



City of Peoria, Arizona

Notice of Request for Proposal



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

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

OFFER

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

For clarification of this offer contact:

Name: Jeffrey W. McDaniel Telephone: 800-775-7930, 3212 Fax: 704-998-3308

Baker & Taylor, Inc.

Company Name

[Signature]
Authorized Signature for Offer

2550 West Tyvola Rd., Suite 300

Address

Jeffrey W. McDaniel

Printed Name

Charlotte, NC 28217
City State Zip Code

VP Sales, Marketing & Account Administration
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: *[Signature]*
Mary Jo Kief, City Clerk

City of Peoria, Arizona. Effective Date: 11/10/09

Approved as to form: Ellen Van Riper, Assistant City Attorney

CC: _____

Stephen M. Kemp, City Attorney

Contract Number: **A CON 00109**

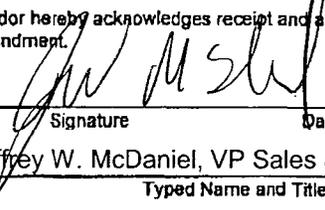
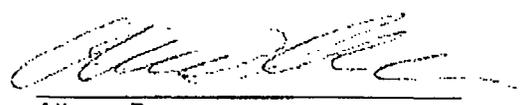
Contract Awarded Date: 11/9/09



Official File: _____

[Signature]
Herman F. Koebergen, Materials Manager

A CON 00109

	<h2>SOLICITATION AMENDMENT</h2>	Materials Management Procurement 8314 West Cinnabar Avenue Peoria, Arizona 85345-6560 Telephone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation No: P09-0023 Description: Library Materials and Processing Amendment No: One (1) Solicitation Due Date: November 20, 2008 Solicitation Due Time: 5:00PM Arizona Time	Buyer: Athena Bonner
<p>A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.</p> <p>Special Terms and Conditions, Item 10, Proposal Format, first sentence is hereby corrected to read:</p> <p>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.</p> <p>The following statement is added to Section I, Purpose, of the Scope of Work:</p> <p>The City of Peoria anticipates a budget of \$75K to \$100K annually for these services. This is an estimate only and does not obligate the City to any amount. The actual requirement will depend on the specific needs of the City and availability of funding.</p>		
<p><i>All other provisions of this Solicitation shall remain in their entirety.</i></p>		
Vendor hereby acknowledges receipt and agreement with the amendment.  _____ Signature Date 11/18/08 Jeffrey W. McDaniel, VP Sales & Marketing _____ Typed Name and Title Baker & Taylor, Inc. _____ Company Name 2550 West Tyvola Rd. Suite 300 _____ Address Charlotte NC 28217 _____ City State Zip	The above referenced Solicitation Amendment is hereby Executed November 4, 2008 at Peoria, Arizona  _____ Athena Bonner Contract Officer	
<p>Copyright 2005 City of Peoria, Arizona COP 207 (02/01/08)JFK</p> <p style="text-align: center;">Page 1 of 1</p>		



BAKER & TAYLOR
Information and Entertainment Services

2550 West Tyvola Road
Charlotte, NC 28217
Tel: 704.998.3100

www.btol.com

November 18, 2008

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

RE: RFP P09-0023, Library Materials and Processing Services
DUE: November 20, 2008 @ 5:00 PM

Dear Ms. Bonner,

Thank you for the opportunity to respond to City of Peoria Request for Proposal. We have reviewed and fully understand the work that is to be done for the Peoria Public Library. We are confident that you will find through our response and our history providing services to the library, that we have the experience and the resources to meet your unique requirements.

Baker & Taylor, based in Charlotte, NC is the leading full-line distributor of books, DVD and music products to library facilities in the world today, with annual sales of more than 115 million book and media units from over 75,000 publishers and imprints. Our contacts and experience in the library marketplace have enabled us to establish the most comprehensive coverage of materials and range of services in the industry. As the oldest book distributor in the United States, B&T has provided economical pricing and excellent services for over 180 years.

Currently, our national distribution network is comprised of five book and media distribution centers that maintain a combined inventory of over 18.5 million items representing approximately 820,000 unique media and book titles. We supply all categories of materials for all levels of library patrons, including general adult readers, researchers, professionals, and Children and Teens. In addition to items that are stocked in our distribution centers, we maintain a product database that contains over 5.5 million items. This depth and breadth of inventory means that Baker & Taylor has the inventory and the capability to provide spoken word and audio visual material to meet your patron's demands. Baker & Taylor's The Title Source 3™ is the most authoritative database of bibliographic acquisitions information for U.S. publications in the industry.

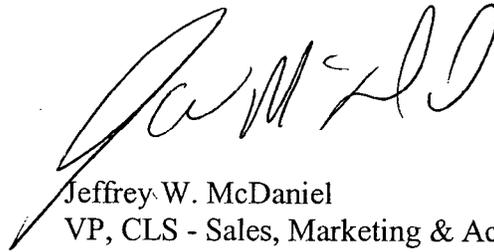
The Customized Library Services division of Baker & Taylor will provide the services described in the Bid. The formation of Baker & Taylor's Customized Library Services brought with it the development of a project-oriented approach to Opening Day Collections, Ongoing Collection Development, and Ongoing Online Cataloging and Processing. This approach allows CLS management to schedule all facets of a project or ongoing service, including resources, and provides the foundation and framework for the entire project while creating a mutual understanding of the requirements of both the Library and CLS.

Should you have any questions regarding this proposal, please do not hesitate to contact me, I will be happy to assist you in any way possible and will be the main contact for all negotiations. Our contact information is below.

Sincerely,



Scott Crawford
Director, CLS Sales & Marketing
Baker & Taylor, Inc.
2550 W. Tyvola Road, Suite 300
Charlotte, NC 28217
800-755-7930 ext. 1650
scott.crawford@btol.com



Jeffrey W. McDaniel
VP, CLS - Sales, Marketing & Account Administration
Baker & Taylor, Inc.
2550 W. Tyvola Road, Suite 300
Charlotte, NC 28217
800-755-7930 ext. 3212
mcdanij@btol.com

**BAKER & TAYLOR'S RESPONSE
REQUEST FOR PROPOSAL
INSTRUCTIONS TO OFFEROR**

- 6. AMENDMENT OF PROPOSAL:** Please see Amendment 1 enclosed.
- 7. PAYMENT:** Baker & Taylor's payment terms are net 30 days from the date of invoice. Ownership transfer and invoicing will occur on the date cataloging and processing is completed and the materials are either shipped, or placed in storage at a Baker & Taylor facility. If storage is required, Baker & Taylor will store the materials in a fully insured and climate controlled facility until the desired shipment dates. Invoices are mailed to the Library at the time invoicing occurs.
- 9. DISCOUNTS:** Please refer to Item 7.0, Instructions to Offeror.
- 10. TAXES:** Baker & Taylor will follow the appropriate tax laws, any sales tax that is assessed from the sales of material from Baker & Taylor to the library is the responsibility of the library. Upon award, please provide tax exemption information and certificates as appropriate.
- 11. VENDOR REGISTRATION:** Upon award Baker & Taylor will be glad to complete the Vendor Registration Form with the City of Peoria.
- 12. AWARD OF CONTRACT:** Upon award of this bid by the City of Peoria to Baker & Taylor, this document submitted by Baker & Taylor and the Bid Document submitted by the City of Peoria will become part of the contract agreement between the two parties.

STANDARD TERMS AND CONDITIONS

- 5. CONTRACT:** Upon award of this bid by the City of Peoria to Baker & Taylor, this document submitted by Baker & Taylor and the Bid Document submitted by the City of Peoria will become part of the contract agreement between the two parties.
- 8. PROVISIONS REQUIRED BY LAW:** Baker & Taylor will comply with all applicable laws. If the City chooses to amend the contract we will be pleased to review any such amendments.
- 13. SUBCONTRACTS:** Baker & Taylor is a full service book and processing vendor and does not employ the use of subcontractors in fulfilling the scope of services as outlined in this RFP.
- Baker & Taylor will contract out the shipping of material to the library.
- 19. RIGHT TO AUDIT RECORDS:** B&T will retain all contract documents and associated correspondence for a period of 3 years after contract expiration. Invoice data is available for 3 years from the date of invoice.
- 20. RIGHT TO INSPECT PLANT:** With prior notification of the Library's plan to visit our facility, materials can be ready for inspection by the library. Please contact your project manager to arrange an inspection.

Our warehouse staff will require a 48 hours notice for any requested items to be located in storage (if applicable) and pulled for inspection by the library.

21. WARRANTIES: Baker & Taylor will accept the authorized return of items that are damaged, defective, or incorrectly shipped. Please see the enclosed returns policy, Appendix 5, for further details on credits and returns. To make a return, simply contact your Account Coordinator within the time period specified to obtain an authorization number for your return. Once the authorization has been obtained, the library can either have a no charge replacement shipped to the library, or may have the credit applied to the invoice in question.

22. INSPECTION: Please see item 21. Right to Audit Records for information on inspections.

23. TITLE AND RISK OF LOSS: Ownership transfer and invoicing will occur on the date cataloging and processing is completed and the materials are either shipped, or placed in storage at a Baker & Taylor facility. If storage is required, Baker & Taylor will store the materials in a fully insured and climate controlled facility until the desired shipment dates. Invoices are mailed to the Library at the time invoicing occurs.

34. DELIVERY ORDERS: Invoices will list the City's purchase order number

Book and SWA

Baker & Taylor's book and spoken word invoices include the bill to address, ship to address, unit price, unit discount, quantity, total discount price, ISBN and purchase order number. The library may choose the order in which books appear on the invoice; in the same order as the original purchase order, alphabetically by title, author, or publisher. Cataloging and processing charges can be included in each line's extended price, summarized at the bottom of each invoice, or shown on a separate invoice. In addition, Baker & Taylor's ATS number (authorization to ship) is included on each invoice and packing slip and will allow the library to match the packing slips to invoices.

DVD and Music CD:

Audio Visual invoices will list the account number, purchase order number, quantity, title, producer's list price, discount, extended price, and total price. Processing and cataloging charges will also be listed. Titles can be listed by purchase order, artist, title or item number. The invoice number is listed on both the invoice and the packing list. In addition, Baker & Taylor's ATS number (authorization to ship) is included on each invoice and packing slip and will allow the library to match the packing slips to invoices.

36. PAYMENT: Baker & Taylor's payment terms are net 30 days from the date of invoice. Ownership transfer and invoicing will occur on the date cataloging and processing is completed and the materials are either shipped, or placed in storage at a Baker & Taylor facility. If storage is required, Baker & Taylor will store the materials in a fully insured and climate controlled facility until the desired shipment dates. Invoices are mailed to the Library at the time invoicing occurs.

Please see item 34. Delivery Orders for a description of invoices.

SPECIAL TERMS AND CONDITIONS

5. Cooperative Purchasing: The discounts contained in this proposal have been prepared specifically and solely for the **Peoria Public Library**. Any other entities or agencies wishing to contract with Baker & Taylor should contact the area Sales Consultant, Jane Herb. Jane will be pleased to assist in the creation of additional discount schedules, suitable for each agency's needs.

7. **Term of Contract:** Baker & Taylor can comply with the contract period. The contract period will begin on the first day of the month following the date of award and shall continue for a period of one year.

8. **Contract Extensions:** Baker & Taylor reserves the right to renew the terms and conditions of the contract if mutually agreeable to the contracting parties.

10. **Proposal Format:** Baker & Taylor has provided the requested content and format. Please refer to the information presented in our response and to III. Submittal Requirements for additional information.

11. **Interview Guidelines:** If the City would like to schedule an interview, please contact our Director of Sales, Scott Crawford, at 800-775-7930, ext. 1650.

13. **Discussions:** If the City would like to schedule a discussion, please contact our Director of Sales, Scott Crawford, at 800-775-7930, ext. 1650.

15. **Shipping Terms:** Baker & Taylor will send all items Free Shipping, FOB Destination with inside delivery. Ownership transfer and invoicing will occur on the date cataloging and processing is completed and the materials are either shipped or placed in storage at a Baker & Taylor facility. Invoices are mailed to the library at the time invoicing occurs. Staff accounts, offered as a courtesy to our customers for personal use, will receive F.O.B. Shipping Point, Charge Shipping and will be taxed as appropriate.

