Herman F. Koebergen, Materials Manager