While there is no fuel surcharge associated with shipments today, we reserve the right to reevaluate shipping services related to the account and to implement fuel surcharges in the future.

18. **Taxes:** Baker & Taylor will follow the appropriate tax laws, any sales tax that is assessed from the sales of material from Baker & Taylor to the library is the responsibility of the library. Upon award, please provide tax exemption information and certificates as appropriate.

23. **Acceptance:** If notification of bid award is by purchase order only, please send the first purchase order to the following address so that we may correctly adjust the discounts according to the terms of this bid:

Baker & Taylor, Inc.
Attn: Kelly Tarlton, CLS
2550 West Tyvola Rd., Suite 300
Charlotte, NC 28217

24. **Payments:**

Please refer to **Standard Terms And Conditions** Item 34. Delivery Orders for a description of invoices and Item 36. for Baker & Taylor's Payment Terms.

26. **Insurance Requirements:**

Baker & Taylor can provide the insurance requested with the two exceptions provided below.

Paragraph 4

Baker & Taylor's insurer will not waive the claim reporting provisions of its insurance policies.

27. Required Insurance Coverage:

d. Baker & Taylor does not carry professional liability (errors & omissions) insurance.

28. Certificates of Insurance: Baker & Taylor will provide a certificate of insurance upon award.

31. Key Personnel: Baker & Taylor's Customized Library Services utilizes a team approach to working with libraries to help manage projects in the areas of Collection Development, Ongoing Cataloging and Processing, and Opening Day Collections. The core of this team approach is our project management philosophy. Our project managers and support staff will work with the library to insure that all requirements are documented and understood, necessary resources are available, and that a proper framework for communication is in place.

All CLS project teams consist of the library staff, and a minimum of a project manager, an automation specialist/cataloging/processing manager, and an account coordinator. Collection development managers are included on an as needed basis. Team members are responsible for managing their assigned resources to complete the project. In turn, each team member works closely with the project manager to ensure compliance to all requirements

As a current customer, Peoria Public Library has an established CLS Project Team as outlined below. Upon award, CLS will work with the library to review your account structure, cataloging profiles, and processing profiles. Based on this review, we will make any updates necessary. Your project manager will work with you, your sales consultant, and the CLS Director of Sales, to determine what steps the CLS project team need to take. Please find your project team resumes in Appendix 7.

Diana Reviello	CLS Project Manager
Amy Bassett	CLS Account Coordinator
Scott Crawford	Director, CLS Sales & Marketing
Jane Herb	Sales Consultant
Penny Ginn	Cataloging Manager
Valerie Stephens	Collection Development Coordinator

a., b. Baker & Taylor will give the library written notice if anyone from the current project management team will have to be removed or replaced.

35. Ordering Process: Baker & Taylor can comply and will only place orders from purchase orders for the awarded material and services that cites the correct contract number.

36. Billing: Please see section Standard Terms and Conditions item 34. Delivery Orders for information on invoices.

39. Cancellation: Baker & Taylor will make every effort to obtain the requested material within the desired time period. However, should requested materials be, for any reason, unavailable to Baker & Taylor, Baker & Taylor will not be held liable for expenses incurred by the Library to obtain materials from other sources or penalties levied.

SCOPE OF WORK

I. Purpose

Baker & Taylor is a full service book and AV distributor who has been supplying materials and shelf ready services to the City of Peoria for over 5 years.

Baker & Taylor began in 1828 as a Hartford, Connecticut bindery and subscription book publisher. Founders, David Robinson and B. B. Barber, then opened a bookstore to distribute their own and other publisher's materials. Seven years later, Robinson and Barber moved their rapidly growing business to New York City. In 1885, James S. Baker and Nelson Taylor acquired the company, which was now focused on the distribution of other publisher's materials. In 1912, B&T discontinued publishing altogether and devoted itself entirely to the wholesaling of all types of library materials. In 1970, W.R. Grace & Co. bought Baker & Taylor. During the '70's and '80's, B&T experienced significant growth, increasing our market share and providing greater breadth of services to all consumers and markets.

B&T senior management and the Carlyle Group acquired Baker & Taylor in 1992 and in July of 2003, Willis Stein & Partners acquired Baker & Taylor. In June of 2006, Castle Harlan, Inc. acquired Baker & Taylor. B&T is headquartered in Charlotte, North Carolina, and operates distribution, technical support, and sales centers worldwide. Our Charlotte location maintains all sales administration, human resources, and finance operations. Book distributions centers are strategically located in New Jersey, Georgia, Nevada, Texas, and Illinois.

Baker & Taylor has a long-standing tradition of being the "any book" wholesaler. We are a leading full-line distributor of books and music products to library facilities, with annual sales of more than 115 million book and media units from over 75,000 publishers and imprints. The oldest book distributor in the United States, B&T has provided economical pricing and excellent services for over 180 years. Our contacts and experience in the library marketplace have enabled us to establish the most comprehensive coverage of materials and range of services in the industry. Currently, our national distribution network is comprised of four book and audio visual distribution centers that maintain a combined inventory of over 18.5 million items representing approximately 820,000 unique media and book titles. We supply all categories of materials for all levels of library patrons, including general adult readers, researchers, professionals, and Children and Teens. In addition to items that are stocked in our distribution centers, we maintain a product database that contains over 5 million items.

CUSTOMIZED LIBRARY SERVICES

Baker & Taylor has been leading the industry in providing libraries customized technical services for over thirty years. We have developed a multitude of innovative services in the area of collection management, cataloging services and technical processing. Due to technological advances and the increased complexity of library operations and projects, Baker & Taylor created Customized Library Services in 1996 to consolidate our valuable resources and experience in order to address the growing demand from libraries for more customized, specialized and unique services. CLS is a separate operating unit, whose sole focus is Opening Day Collections (ODC), Collection Expansions, On-line Cataloging Solutions, Outsourcing Projects and Project Management. Customized Library Services (CLS) has operations in four Baker & Taylor locations; Commerce, GA, Momence, IL, Bridgewater, NJ, and Reno, NV and leverages Baker & Taylor's extensive fulfillment and distribution network to provide total project services. CLS has its own staff of over Baker & Taylor, Inc.

225 trained professionals to perform the unique services to provide complete library solutions. We currently serve over 230 libraries on an ongoing basis and complete over 60 ODC/Collection enhancement projects per year.

II. Scope of Services

1. Baker & Taylor's systems can interface with SIRSI and the corresponding modules in all aspects of the library's workflow. Your CLS Project Team will work with the library to transition to a new Polaris ILS, our systems support interfaces with this ILS as well.
2. Please see Appendix 2 & 3 for discounts and category definitions.
3. Baker & Taylor can comply. Please see our cataloging methodology below for more information.

Customized Library Services' custom cataloging is BAKER & TAYLOR's premier service. CLS has performed on-line cataloging, editing and maintenance for Libraries since 1989. CLS will use one of two methodologies to perform cataloging services. Our preferred method is to access the Library's ILS using the Z39.50 protocol. Customized Library Services has partnered with The Library Corporation (TLC) to create a state of the art cataloging methodology that leverages Z39.50 protocol for accessing the library's database and a resource pool of records from the Library of Congress and any Baker & Taylor created records. This technology allows our CLS catalogers to have access to the most current version of the library's cataloging records without the overhead of being directly online. Records obtained from the Library's database are saved to a library specific work file located in our secure cataloging utility. The records in the work file are used in the creation of spine labels and as a vehicle for providing item-linking information.

Major Features of the CLS Preferred Cataloging Methodology (Z39.50):

Only authorized CLS catalogers have access to the library's database and work file. The cataloger will process material first by searching for a matching record in the library's database and work file simultaneously.

A successful search occurs when our cataloger matches the data elements found in the appropriate record tags. CLS considers the title, author, imprint/publisher, edition and date of publication when matching a record. During the CLS profiling, the project team will document the appropriate attributes for matching records. When a matching record is found, the appropriate item level information (examples: barcode number, list price, collection code, etc.) is keyed and the record is saved to the library's work file.

If a record is not found in the library's database or work file, the CLS Bibliographic Database is searched, followed by LC MARC and the resource databases of TLC. The CLS Bibliographic Database contains all CIP records upgraded to full MARC standards by CLS catalogers, as well as new records created by CLS original catalogers.

If the record is not found in the above resources, the Library may also choose to have CLS search OCLC on their behalf for records not found in the library's catalog. Once a record is located in OCLC it is saved to the Library's work file and the record is updated to the Library's specifications. The option of utilizing OCLC will also help to minimize the

Library's need for original cataloging. Please note that the process of using OCLC is available upon CLS' receipt of a signed third party agreement which grants permission to our catalogers to access OCLC on the library's behalf. There are no additional charges from CLS for this service. However, it should be noted that all corresponding OCLC charges will be the responsibility of the Library. On a regular basis determined by the library, an electronic file is sent to OCLC to update the library's holdings for all contributed records.

When a full matching record is found in one of the resource databases, it is upgraded to meet the library's specifications and the appropriate item tag is keyed. The record is then saved to the library's work file.

If the matching record found is not a full level record, the record is upgraded to meet LC standards and is saved to the CLS Bibliographic Database. The record is then further edited to meet the library's specifications and the appropriate item record is keyed. The record is then saved to the library's work file. However, these records are upgradeable to the Library's local standards. If a matching record cannot be found in the multi-database search string, a request is forwarded to an original cataloger in the CLS department. Our original catalogers will create a record according to AARC2 rules. LC authority files are used to validate author and subject headings. Once the record is created, it is saved into the CLS Bibliographic Review File. Once the record has been reviewed and approved, it is saved in the CLS Bibliographic Database. The library's assigned cataloger is notified and the record will be edited to meet the library's specification and appropriate item tag is keyed.

Every title sent to the library will have a full MARC record with the appropriate item tags. The records will either be new additions to the library's catalog, edited and modified to the library's standards, or existing records from the library's catalog.

When the cataloger has completed the order, laser printed label sets consisting of spine, barcode, bibliographic, and other labels as required by the library are printed. We have enclosed a sample label set in Appendix 6. The barcode is provided in a standard format, with an eye readable number strip available. All other labels are customizable for font, pitch, boldness and italics. Options for label font include Courier, Times New Roman and Arial and pitches 12, 14, 16. For thin books, we can provide one line spine labels and for Picture Books we can provide a larger font author letter spine label. The library will supply a unique barcode range, barcode prefix, and symbology information.

Call number and bibliographic information is extracted directly from the MARC record to ensure accuracy. After the labels are printed, a file of MARC records corresponding to the titles in the order is created. Released records are flagged so they cannot be selected again.

The file of records will be put on the B&T FTP server for the library to retrieve and load. The records are maintained on the Library's work file for historical reference.

4. Baker & Taylor's subscription online database and ordering tool, Title Source3™, facilitates selection and ordering using Baker & Taylor account numbers. The library may order directly from Title Source 3 or download carts into their ILS. Baker & Taylor's Title Source 3 is the most extensive database of bibliographic acquisitions information for U.S.

publications. This subscription database includes book, spoken word audio, DVD, and music CD titles. Each record gives current print status (i.e. Not-Yet-Published, Out-of-Print), in-stock availability, and latest list price. Title information is updated daily.

Title Source 3 is available to the Peoria Public Library at a subscription price of \$1,795/year, which includes 1 administrative and five additional User IDs. In addition, Full Text Reviews including Booklist are available for \$395/year.

Key Features of Title Source 3™ are:

- Updated daily to insure accurate and current information, including in-stock titles, pre-publication, and new release titles
- Rich bibliographic information, including over 2.1 million jacket images in full color, first chapters, annotations, tables of contents, as well as standard bibliographic data such as author, ISBN, price, publisher, and publication
- Fully searchable Tables of Contents (828,000) and Annotations (1.3 Million) Approximately 717,000 full-text reviews, including Kirkus, Library Journal, Publishers Weekly, School Library Journal, Horn Book, Choice, VOYA, BookPage, Foreword, AudioFile and E-Streams
- Automatically access titles by review publication date
- Over 40 search indices, including BISAC, LC and Dewey classes
- Create, merge, copy, export and transfer selection carts. Carts can even be e-mailed to other users
- Download MARC records into your ILS or acquisition system.
- Duplicate checking between orders and selection carts.
- Ordering grid capabilities for the library to track multiple branch distribution of title copies as well as three other user defined fields
- Order grid information may be downloaded to the library's ILS system and/or transmitted to CLS in the electronic order file sent from Title Source 3™.
- Access to Lease Pre-publication lists and Quick Call
- Please see Appendix 8 for new Muze data available for Audio Visual Material.
- Access to lookup ISBN's in library OPAC with one click

Shared Cart Functionality:

- Simultaneous Access to or Sharing of a single cart by multiple users within single TS3™ account.
- Enhanced Duplicate Checking allows a user to perform a duplicate check for a single title before and/or after placing the title in the cart. Those customers using our Grid Distribution system will now see appropriate Grid information displayed in the printable popup window alongside previously provided duplicate information.
- A new Inline Grid Distribution Table is incorporated within the Detailed Title Display to give users the ability to enter multiple rows without having to go to a separate grid screen. It is also available as a popup read-only window for shared grid carts.
- A new Requisition Table for shared non-grid carts displays the requisition information supplied by all users and is viewable within the Detailed Title Display or from a popup window when using the Multiple Title Display. Information collected and displayed for each user includes: quantity, notes, and any Grid entries.
- Administrators and Cart Owners can find and replace Grid entries that may be obsolete.

System Requirements:

- Internet Explorer (version 5.0 or higher)
- An internet connection (56K or higher recommended)

5. A. Baker & Taylor's Project Management team approach is described in response to Item 31, Special Terms and Conditions.

- B.-G. CLS can process materials to the specifications required by the library and as noted.
- I.-J. We currently provide these services to the library. Processing and Cataloging specifications will be reviewed and confirmed upon award of this proposal. The CLS processing workflow is described below.

The CLS department in Reno, NV has over 100 trained professionals staffed to handle the library's customized requirements. These staff members are dedicated to meeting the library's requirements and exceeding your expectations. Our commitment to excellence and doing the job right the first time is unmatched in our industry. After cataloging is complete, the processing department completes the physical processing of each item. The processors review the processing instructions gathered at the site visit. Following these instructions, the processor attaches the spine label, barcode, and any special labels required by the library. After the application of all physical components, the library's materials move to the jacket selection area. Experienced technicians size the books so the appropriate Mylar jacket can be applied to the dust cover of the book. After the material is fully processed, it is ready for the final and most important stage in our CLS process, back audit.

The back audit team is the final step in ensuring the material we ship to the library is of the highest quality and is in compliance with the library's profiled specifications. The CLS back auditors inspect each order by cross referencing the completed processing and the processing instructions gathered at the site visit. Once the library's material passes this stage, the order is ready to be staged for delivery to the library.

H. Book Leasing availability options

Baker & Taylor's Book Leasing Programs provides libraries with an efficient and economical method for maintaining an inventory of the most current, high demand, hardcover titles. Our lease program is clean and simple and is focused on the titles that truly generate higher circulation numbers and satisfy patron demand. We have eliminated the tedious review of management reports and simplified returns tracking via our Quick Returns service. CLS offers the following lease plans: Adults, Children's and Teens, Computer, Spirit, and DVD. Please contact your sales consultant, Jane Herb, for additional information and pricing options.

L. Shipping

Baker & Taylor will send all items Free Shipping, FOB Destination with inside delivery. Ownership transfer and invoicing will occur on the date cataloging and processing is completed and the materials are either shipped or placed in storage at a Baker & Taylor facility. Invoices are mailed to the library at the time invoicing occurs. Staff accounts, offered as a courtesy to our customers for personal use, will receive F.O.B. Shipping Point, Charge Shipping and will be taxed as appropriate.

While there is no fuel surcharge associated with shipments today, we reserve the right to reevaluate shipping services related to the account and to implement fuel surcharges in the future.

- M. Desktop delivery -
CLS will employ the appropriate amount of resources to maintain the fastest possible turnaround time. Our average turn around for fully cataloged and processed material is 15-20 days after receipt of material from the publisher. While it will be our target to get material cataloged and processed within the time frame above, based on operational and fulfillment conditions, this goal might not be obtainable 100 percent of the time

This statistic applies to orders for in-print and available materials.

- N. Baker & Taylor can comply with the 4% cataloging error rate. Your project manager will work with the library to define what constitutes an error and the reporting process.

6. Please see Appendix 3 for Baker & Taylor's category definitions.

III. Submittal Requirements (Per Special Terms and Conditions, Item 10)

10.a

- i. Baker & Taylor's Response to the Scope of Work has been enclosed.
- ii. Baker & Taylor's Project Management team approach is described in response to Item 31, Special Terms and Conditions. Team Resumes are provided in Appendix 7.
- iii. Baker & Taylor has described our approach to profiling the library's requirements and setting up delivery timeframes for materials. Should Baker & Taylor be awarded, our service to the library could be uninterrupted, depending on the extent of any library requirement changes. However, even profile changes should be able to be implementing quickly.
- iv. Our fee proposal has been enclosed:
 - Appendix 1 - CLS Shelf Ready Services
 - Appendix 2 - Terms and Conditions
 - Appendix 3 - Baker & Taylor Category Definitions
 - Appendix 4 - Baker & Taylor's Enhanced Services Program
- v. The library's project management team is an invaluable resource. The library will work with Baker & Taylor to review and approve detailed collection development, cataloging, and processing specifications. The appropriate library staff will meet via conference calls with your B&T project team on a scheduled basis to ensure our services meet the library's needs. Your staff's largest time commitment will be profiling the cataloging and processing requirements and placing the normal library orders.
- vi. References have been listed on the Questionnaire; please let us know if you need any further information.

QUESTIONNAIRE

Baker & Taylor has provided any exceptions to the terms and conditions listed in the library's document or clarifications of our services within our response.

APPENDIX 1
PRINT MATERIAL PRICING PROPOSAL

Based on the information contained in your RFP P09-0023, we are pleased to propose the following pricing for **print and spoken word material**. BAKER & TAYLOR/CLS reserves the right to adjust pricing if the Library's requirements change at any time throughout the project. Should the library require additional services in collection development, cataloging, processing, reporting, storage, or shipment, BAKER & TAYLOR/CLS may adjust pricing accordingly. If the library system cannot be accessed via our Z39.50 methodology, then CLS may discuss alternative methodologies for system and shelf ready material. It should be noted that the cost for an alternative methodology other than what is outlined within this proposal, would be different than the pricing quoted below. All items will be supplied by CLS unless otherwise noted:

ONGOING COLLECTION SERVICES.....\$4.75/UNIT

INCLUDES:

1. ADAPTIVE AND COPY CATALOGING WITH CIP UPGRADES WHERE NEEDED, UTILIZING Z39.50 PROTOCOL
2. ITEM LINKING
3. PROJECT MANAGEMENT SUPPORT
4. BARCODE LABELS
5. RFID THEFT DETECTION
6. SPINE LABEL
7. CUSTOMER SUPPLIED LABELS
8. J LABEL
9. LARGE PRINT LABEL
10. REFERENCE LABEL
11. BRANCH LABEL
12. TEEN LABEL
13. STAMPING
14. MYLAR JACKET
15. LABEL PROTECTORS
16. SPINE TAPE QUALITY TRADE PAPERBACKS

ADDITIONAL SERVICES AT THE LIBRARY'S REQUEST:

SPOKEN WORD/JUVENILE KITS CATALOGING AND PROCESSING (ADDITIONAL)	\$2.25/UNIT
VINABIND (ADDITIONAL)	\$4.75/UNIT
KAPCO (ADDITIONAL).....	\$1.99/UNIT
ORIGINAL CATALOGING	\$10.00/TITLE

- ◆ BAKER & TAYLOR'S PAYMENT TERMS ARE NET 30 DAYS FROM THE DATE OF INVOICE. OWNERSHIP TRANSFER AND INVOICING WILL OCCUR ON THE DATE CATALOGING AND PROCESSING IS COMPLETED AND THE MATERIALS ARE EITHER SHIPPED, OR PLACED IN STORAGE AT A BAKER & TAYLOR FACILITY. IF STORAGE IS REQUIRED, BAKER & TAYLOR WILL STORE THE MATERIALS IN A FULLY INSURED AND CLIMATE CONTROLLED FACILITY UNTIL THE DESIRED SHIPMENT DATES. INVOICES ARE MAILED TO THE LIBRARY AT THE TIME INVOICING OCCURS.
- ◆ FOR THOSE RECORDS WHERE CATALOGING IS NOT AVAILABLE IN THE LIBRARY'S DATABASE OR B&T'S CATALOGING UTILITY, CLS WILL PROVIDE AN ORIGINAL CATALOGING RECORD FOR \$10.00/TITLE. TITLES REQUIRING ORIGINAL CATALOGING WILL BE PRICED SEPARATELY AT \$10.00/TITLE FOR THE FIRST COPY OF EVERY TITLE ORDERED. IF MULTIPLE COPIES OF A TITLE ARE ORDERED, THE \$10.00 CHARGE WILL ONLY APPLY ONCE, HOWEVER, THE COMPREHENSIVE CATALOGING AND PROCESSING CHARGE WILL APPLY TO EACH UNIT INCLUDING THE INITIAL UNIT THAT RECEIVES THE \$10.00 CHARGE.

APPENDIX 2

Baker & Taylor, Inc.

Discount Terms and Conditions of Sale (Firm Order & Continuation Services Book)
Peoria Public Library, AZ

Baker & Taylor, Inc. is pleased to offer the discount terms and conditions listed below. The pricing grid below provides discounts for each product category offered by Baker & Taylor.

Product Category	Category Definition *	Price Indicator	Discount
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction)	0 (zero) (Hardcover Trade Editions) C (Hardcover Computer Books)	1-3 copies 41.0% 4+ copies 43.0%
II.	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction)	J	1-3 copies 41.0% 4+ copies 43.0%
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	B (Paperback Trade Editions) C (Paperback Computer Books)	1 copy 25.0% 2+ copies 41.0%
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	G	1 copy 25.0% 2+ copies 41.0%
V.	Mass Market Paperback Editions	P	1 copy 25.0% 2+ copies 41.0%
VI.	Single Edition Reinforced (Juvenile)	R	17.0%
VII.	Publisher's Library Edition (Juvenile)	Z	17.0%
VIII.	University Press Trade Editions	A	10.0%
IX.	Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (May be of any binding and includes non-trade University Press titles and some spoken word audio)	S/X/N (Text, Technical, or Reference Editions) L (Hardcover Editions from Small, Specialty Publishers and/or Titles of Limited Demand) M (Paperback Editions from Small, Specialty Publishers and/or Titles of Limited Demand) V/T (Returnable Specialty Textbooks) 5/6/8 (Professional Medical Titles)	S = 5.0% X = 5.0% N = 0.0%*** L = 0.0% *** M = 0.0% *** V = 0.0% **** T = 0.0% 5 = 0.0% 6 = 0.0% 8 = 0.0%
X.	Imported English and Non-English Language Editions	F/K/1/3	F = 0.0% K = 0.0% 1 = 0.0% 3 = 0.0%
XI.	Enhanced Service Program	Y / Q	0.0 % plus \$4.95/unit*****
XII.	Spoken Word Audio (primarily abridged)	H	45.0%
XIII.	Board Books	I	17.0%
XIV.	Novelty Items/Activity Books	I	17.0%
XV.	Special Programs, such as: - PawPrints Editions - BT Bound Editions - Playaways all editions	D E	D = 0.0% E = 25.0% 18.1%

* Please see category definitions, which are attached hereto and incorporated herein by reference.

** Titles which receive minimal publisher discount will be invoiced at publisher's list price.

*** Represents publishers with limited sales volume, based upon a semi-annual review and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Also represents individual titles which do not qualify for preferred stock status, based upon quarterly review. These titles may be of any binding type or publisher of origin.

**** Titles noted as non-returnable will be invoiced at publisher's list price.

***** Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price plus \$4.95/unit service charge. Please note that for purposes of entering this service charge into the B&T Link or The Title Source systems, the software requires that the service charge be entered as a negative number (- 4.95) in order to add the \$4.95 service charge to the list price of the book.

***** Unless otherwise indicated, Replica Books are priced at 5% off Baker & Taylor's list price.

Baker & Taylor, Inc.
Discount Terms and Conditions of Sale (Firm Order Book)

Also, please note that:

- Publisher's list price is subject to change without notice.
- Except where otherwise noted, book discounts are applied to current publisher's list price at the time of shipment.
- Baker & Taylor reserves the sole right to be the final determinant of product categories, category definitions and price indicators. The discounts vary based on this determination.
- Titles are categorized by Baker & Taylor for pricing purposes by considering the binding, general marketing categories, demand for certain titles, preferred stock status, cost of acquisition, cost of distribution, and the size or type of publisher, as well as factors related to relationships with publishers such as shipping terms, payment terms, publisher's discount, returnability to publishers and other factors.
- Product categories, category definitions and price indicators are subject to change at Baker & Taylor's sole discretion, without notice, based upon the above-described factors for categorizing titles.
- For domestic titles where no publisher list price is assigned by the publisher, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For imported titles where no publisher list price is assigned by the publisher for the U.S. market, Baker & Taylor will assign such titles a U.S. dollar price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For PawPrints and Replica Books, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- Titles of limited demand or from small or specialty publishers generally are included in Product Category IX or Product Category XI.
- The discount terms and conditions listed do not apply to Baker & Taylor's Continuations or Approval Programs.
- Baker & Taylor provides an invoice that identifies the publisher's current list price, the discount offered, and the exact price charged for each title ordered.

Free Shipping

While there is no fuel surcharge associated with shipments today, we reserve the right to reevaluate shipping services related to the account and to implement fuel surcharges in the future.

APPENDIX 2

TERMS AND CONDITIONS OF SALE – AUDIO VISUAL MATERIAL

Please refer to the following Terms and Conditions of Sale for the discounts offered to the Peoria Public Library for **Audio Visual Material**.

Media Type	Price Range	Discount off Current Producer's List Price
DVD	Any Price	25.0%*
Music CD	Any Price	26.0%*

List prices used for calculating discounts are manufacturers' current, suggested list prices, where available. Where no list price is supplied by the manufacturer, a list price will be assigned by Baker & Taylor.

*AV titles with minimal discount or supplier restrictions or titles from small, specialty vendors will be invoiced at Manufacturers Suggested Retail Price.

APPENDIX 3

CATEGORY DEFINITIONS

- I. **Adult Trade Hardcover Editions (0, C)** (*may include some spoken word audio materials*)
High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: The Broker by John Grisham, ISBN: 0385510454.
- II. **Juvenile Trade Hardcover Editions (J)**
High demand, juvenile materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: A Light in the Attic by Shel Silverstein, ISBN: 0060256737.
- III. **Adult Quality Paperback Editions (B, C)**
High demand paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: Bridget Jones's Diary by Helen Fielding, ISBN: 014028009X.
- IV. **Juvenile Quality Paperback Editions (G)**
High demand, juvenile paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: Charlotte's Web by E.B. White, ISBN: 0064400557.
- V. **Mass Market Paperback Editions (P)**
A standard rack size paperback typically found in bookstores or other retail outlets. An example of a mass market paperback would be: The Girl Who Loved Tom Gordon by Stephen King, ISBN: 0671042858.
- VI. **Single Edition Reinforced (R)**
A high quality binding designed to provide a long shelf life in a heavy use environment. Although the binding is fanned and glued it may not be sewn, which is typically found in the publisher library edition. Subject content can include both fictional and non-fiction works appealing to juveniles as well as adults. These bindings are identified by the publisher to Baker & Taylor. An example of a single edition reinforced binding would be: Bunnica Strikes Again! By James Howe, ISBN 0689814631.
- VII. **Publisher Library Editions (Z)**
Fiction as well as non-fiction materials appealing to both juveniles and adults, designed with the rugged durability required of the environment typically found in a library setting. Publisher Library Editions are traditionally of the highest quality, usually fanned, sewn and glued to provide the greatest possible shelf life of any binding. These bindings are identified by the publisher to Baker & Taylor. An example of a publisher library edition would be: If You Give A Pig A Pancake by Laura Joffe Numeroff, ISBN: 0060266872.
- VIII. **University Press Trade Editions (A)** (*may include some spoken word audio materials*)
This category would include any University Press Trade Editions, both adult and juvenile, and are subject to publisher reclassification. An example of a university press trade edition would be: The Art of Teaching by Oxford University Press, ISBN: 0195169697.
- IX. **Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (S, X, N, L, M, V, T, 5, 6, 8)**
Category of materials includes, but is not limited to, text, technical, reference, professional medical, small press, and some university press titles (excluding University Press Trade Editions). It includes titles purchased from publishers on a non-returnable basis, those publishers that extend little discount to Baker & Taylor, and publishers whose titles have limited sales volume based upon a semi-annual review. It includes individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Additionally, any publisher which is not in compliance with some of Baker & Taylor's purchasing requirements could be in this category. Materials in this category are both adult and juvenile and may be of any binding. Examples within this category would be: The Merck Index, ISBN: 0911910131, Strategies That Work, ISBN: 1571103104 and Beauty and the East ISBN: 1566563879.
- X. **Imported English and Non-English Language Editions (F,K,I,3)**
Titles produced and distributed outside of the domestic US. These titles may be of any binding type and represent various publishers.
- XI. **Enhanced Service Program Titles (Y/Q)**
This category includes materials where Baker & Taylor receives no discount from the publisher, or prepayment is required by the publisher, or publishers which have restrictions on returns, or books of small or non-commercial publishers with limited sales volume based upon a semi-annual review. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will receive no discount and are subject to a service charge. An example within this category would be: Paths to Recovery, ISBN: 0910034311.
- XII. **Spoken Word Audio (H)**
Primarily abridged materials designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles can be either fiction or current non-fiction. An example of a primarily abridged spoken word audio would be: The Broker by John Grisham, ISBN: 0739316443.
- XIII. **Board Books (I)**
Durable materials from widely distributed domestic publishers designed for young children; pages are manufactured of heavy gauge cardboard to prevent tearing. These editions typically feature few pages, simple themes and colorful illustrations or photographs. An example of a board book would be: Runaway Bunny by Margaret Wise Brown, ISBN: 0061074292.
- XIV. **Novelty Items/Activity Books (I)**
Specially packaged gift set or novelty item related to a book product or attached as an accessory to a book product. These items would include a book with toy, rag books, washable cloth books, books with accessories or kits, electronic sound books, sticker books, tracing books or coloring books. This category also includes any non-book merchandise such as model kits, hobby kits, flash cards or jigsaw puzzles. An example of an item in this category would be: Pom Pom Pets by American Girl, ISBN 1593691513.
- XV. **Special Programs (D and E)**
Programs, formats, or editions offered only by Baker & Taylor or not included in any other category. These programs include but may not be limited to PawPrints, BTBound, and Replica Books editions. Examples of items in this category would be: Clifford's Valentines Day by Norman Bridwell, ISBN 1435201736 (PawPrints prebound edition) and Mr. Putter and Tabby Spin the Yarn by Cynthia Rylant, ISBN 1417795565 (BTBound prebound edition)

APPENDIX 4

Baker & Taylor, Inc.'s ENHANCED SERVICES PROGRAM

Baker & Taylor is pleased to offer a service that will save your library time and money when procuring titles from small and hard to find publishers. By utilizing B&T's vast publisher and title database, the library can purchase a wide variety of low demand and small print run titles from associations and limited edition, prepayment, and non-returnable publishers.

Baker & Taylor's Enhanced Services Program provides the library with access to millions of active book titles representing over 66,000 imprints. This breadth of coverage is greater than that of any other book industry wholesaler.

The "ESP" program builds on B&T's already outstanding publisher relations by:

- Expanding our vendor relations team responsible for the follow-up of all publisher orders, improving the speed of delivery of all titles to the library;
- Widening our publisher base to include hundreds of small non-commercial publishers formerly considered apply direct by the book industry; and
- Increasing our reporting capabilities by providing order status reports for 100% of all titles not yet published and by supplying anticipated publication release dates for all out of stock items.

This category includes material where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or books of small, limited in demand and/or non-commercial publishers. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will be invoiced at list price plus \$4.95/unit service charge.

For libraries concerned about purchasing these types of titles, B&T's Title Source for Windows can assist the librarian in researching a particular item's category and format. Surcharge titles will appear with a Y or Q in the discount code field. Additionally, you may contact your Customer Service representative or Information Services via phone, fax, or e-mail (btinfo@btol.com) to determine surcharge titles before placing an order.

As a convenience to the library, B&T can exclude these titles from all orders by adjusting your account profile setup. Please contact your Customer Service Representative for additional information.



Institutional Returns Policy

(Revised July 2006)

The following guidelines are required to ensure prompt handling of your return. All product returns (**excluding Book Leasing programs**) require prior authorization from a Customer Service Representative. *You may contact your appropriate representative via the toll-free number listed on your packing list.*

How to Obtain Return Authorization

Please use the Return Authorization Form from your shipment's packing list to make all returns. Contact your Customer Service Representative for return authorization. *All claims must be made within 45 days from the date of invoice.*

1. When calling for return authorization, please have the following information available:
 - A. Return Authorization Form
 - B. Your account number and ATS# from the shipment's packing list (located mid-page under the Return Authorization Form explanation)
 - C. Reason for the claim/return
 - D. Action being requested -
 1. Replacement of product
 2. Credit to your account; no replacement product necessary
2. Your Customer Service Representative will assign your return an authorization number (RTA#). To expedite the process, please clearly mark the RTA# on the Return Authorization Form and on the outside of the carton in the upper right corner from the shipping label.
3. Make your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.
4. ***Products incorrectly shipped by Baker & Taylor may be returned with authorization within 45 days of the product's date of invoice.*** Product(s) meeting the definition of Publisher defective may be returned with prior authorization within six months of the product's date of invoice. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable.

DAMAGED SHIPMENTS: If you receive a damaged carton(s) which resulted in damaged product(s), please hold the product(s) and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your Baker & Taylor Customer Service Representative via the toll-free number listed on the packing list.

CLAIMING SHORTAGES: Please check your packing list or invoice before claiming shortages. *All claims must be made within 45 days from the product's invoice date.* Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for as received from the Carrier are not claimable as shortages from Baker & Taylor.

INTERNATIONAL CUSTOMERS ONLY: For information on making returns of damaged, defective, or incorrect products, please contact your local International Sales Office or our International Customer Service Department in Momence, Illinois (FAX: 815-472-9886). You may also refer to the website at <http://www.btol.com/international/return>.

All returns should be sent to:

**Baker & Taylor
Department R
251 Mt. Olive Church Road
Commerce, GA 30599**

BAKER & TAYLOR VIDEO & GAME RETURN POLICY

GENERAL GUIDELINES

All returns must be requested by calling customer Service to receive a Return Authorization (RA) number. Please have your phone & account number ready - all products must refer to a specific invoice number.

All returns must be shipped prepaid to the designated returns center with the RA number clearly marked on the outside of the box. Baker & Taylor cannot assume any liability for returns lost in transit. Shipments of returned product should be insured and you should retain the insurance receipt until credit is received from B&T.

All returns must have a packing slip enclosed which provides customer number, customer name, RA number, and reason for return, and lists each title, name, item number and quantity returned.

RA numbers are not reusable. Each new return must have a separate RA number.

RA numbers are only valid for 30 days. Product returned on expired RA's is subject to refusal by B&T.

Products must be returned with the original manufacturer shrink-wrap intact (defective returns excluded). Furthermore, it must be free of all customer-applied materials (stickers, hang tabs, etc.). Returns not complying with this requirement will be subject to a refurbishing charge of .25 per unit for removal of such materials. We reserve the right to refuse to accept any product that we cannot restore to a fully saleable condition.

Product returned that does not comply with the above guidelines will be refused.

B&T does not allow deductions to be taken without the issuance of an appropriate credit memo.

Certain studio programs may have special return restrictions or guidelines. Please check with a representative for specific details.

OVERSTOCK RETURNS

Overstock returns of unopened, factory sealed, active DVD product purchased from B&T may be returned for credit. No overstock returns are allowed on VHS, games, game hardware, software, or inactive product.

During the months of January, April, July and October you may submit, for approval, a list of DVDs purchased from us up to a total value not to exceed 3% of your net purchases of that product format in the previous quarter.

The 3% return allowance amount is non-cumulative and must be used under one quarterly RA number and return shipment.

Due to manufacturer policies, we are unable to price-protect product that has been reduced in price. Credit will be issued at the purchase price or the current selling price, whichever is lower.

All overstock returns are subject to a 5% restocking charge.

Product that has been deleted from our active catalog cannot be returned.

Product from some studio bonus goods programs may not be returnable. Please check with a representative for specific details.

DEFECTIVE RETURNS

All defective returns will be replaced on a one-for-one basis with identical product.

You must initiate a claim with the carrier for all products that are damaged in transit. We suggest that you retain the original shipping container and notify the carrier (UPS, USPS, etc.) immediately upon receipt of damaged goods. BTE cannot issue credit for carrier-damaged goods.

Defectives must be returned with the original manufacturer cases, sleeves, or cartons. In the case of a defective on a multi-piece title, all pieces must be returned.

Due to manufacturer guidelines, product that exhibits any of the following characteristics is *not* acceptable for return as a defective:

- Not in original packaging
- Cracked/crushed discs or cassettes
- Customer damaged product
- Excessive use / abuse

A true acceptable defective is a disc, game, or cassette that has been played once and displays one of the following:

- Won't play
- No audio or garbled audio
- Picture freezes or is distorted
- Different title on disc or tape
- Film or contents incomplete

Any product rejected by the manufacturer for nonfactory defects will be returned and rebilled to you.

MISSHIP RETURNS

Misships are product shipped to you as a result of our error. Overbuys by you or special orders that are not accepted by your customers do not constitute misships.

All requests for misship RA numbers must be called in within seven days of receipt of goods. Have your invoice number ready and the reason for misship (picking error, never ordered, etc.).

Only new, unopened, factory shrink-wrapped product may be returned as misships. Prior to breaking the seal or shrinkwrap on any product, it is your responsibility to review the validity of the shipment received.

REFUSALS

In the case of multiple refusals B&T reserves the right to limit or cancel all future shipments.

Your cooperation in following these procedures will help ensure speedy processing of returned merchandise.

A current version of our return policy is available on our website: WWW.BTOL.COM.

B&T reserves the right to modify this policy in part or in whole at any time.

Baker & Taylor Entertainment Audio Return Policy

General Guidelines

1. All returns must be requested by calling your Customer Service Representative to receive a Return Authorization (RA) number. Please have your account number ready.
2. All returns must be shipped prepaid to the designated regional audio return center with the RA number clearly marked outside the box. BTE cannot assume any liability for returns lost in transit. Shipment of return product should be insured and you should retain the insurance receipt until credit is received from BTE.
3. All returns must have a packing slip enclosed which provides customer number, customer name, RA number, reason for return, and lists each title, by manufacturer, item number and quantity returned.
4. RA numbers are not reusable. Each new return must have a separate RA number.
5. RA numbers are only valid for 30 days. Product returned on an expired RA is subject to refusal by BTE. Product must be returned with the original manufacturer shrink-wrap intact (defective returns excluded). Furthermore, it must be free of all customer-applied materials (stickers, hang tabs, etc.). Returns not complying with this requirement will be subject to a refurbishing charge of .40 per unit for removal of such materials. We reserve the right to refuse to accept any product any product that we cannot restore to a fully saleable condition.
7. Product returned that does not comply with the above guidelines will be refused.
8. BTE does not allow deductions to be taken without the issuance of an appropriate credit memo.

Overstock Returns

1. Overstock returns can be requested on a monthly basis. Return allowances are 10% of the previous monthly audio net purchases. For further details, contact your Baker & Taylor Audio sales representative. The 10% return allowance amount is noncumulative and must be used under one monthly RA number and return shipment.
3. Due to manufacturer policies, we are unable to price-protect product that has been reduced in price.

Credit will be issued at the lower purchase price or the current selling price.

4. All overstock returns are subject to a 7.5% restocking charge.
5. Each audio configuration requires a separate RA number from BTE. Example: compact disc, cassette and cassette singles.
6. Product that has been deleted from our active catalog cannot be returned.

Defective Returns

1. You must initiate a claim with the carrier for all product that is damaged in transit. We suggest that you retain the original shipping container and notify the carrier (UPS, USPS, etc.) immediately upon receipt of damaged goods. BTE cannot issue credit for carrier-damaged goods.
2. All defectives must be accompanied by a note (sample attached) describing the nature of the defect.
3. Defectives must be returned with original manufacturer sleeves, cases or cartons. In the case of a defective on a multipiece title, all pieces must be returned.
4. Due to manufacturer guidelines, product that exhibits any of the following characteristics is *not* acceptable for return as a defective:
 - Excessive use/abuse
 - Evidence of tampering
 - Not in original packaging
5. Any product rejected by the manufacturer for nonfactory defects will be returned and rebilled to you.

Misship Returns

1. Misships are products shipped to you as a result of our error. Overbuys by you of special orders that are not accepted by your customers do not constitute misships.
2. All requests for misship RA numbers must be called in *within seven days* of receipt of goods. Have your invoice number ready and the reason for misship (picking error, never ordered, etc.).
3. Only new, unopened, factory shrink-wrapped product may be returned as misships. Prior to breaking the seal or shrinkage on any product, it is your responsibility to review the validity of the shipment received.

Refusals

1. In the case of multiple refusals, BTE retains the right to limit or cancel all future shipments.

Your cooperation in following these procedures will help ensure speedy processing of returned merchandise.

Thank you.

APPENDIX 6

SAMPLE LABEL SET

COM123450

HAKE
Hake, Cathy Marie.
Fancy pants /

Chesterfield Public Library
One Ocean City Parkway
Toms River, NJ 12021

HAKE

H

MAIN

MYSTERY

HAKE



20326047089

Actual Label Set Has Been Enclosed with the Original Copy.

APPENDIX 7

PROJECT TEAM RESUMES



RESUMÉ

Name: Diana Reviello

Job title: Project Manager

Years of experience in this position: 6 years

Years of library experience: 21 years

Years of experience with Baker & Taylor: 25 years

Experience:

**2002 – Present CLS Project Manager,
Baker & Taylor**

- Responsible for the complete management of all phases of a CLS project. Each project is assigned a manager during the services proposal process. Upon award of the project to B&T, the project manager puts together the appropriate project team. This team includes at a minimum a Collection Development Manager, Automation Manager, Cataloging and Processing Manager, and Acct. Coordinator. Manages the coordination of all aspects of the project and communication with library management.
- Develop task lists, resource assignments, plans and schedules that comprise the complete project plan.
- Manage multiple Opening Day Collection projects. Manage all projects from proposal through opening.

1997 – 2002 Manager, CLS Customer Administration, Baker & Taylor

Customer Administration performs all customer service functions for all CLS customers. Responsible for account set up and control, order management, fund control and reporting, and day-to-day tracking and reporting on all ODC and online cataloging projects. Manages a supervisor, three clerical assistants, and a staff of twelve account coordinators that are assigned Opening Day Collection or ongoing projects. Develops special customized management reporting solutions of customer' unique requirements.

1996 – 1997 Manager of Application Developing Testing, Baker & Taylor

Managed department of technical business users responsible for new application testing and project implementation. Developed extensive test plans to perform application testing, system testing, integration testing, and regression testing. After the application has completed user and system testing, this group works directly with BetaTest customers to assure application stability before full market roll-out.

1995 – 1996 Manager, Training for P2000 Application Development Project, Baker & Taylor

Responsible for the development of training materials and manuals for the new systems developed under the P2000 project. This project developed an entirely new set of integrated software applications to support our business. Responsible for training the trainers that trained our employees for our implementation process.

**1990– 1995 Manager, Customer Relations/Order Processing
Somerville Service Center, Baker & Taylor**

Managed a staff of 20 that provided the customer service function for the B&T's Northeast distribution center.

**1985 – 1990 Supervisor, Order Processing
Somerville Service Center, Baker & Taylor**

1983 – 1985 Order Entry Representative

Somerville Service Center, Baker & Taylor

1979 – 1982

**UPS
Cleveland, OH**

1976 – 1978

**Head Women's Coach,
NCE School of Business, Omaha, NE**

1974 – 1976

**Teacher, Sacred Heart High School & Middle School,
Gallup, NM**

**Educational
Background:**

1973 BS in Education, University of Nebraska,
Lincoln, NE



Customized Library Services

a unit of Baker & Taylor, Inc.

RESUMÉ

Name: Amy Bassett

Job title: ODC Account Coordinator

Years of experience in this position: 3 year

Years of library experience: 17 years

Years of experience with Baker & Taylor: 22 years

Experience:

2004 – Present ODC Account Coordinator, Baker & Taylor

- Organizes all customer account information
- Gather and create detailed documentation of all account requirements
- Develop and lead work teams for all accounts
- Prepare and audit entry and flow of orders
- Maintain customer database
- Meet Service Level Agreements
- Oversee creation of prototypes and acquire sign-offs
- Provide manager with account updates and perform other management support tasks
- Write procedure documentation
- Provide fund accounting reports

1990-2003 Value Added Services Lead, Baker & Taylor

- Monitored the work flow within the department to meet SLA's.
- Provided support/backup for supervisor/manager in his/her absence.
- Assisted with evaluations, attendance records, daily performance results and orientation for new employees.
- Interacted with customers/suppliers both internal and external, research problem orders.

1985-1990 Copy Cataloging CLS, Baker & Taylor

- Maintained customer's cataloging database based on local library practices for projects and accounts

Educational Background:

- Graduated Banks County High School in 1985.
- Multiple classes on Leadership in Business



RESUMÉ

Name: Scott Crawford

Job title: Director, Sales, CLS

Years of experience in this position: 5 years

Years of library experience: 12 years

Years of experience with Baker & Taylor: 12 years

Experience:

2002-Present

**Director, Sales, CLS
Baker & Taylor**

- Responsible for:
 - Creating strategic development plans for
 - Creating and Managing a dedicated Sales force
 - Developing marketing programs for CLS services
 - Developing training programs for B&T Books sales personnel
 - Managing the B&T sales efforts in Western US; developing and tracking sales leads and implementing customer specific sales strategies
 - Coordinating sales administration
 - All CLS pricing in Western US
 - Managing the development of services proposals
 - Developing CLS services presentations

1998 – 2002

E-Business Manager of Sales & Marketing, Western US, Baker & Taylor

- Responsible for:
 - Creating strategic development plans
 - Developing marketing programs for E-Business services
 - Developing training programs for sales personnel
 - Managing the B&T sales resources that support the E-Business organization; developing and tracking sales leads and implementing customer specific sales strategies
 - Coordinating E-Business sales administration
 - All E-Business pricing
 - Managing the development of services proposals
 - Developing E-Business services presentations
 - Coordinating customer site visits

1996 – 1998

Territory Sales Representative, Baker & Taylor

- Responsible for:
 - Implementation of new products and services.
 - All sales activities in assigned territory.
 - Territory: Southern/Central California, Utah, Arizona

1995 – 1996

Pricing Services Representative, Baker & Taylor

- Responsible for:
 - Preparation of all contractual bid and RFP responses.
 - Financial analysis of profitability statements for both company initiatives and account specific goals.

Educational
Background:

1994 BS Finance
University of Tennessee

Professional
Memberships:

ALA, PLA, TLA, CLA, AZLA



Customized Library Services

a unit of Baker & Taylor, Inc.

Name: Penny Ginn

Job title: Manager, CLS Customized Cataloging Services

Years of experience in this position: 12 years

Years of library experience: 23 years

Years of experience with Baker & Taylor: 23 years

Experience:

1995 – Present Manager, CLS Customized Cataloging Services, Baker & Taylor

- Directly responsible for the day-to-day operations of CLS cataloging functions. Train, support, and supervise personnel in the use of online database systems. Procure, set up, and maintain equipment used to link the CLS cataloging department to the customer's automation system.
- Cataloging manager assigned to most projects to make site visits, document customer requirements, and set up B&T internal handling process.
- Develop processes and procedures for each and every customer project to assure efficient handling and quality services for every customer.
- Responsible for the expansion of CLS cataloging services to all of the B&T distribution centers.
- Manages the workflow between CLS processing operations.
- Responsible for the complete training of all cataloging personnel on the specific customer requirements, the CLS Cataloging Utility, customer integrated library system, and basic cataloging.

**1987 – 1995 Cataloging Research Analyst,
Baker & Taylor**

- Responsible for learning each new customer's automated library system and local cataloging practices.
- Search customer database to locate a matching bibliographic record
- Create item records for each book in the library collection
- Edit records to apply customer's local cataloging practices
- Responsible for maintaining the integrity of the customer's database

1984 – 1987 Various Positions, Baker & Taylor

- Telemarketing
- Order Checking
- Order entry
- Receiving
- Picking
- Processing
- Packing & Shipping

**1981 – 1984 Manager,
Body Works Health Club, Athens, GA**

Educational Background: 1974-1976 Pursued Degree in Education,
Riverside City College, Riverside, CA

1978-1980 Pursued Degree in Education,
Arkansas State University, Jonesboro, AR



Customized Library Services

a unit of Baker & Taylor, Inc.

RESUMÉ

Name: Valerie Stephens

Job title: Collection Development Librarian

Years of library experience: 3 years

Years of experience with Baker & Taylor: 3 years

Experience:

4/2005 – Present

Collection Development Librarian, Baker & Taylor

- Assess and profile client libraries and use the information to assemble unique selection media for creating Opening Day Collections and Ongoing library projects.

6/2004 – 6/2005

Adult Services/Reference Librarian Technician, Montclair Public Library

- Fielded and answered reference queries from the public.
- Aided department head with collection development.
- Assisted patrons in locating print and audiovisual material.
- Instructed patrons in the use of the computer system.
- Supported circulation staff.
- Performed Reader's Advisory services.

2000-2002; 2003-2004

Inventory Supervisor, Borders Books and Music, Livingston, NJ

- Supervised work of special processes team which included receiving and sorting shipments, shelving merchandise, packing and shipping returns, ordering merchandise, customer service, magazine, distribution, filing claims.
- Worked with management team to develop and implement plan for yearly inventory control.
- Assisted with product merchandising.

Educational Background:

2005

MLIS, Rutgers, the State University of New Jersey, School of Information and Library Science

1989

BA, Boston College – Degree in Theatre Arts

APPENDIX 8

MUZE DATA AVAILABLE FOR AUDIO VISUAL MATERIAL

Enriched Muze Content

What is enriched Muze content?

[\[Top Index\]](#)

Baker and Taylor's partnership with Muze, Inc. enables us to broaden the scope of product information beyond what was previously available for B&T's entertainment products. We call it "enriched" because the level of detail is phenomenal. Not only do we indicate the starring artists, but we include other artists, their role, and other roles for which they have acclaim.

For example: Producer: **Bruce Hendricks** Director, **ULTIMATE X: THE MOVIE**.

This can significantly enhance customer knowledge and product awareness before purchasing decisions are made.

What type of Muze content is available?

[\[Top Index\]](#)

Muze has arguably the industry's richest content for current Music and Video products. Some of our AV products do not have Muze content available, however the vast majority does, and it is accessible on TS3 via the Detail View. Because seeing the data and how it's displayed is convincing, we have included links to several examples of TS3 screen snapshots at the end of these Release Notes. [See them now](#)

This is a high-level view of what types of enriched data is available.

Videos and Movies:

- Detailed Product Description: Video
- Awards
- Contributors
- Commentary and Reviews
- Similar Video Releases

Popular Music:

- Detailed Product Description: Popular Music
- Commentary and Reviews
- Essential Artists
- Track Listing

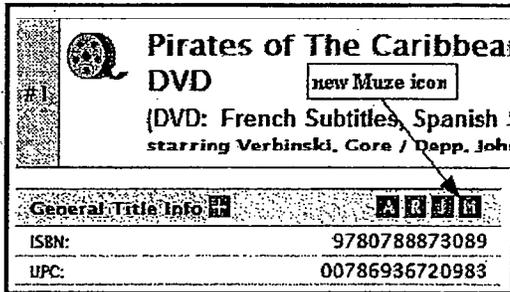
Classical Music:

- Detailed Product Description: Classical Music
- Commentary and Reviews
- Classical Works

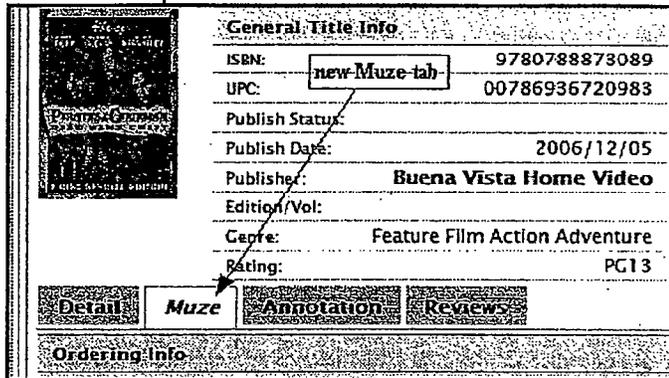
How do I know when Muze content is available for a product? [\[Top Index\]](#)

Availability of content for any product is indicated in TS3 by the new "M" icon on the Extended View and by the existence of a new "Muze" tab or panel on the Detail View. Neither will display if the title does not have Muze content available.

New "M" icon on the Extended View



New "Muze" tab or panel on the Detail View



Who can access Muze content? [\[Top Index\]](#)

To access the Muze content TS3 customers must have the "Muze-enabled" option set by B&T. That option enables each of the customer's user IDs to access the enriched content for AV products.

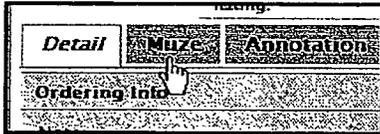
Option is available to all TS3 subscription levels (*Basic, Silver, and Gold*).

Option is available to all TS3 Market Editions (*Library, Retail, and Academic*).

How do I access Muze content?

[\[Top Index\]](#)

Available Muze content is displayed within the Muze panel on the Detail View. The content will be provided when the Tab activated. Click the Muze Tab to activate the panel and view the Muze content. There normally will be a slight delay while the content is retrieved, processed, and initially painted on the screen.



From the Extended View, click the "M" icon and TS3 will zoom directly to the "Muze" panel on the Detail View.



As with all other panels on the Detail View, the Muze panel remains sticky once selected. For fastest overall performance we suggest keeping the Detail panel as sticky.

Why do I get the message "To learn how you can access this feature, please contact your B&T sales representative."?

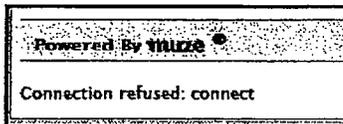
[\[Top Index\]](#)

Access to Muze content is initially available to a limited number of customers. Most TS3 subscribers will see this message when they click the "M" icon or Muze tab.

If you need or desire access to enriched Muze content, contact your B&T Sales Representative.

What should I do if I see the message "Connection refused: connect" when I click the Muze tab?

[\[Top Index\]](#)



Please contact TS3 technical Support and report the error condition.

Dial 800-775-3700 or send an email to Electser@btol.com

Can I search or filter on Muze content in TS3?

[\[Top Index\]](#)

Presently, enriched Muze content is not searchable or filterable within TS3. Muze content augments existing B&T production information, allowing users to gain greater control over what products they purchase.

We have, however, built a couple of handy search links inside the Muze content.

Primary Artists (*embedded search link*): Primary Contributing artists are identified by the bold blue-gray link in the Contributor section. These links return the search results for all TS3 products identified as sharing the same artist.

Contributors	Primary Artist link
Co-Director: David Silverman	Co-Director of MONSTERS, INC.
Co-Director: Lee Unkrich	EDITOR TOY STORY
Director: Peter Docter	ANIMATOR/WRITER TOY STORY
Executive Producer: John Lasseter	Director Toy Story
Music: Randy Newman	American Composer/Singer/Songwriter
Screenwriter: Andrew Stanton	SCREENWRITER TOY STORY
Voice: Billy Crystal	American Actor/Director, CITY SLICKERS (1991)

Similar Videos (*embedded search link*). These links return TS3 search results for videos/movies in available movie formats (VHS, DVD, etc.) having the same title seen in the link. The "View ALL Similar Releases" link includes all the titles shown in the Title links shown directly below.

Similar Video Releases
View ALL Similar Releases
Similar Video Releases - Unique Titles
Babe ← Similar Video links
Charlotte's Web/Dreamer
Home on the Range

How is Muze content displayed in TS3?

[\[Top Index\]](#)

Screenshot examples from TS3 can be viewed by clicking on any of the following links:

- [Video](#) (Wallace & Gromit: The Curse of the Were-Rabbit)
- [Video](#) (The Last King of Scotland)
- [Popular Music](#) (Me and My Gang)
- [Popular Music](#) (The Motown Box)
- [Combination Video - Popular Music](#) (That Striped Sunlight Sound)
- [Combination Video - Popular Music](#) (Andrea Bocelli: Under the Desert Sky)
- [Classical Music](#) (Debut - Beethoven, Chopin, Glazunov, et all...)
- [Classical Music](#) (Life and Works of Tchaikovsky)



Wallace & Gromit: The Curse of the Were-Rabbit

(DVD: English Subtitles, French Subtitles, Spanish Subtitles)

starring Park, Nick / Box, Steve / Sallis, Peter / Fiennes, Ralph / Bonham-Carter, Helena

\$14.99 (USD)



General Title Info

ISBN: 9786309931177
 UPC: 00678149434323
 Publish Status:
 Publish Date: 2007/04/10
 Publisher: Dreamworks Pictures
 Edition/Vol:
 Genre: Feature Film Family
 Rating: G

Inventory (On Hand/On Order/30 Day Demand)

Inventory (On Hand/On Order/30 Day Demand)			Real-time Inventory		
B&T East	54	0 2	B&T Southwest	9	0 3
B&T Midwest	29	0 4	B&T West	38	0 9
B&T South	414	0 22	B&T General	AtoBO	0 0

Detail Muze Annotation Requisition Reviews Demand

Ordering Info ISBN-10 Lookup

Note: PO Per Line BIB Number Edit PO/BIB: Add

Powered By MUZE

Detailed Product Description: Video

In Print Date: 2006-02-07
 Run Time: 85 Minutes
 Recording Mode (unknown)
 Noise Reduction (unknown)
 Digital process (unknown)
 Features: Color
 Rating: G (MPAA)
 Extra Info: Full Frame
 Category: **Childrens**; British; Buddies; Children/Family; Childrens;
 Clay Animation; Comedy; Dogs; Family (General);
 Stop-Motion Animation; Theatrical Release
 Orig Release Year: 2005
 Released by: Paramount Home Entertainment
 Catalog Number: 94343
 Area: USA

Similar Video Releases

- View ALL Similar Releases
- Similar Video Releases - Unique Titles
- Chicken Run
 - Flushed Away
 - Flushed Away/Shark Tale
 - Gumby Essentials - Vol. 1
 - James and the Giant Peach
 - Mad Monster Party
 - Saturday Night Live - Best of Mr. Bill
 - Sesame Street - Big Bird in China
 - Sesame Street - Monster Hits
 - Tim Burton's Corpse Bride
 - Watership Down
 - Werewolf of London

Awards

Academy Awards: Best Animated Feature Film - Winner: 2005

Contributors

- Composer: Julian Nott *COMPOSER, "MAN OF NO IMP."*
 Director: Nick Park *British Animator*
 Director: Steve Box *Director, WALLACE & GROMIT*
 Producer: Peter Lord *Animation Director*
 Producer: David Sproxton *BRITISH PRODUCER*
 Producer: Nick Park *British Animator*
 Producer: Claire Jennings *Producer, WALLACE & GROMIT: CURSE OF THE WERE-RABBIT (2005)*
 Producer: Carla Shelley *Producer, WALLACE & GROMIT (2005)*
 Screenwriter: Nick Park *British Animator*
 Screenwriter: Mark Burton *Producer, CHERISH (2002)*
 Screenwriter: Bob Baker *Screenwriter, WALLACE & GROMIT: CURSE OF THE WERE-RABBIT (2005)*
 Star: Peter Sallis *British Character Actor*
 Star: Ralph Fiennes *British Actor*

Star: **Ralph Fiennes** *British Actor*

Star: **Helena Bonham-Carter** *British Actress*

Star: **Nicholas Smith** *British TV Actor*

Star: **Liz Smith** *Star, KEEPING MUM (2006)*

Star: **Peter Kay** *Star, WALLACE & GROMIT: CURSE OF THE WERE-RABBIT (2005)*

Commentary and Reviews

Synopsis: Eccentric, cheese-loving English inventor Wallace (voiced by Peter Sallis) and his trusted silent canine companion, Gromit, have a thriving business in their garden-destroying varmint-elimination service, named Anti-Pesto. Together they prepare for the upcoming Giant Vegetable Growing contest. Wallace even has a potential paramour in wealthy client Lady Tottington (Helena Bonham Carter), a vegetable enthusiast with a severe rabbit problem. Unfortunately, the tight-coiffed, slick-talking hunter Victor Quartermaine (Ralph Fiennes) also has designs on the lady, and he's not giving up easily. When a giant rabbit terrorizes the townsfolk and begins devouring some prizewinning veggies, another dimension is added to the existing competition between Wallace and Victor, and the outcome will be the talk of the town! Following up the success of 2000's CHICKEN RUN, master clay animator Nick Park has given Wallace and Gromit—the stars of three celebrated shorts—their own feature, and with thrilling results. The eye-popping animation comes along with appealing character design and beautifully detailed environments, and we are also given an engaging, multi-layered story populated with characters to care about. As with Park's previous successes, the result has a cross-generational appeal that will undoubtedly age in the timeless manner of all great entertainment.

Title Note: Theatrical Release: October 7, 2005

Release Note DVD Features: Region 1 Keep Case Dual Single Sided Full Frame - 1.33 Audio: Dolby Digital 5.1 Surround - English, French Dolby Digital 2.0 Stereo - English, Spanish Subtitles - English (SDH), English, French, Spanish Additional Release Material: Behind the Scenes - The Making of THE CURSE OF THE WERE-RABBIT Bonus Features - 1. Cracking Contraptions: The Snoozatron 2. Cracking Contraptions: The 525 Crackervac 3. Cracking Contraptions: Shopper 13 Commentary - Steve Box, Nick Park - Directors/Writers Deleted Scenes Featurette - 1. How Wallace & Gromit Went to Hollywood 2. A Day in the Life at Aardman 3. Stage Fright 4. Victor Quartermaine's Guide to Cool 5. Anti-Pesto S.W.A.T. Team 6. Style with Lady Tottington Interactive Features - 1. How To Build A Bunny 2. Build Your Own Bunny Text/Photo Galleries: Stills/Photos - The Family Album

Review: **New York Times** - 10/05/2005; p.E1

"The animation is a marvel...The world of Wallace and Gromit is one of the few genuinely eccentric places left in the movies, a place where lumpy, doughy characters achieve a peculiar dignity..."

Review: **Rolling Stone** - 10/20/2005; p.90

3 stars out of 5 — "Park is a master of Claymation and dry, understated wit...Don't even try to figure out how Park can move plasticine figures around and achieve visual and slapstick miracles. Just enjoy."

Review: **USA Today** - 10/07/2005; p.4E

"Charming and droll with shrewdly chosen voices...[An] adorable exercise in whimsy..."

Review: **Los Angeles Times** - 10/05/2005; p.E1

"[I]t is both welcome and astonishing to see how successful Park's unlikely pairing of his own idiosyncratic sensibility with the most labor-intensive form of animation has become...[The film] retains the clever, one-of-a-kind sensibility that made its shorter predecessors so delightful."

Review: **Entertainment Weekly** - 10/14/2005; p.124

"The movie rollicks with visual slapstick, puns, and drive-by joke-cluster bombs that fall on young and adult viewers alike with such good aim..." — Grade: A

Review: **Sight and Sound** - 12/01/2005; p.82

"Immensely funny, intelligently silly and beautifully made...The protagonists are solid cartoon types absent from cinema since Bugs Bunny and Daffy Duck..."

Review: **Premiere** - 03/01/2006; p.109

"A wonderful confection of slapstick and horror ingredients, WERE-RABBIT enhances the W&G universe as it continues to grow in stop-motion complexity and craftsmanship."

Review: **Rolling Stone** - 02/23/2006; p.74

"[A] treasure trove of cleverness. And in its old-school claymation, the film is closer to the endearing Gumby reels of yore than today's sterile Pixar productions."

Quick Cart Controls:

Active Cart My F011 FirstLook_236 07-30-2007 [Nc] Go Items: 356 List \$: 34.95
 Quantity: 1 Disc \$: » Cart Info

Results: 1 items » Cart Summary » Print

Back Next Title Home Go Adjust TOP Go to HOME Go to BOTTOM Back to List Detail View
 Quick Cart Controls: Add Title



Me and My Gang

(Compact Disc)

by Rascal Flatts

\$18.98 (USD)



General Title Info

ISBN: 9786310632056
 UPC: 00720616507525
 Publish Status: Never Out of Stock
 Publish Date: 2006/11/13
 Publisher: Geffen/Hollywood/Thump/Surfdog
 Edition/Vol: Reissued
 Genre: Country & Western
 Rating:

Inventory (On Hand/On Order/30 Day Demand) Real-time Inventory

B&T East	278	0	145	B&T Southwest	19	60	1808
B&T Midwest	171	300	130	B&T West	140	60	85
B&T South	743	600	308				

Detail

Muze

Requisition

Demand

Ordering Info:

ISBN-10 Lookup

Note:

PO Per Line:
 BIB Number:

Powered By MUZE

Detailed Product Description: Popular Music

Title: Me And My Gang
 Performer: Rascal Flatts
 Record Label: Hollywood
 Release Date: 04/04/2006
 Original Release: 2006
 General Description: Performer
 Muze Genre - Sub Class: Country - Contemporary Country
 Produced by: Dann Huff; Rascal Flatts.
 Catalog Number: 165 075
 Number of Discs: 1
 Stereo/Mono: Stereo
 Performance Recorded: Studio Recording
 Country of Origin: Domestic to USA

Track Listing

Track	Song
1	Stand
2	What Hurts The Most
3	Backwards
4	I Feel Bad
5	My Wish
6	Pieces
7	Yes I Do
8	To Make Her Love Me
9	Words I Couldn't Say
10	Me And My Gang
11	Cool Thing
12	Ellsworth
13	He Ain't The Leavin' Kind
14	Life Is A Highway - (Bonus Track)

Commentary and Reviews

Review Excerpts: Entertainment Weekly (p.73) - "[W]hen they latch on to a smartly crafted, emotional pop hook...they will bring out the woman in you."

Misc. Notes: Rascal Flatts: Gary LeVox, Joe Don Rooney, Jay DeMarcus. Recording information: The Sound Kitchen, Franklin, Tennessee. Nashville-based country-pop superstars Rascal Flatts can seemingly do no wrong. Their first three albums sold remarkably well on the strength of the band's streamlined, commercially oriented sound and penchant for swelling, heart-tugging ballads. ME AND MY GANG, the group's fourth release, delivers more of the same, which promises to suit the band's legions of fans just fine. The album's lead-off single, "What Hurts the Most," is a case-in-point for Rascal Flatt's winning formula: a ballad-tempo number with a lilting verse, sweetened by the group's patented harmonies, that segues into a soaring, heartrending chorus about

love and loss. "Along the Broken Road," a tale of love's difficulties, strikes a similarly familiar emotional and stylistic chord. That Rascal Flatts' songs sound as comfortable on mainstream pop radio as they do on country stations is a testament to the band's crossover appeal, and ME AND MY CANG delivers on that appeal in spades.

Essential Artists

Performer: Rascal Flatts

Overview of Performer: Cousins Jay DeMarcus and Gary LeVox grew up playing together in Columbus, OH. After DeMarcus moved to Nashville, LeVox eventually followed, and with Joe Don Rooney they formed Rascal Flatts, the singing, songwriting, and instrumental abilities of all three making them a force with which to be reckoned. Their self-titled 2000 debut album was a huge success on both the country and pop charts. All three members also proved to be successful writing songs for others, including Chely Wright, Joe Diffie, and Chad Brock. Building to an even higher plateau, Rascal Flatts's second album, MELT, was an even bigger smash than its predecessor.

Performer Influenced by: Aaron Tippin
Alabama
Alan Jackson
Billy Joel
Billy Ray Cyrus
Boston
Crosby, Stills & Nash
Eddie Rabbitt
Garth Brooks
Jimmy Buffett
Pirates Of The Mississippi
Restless Heart
Shenandoah
The Eagles (Rock)
The Kentucky Headhunters

Contemporaries of Performer: Blackhawk
Brian McComas
Buddy Jewell
Confederate Railroad
Kenny Chesney
Kevin Denney
Kevin Sharp
Montgomery Gentry
Radio Flyer
Rushlow
Sawyer Brown
Shedaisy
Tim McGraw
Toby Keith
Trace Adkins

Definitive Albums: Melt

Recommended Videos: Rascal Flatts - Live

Quick Cart Controls: [Add Title](#)

[Back](#) [Next Title](#) [First](#) [Last](#)

[Go](#)

[Go to TOP](#)

[Back to list](#)

[Detail View](#)



That Striped Sunlight Sound *

(Compact Disc)+
by Go-Betweens (The)

\$24.99 (USD)



General Title Info	
ISBN:	9786309930033
UPC:	00634457208124
Publish Status:	
Publish Date:	2006/02/07
Publisher:	Redeye Distribution
Edition/Vol:	
Genre:	Rock, Alternative Music
Rating:	

Inventory (On Hand/On Order/30 Day Demand)		Real-time Inventory	
B&T East	7 0 0	B&T Southwest	2 0 0
B&T Midwest	1 0 0	B&T West	3 0 0
B&T South	AtoBO 0 0	B&T General	AtoBO 0 0

- [Detail](#)
- [Muze](#)
- [Annotation](#)
- [Requisition](#)
- [Reviews](#)
- [Demand](#)

Ordering Info: ISBN-10 Lookup

Note:

PO Per Line: Edt. PO/BIB: Add:

Powered by Muzie

Detailed Product Description: Video

In Print Date: 2006-02-07

Run Time: 145 Minutes

Recording Mode (unknown)

Noise Reduction (unknown)

Digital process (unknown)

Features: Color

Rating: Not Rated

Extra Info: with Bonus CD

Category: **Musical & Performing Arts**; Pop Music; Australia; Cult; Live Concerts; Live Performances

Orig Release Year: 2005

Released by: Redeye Distribution

Catalog Number: 2081

Area: USA

Contributors

Star(s): **The Go-Betweens** *Australian indie rock band*

Commentary and Reviews

Synopsis: Fans of Australia's mercurial Go Betweens can bathe in the luxurious sounds of two full-length concerts on THAT STRIPED SUNLIGHT SOUND. Shot in Brisbane on consecutive nights, the first show finds the full band performing a 16-song set, while the second concert is an intimate acoustic affair from principal songwriters Robert Foster and Grant McLennan.

Release Note DVD Features: 2-Disc Set Widescreen - 1.78 Audio: Stereo 2.0 - English Additional Products: Bonus CD Track List: LIVE AT THE TIVOLI, BRISBANE 8/6/05 1. BLACK MULE 2. CLOUDS 3. BOUNDARY RIDER 4. BORN TO A FAMILY 5. STREETS OF YOUR TOWN 6. HERE COMES A CITY 7. DRAINING THE POOL FOR YOU 8. FINDING YOU 9. SPRING RAIN 10. WAS THERE ANYTHING I COULD DO? 11. SURFING MAGAZINES 12. THE DEVIL'S EYE 13. TOO MUCH OF ONE THING 14. PEOPLE SAY 15. THE CLOCK 16. KAREN THE ACOUSTIC STORIES, BRISBANE 8/7/05 1. LEE REMICK 2. CATTLE AND CANE 3. PART COMPANY 4. BACHELOR KISSES 5. HEAD FULL OF STEAM 6. BYE BYE PRIDE 7. DIVE FOR YOUR MEMORY 8. GERMAN FARMHOUSE 9. TOO MUCH OF ONE THING 10. HERE COMES A CITY 11. FINDING YOU

Review: **Mojo** - 04/01/2006, p.126

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- Nick Cave & The Bad Seeds - The Videos
- R.E.M. - Reveal
- Young Marble Giants - Live at the Hurrah Club

4 stars out of 5 -- "Off-the-cuff selections from their extensive back catalogue are interleaved with wry reminiscences..."

Detailed Product Description: Popular Music

Title: That Striped Sunlight Sound *
Performer: The Go-Betweens
Record Label: Yep Roc Records
Release Date: 01/24/2006
Original Release: 2006
General Description: Performer
Muze Genre - Sub Class: Rock & Pop - New Wave
Catalog Number: 2081
Number of Discs: 1
Stereo/Mono: Stereo
Performance Recorded: Live Performance
Country of Origin: Domestic to USA

Commentary and Reviews

Misc. Notes: The Go-Betweens: Grant McLennan, Robert Forster (vocals, guitar); Adele Pickvance (vocals, organ, bass guitar); Glenn Thompson (vocals, drums). Recording information: The Tivoli, Brisbane, Australia (06/08/2005). A revered band with a devoted cult following, the Go-Betweens shine on this live DVD/CD release, recorded in Brisbane. On the audio-only disc, the Australian indie heroes offer up a 16-song set that draws largely from 2005's acclaimed OCEANS APART and the classic 1988 album 16 LOVERS LANE, the veteran ensemble's final studio album before their 2000 reunion record, THE FRIENDS OF RACHEL WORTH (also represented here). Fronted by accomplished singer/songwriters Robert Forster and Grant McLennan, the Go-Betweens open, oddly enough, with a McLennan solo track--the spare, melancholy "Black Mule"--establishing that this won't be a concert consisting solely of obvious favorites. Of course, many of the group's most beloved tunes are present and accounted for, including the chiming pop gem "Streets of Your Town," the world-weary lament "Draining the Pool for You," and the urgent, upbeat "Was There Anything I Could Do?" The DVD features the same track listing as the CD, with a bonus 11-song acoustic performance that includes many other Go-Betweens classics, making this an essential purchase for fans.

Essential Artists

Performer: The Go-Betweens

Overview of Performer: Australia's Go-Betweens combined the talents of two songwriters working in varying yet complementary styles. Arising out of the 1970s punk era, the group specialized in literate pop songs featuring sparkling guitars. Their records balanced Grant McLennan's melodic pop instincts with Robert Forster's darker, more discordant visions. A 1998 reunion tour won critical raves, and led to three widely praised albums in the new millennium, but the scintillating success of the revamped Go-Betweens was cut short by Grant McLennan's death in 2006.

Performer Influenced by: Bob Dylan
David Bowie
Elvis Costello
Modern Lovers
Nick Drake
Radio Birdman
The Beatles
The Byrds
The Kinks
The Only Ones
The Saints (Punk)
The Velvet Underground

Influenced by Performer: American Music Club
Badly Drawn Boy
Belle & Sebastian
Beth Orton
Edwyn Collins
Ivy
Luna (Rock)
Pernice Brothers
Richard Hawley
Ron Sexsmith
Sleater-Kinney
The Clientele
The Heart Throbs
The La's
Yo La Tengo

Contemporaries of Performer: Aztec Camera
Billy Bragg
Felt (Rock)
Lloyd Cole

Track Listing

Track	Song
1	Black Mule
2	Clouds
3	Boundary Rider
4	Born To A Family
5	Streets Of Your Town
6	Here Comes A City
7	Draining The Pool For You
8	Finding You
9	Spring Rain
10	Was There Anything I Could Do
11	Surfing Magazines
12	Devils Eye
13	Too Much Of One Thing
14	People Say
15	Clock, The
16	Karen

Nick Cave
Orange Juice
Prefab Sprout
R.E.M.
Robyn Hitchcock
The Church
The Cure
The Mekons
The Smiths
The The
XTC

Definitive Albums: Before Hollywood
Bellavista Terrace: Best Of The Go-Betweens
Liberty Belle & The Black Diamond Express
16 Lovers Lane

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REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

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

1. **PREPARATION OF PROPOSAL:**
 - a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
 - b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
 - c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
 - d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
 - e. Periods of time, stated as a number of days, shall be calendar days.
 - f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.
3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.
4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.
5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.
6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.
7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.
8. **NEW:** All items shall be new, unless otherwise stated in the specifications.
9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.
12. **AWARD OF CONTRACT:**
 - a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
 - b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof, or
 - (3) Reissue a *Request For Proposal*.
 - c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

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

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

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

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

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

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



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

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

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

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

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



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

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



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

Force majeure shall not include the following occurrences:

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

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



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



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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0023

Materials Management
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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Library Books (all types), Music CDs, and Video/DVD/Spoken Word for the Peoria Public Library.
 2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
 3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
 4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
 5. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.
- Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
6. **Contract Type:** Fixed Price Term Indefinite Quantity
 7. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
 8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months
 9. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
 10. **Proposal Format:** Proposals shall be submitted in one (1) original and four (4) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. The proposals should be submitted in the maximum length requirements as specified:

- a. Proposal Content - the following items shall be addressed in the technical proposal submission.
 - i. Understanding of the Scope of Work; including the plan and method of approach to accomplish the Scope of Work. (8 pages maximum)
 - ii. Firm/Staff Experience



SPECIAL TERMS AND CONDITIONS

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



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

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

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

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

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

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



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

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

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

27. Required Insurance Coverage:

a. Commercial General Liability

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

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

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

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

b. Automobile Liability

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

c. Workers' Compensation

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



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

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

d. Professional Liability

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

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

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

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

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

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

30. **Independent Contractor:**

a. General

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

b. Liability

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



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

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

c. Other Benefits

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

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

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

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

33. **Confidential Information:**

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

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



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

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

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

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

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

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



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- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
- i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law.
40. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.
- The following is a list of allowable travel expenses under this contract agreement:
- a. Transportation:
 - i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
 - ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).
 - b. Lodging and Meals:
 - i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
 - ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.com/accommodations.php>



SCOPE OF WORK

Materials Management Procurement

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Solicitation Number: P09-0023

I. Purpose

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

II. Scope of Services

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



SCOPE OF WORK

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III. Submittal Requirements

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

IV. Proposal Due Date

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

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

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

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

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



QUESTIONNAIRE

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

1. **Company:** Tucson Public Library
Contact: Libby Jones
Address: 101 N. Stone
Tucson, AZ 85701
Phone: 520-594-5637

2. **Company:** Scottsdale Public Library
Contact: Rita Hamilton
Address: 3839 N. Drinkwater Blvd.
Scottsdale, AZ 85251
Phone: 602-312-2476

3. **Company:** Phoenix Public Library
Contact: Ross McLachlan
Address: 1221 N. Central Ave.
Phoenix, AZ 85004
Phone: 602-262-7036



QUESTIONNAIRE

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

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

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

Please refer to our response.



CONTRACT AMENDMENT

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

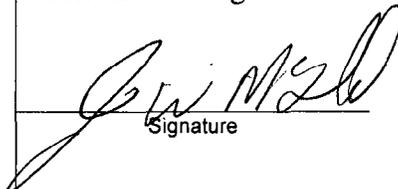
Solicitation No: P09-0023A Page 1 of 2
 Description: Library Materials and Processing Services
 Amendment No: One (1) Date: 11/24/09

Buyer: Terry Andersen

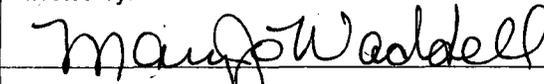
- A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 02/01/10 to 01/31/11.**
- B. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law; Paragraph 19, Right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

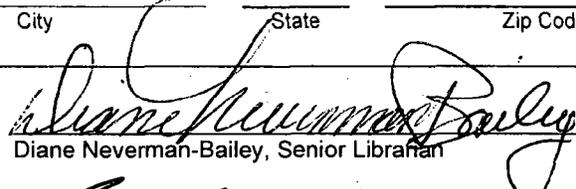
Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S.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

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

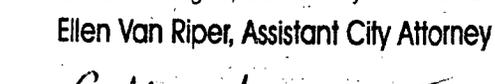
	12-15-2009	Jeffrey W. McDaniel, VP Sales, Marketing & Acct. Administration	Baker & Taylor, Inc.
Signature	Date	Typed Name and Title	Company Name
2550 W. Tyvola Rd., Suite 300	Charlotte	NC	28217
Address	City	State	Zip Code

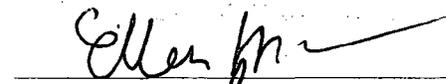
Attested by:

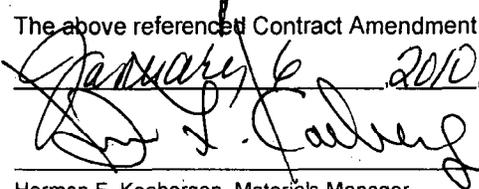

 Mary Jo Waddell, City Clerk


 Diane Neverman-Bailey, Senior Librarian


 J.P. de la Montaigne, Community Services Director


 Ellen Van Riper, Assistant City Attorney


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

The above referenced Contract Amendment is hereby Executed

 at Peoria, Arizona.
 Herman F. Koebergen, Materials Manager



CC Number

ACON00109A
 Contract Number:

Official File

City Seal

A CON 00109A



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: P09-0023A

Page 2 of 2

Description: Library Materials and Processing Services

Date: 11/24/09

Amendment No: One (1)

Buyer: Terry Andersen

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

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

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

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

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

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

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

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

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



CONTRACT AMENDMENT

**Materials Management
Procurement**

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

Solicitation No: **P09-0023A** Page 1 of 1
Description: Library Materials and Processing Services
Amendment No: Two (2) Date: **02/17/10**

Buyer: Christine Finney

The attached LICENSE AGREEMENT (5-pages) is hereby incorporated into the contract.

All other provisions of the contract shall remain in their entirety.

Nothing Further.

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

Sharon Hayward 3/14/10
Signature Date

Sharon Hayward,
Manager
Typed Name and Title

Baker & Taylor
Company Name

501 South Gladiolus Street
Address

Momence
City

IL
State

60954
Zip Code

Attested by:

Mary Jo Waddell
Mary Jo Waddell, City Clerk

Diane Neverman
Diane Neverman, Senior Librarian

Christine Finney 2/17/10
Christine Finney, Buyer II

Ellen Van Ripel
JP de la Montaigne, Community Services Director
Ellen Van Ripel, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed
April 5 2010 at Peoria, Arizona.

Herman F. Koebergen
Herman F. Koebergen, Materials Manager
for



City Seal

CC Number

ACON00109B
Contract Number:

Official File

LICENSE AGREEMENT

This License Agreement (this "Agreement") is made by and between BAKER & TAYLOR, INC., a Delaware corporation having a place of business at 2550 West Tyvola Road, Suite 300, Charlotte, North Carolina ("B&T") and the licensee below.

INSTITUTION/COMPANY NAME: Peoria Public Library (" Licensee")

LOCATION INFORMATION

CONTACT: Diane Neverman

E-MAIL ADDR: diane.neverman@peoriaaz.gov

TELEPHONE: 623-773-7540

FAX: 623-773-7567

ADDRESS: 8401 W Monroe

Peoria, AZ 85345

BILLING INFORMATION

CONTACT: Diane Neverman

E-MAIL ADDR: diane.neverman@peoriaaz.gov

TELEPHONE: 623-773-7540

FAX: 623-773-7567

ADDRESS: 8401 W Monroe

Peoria, AZ 85345

SUBSCRIPTION INFORMATION

START DATE January 12, 2010

PRICING No charge

Full Service :

Full Service includes one user ID providing access to the complete record database of over two-million book, music, and video products. Access allows creation of multiple selection carts, purchase order creation with electronic ordering and confirmation, file export of book records in the US MARC communications or ASCII format, and customized screen display prompts.

Additional Concurrent User:

Additional Concurrent User ID's enable many users to access the Full Service system at the same time. In addition, they provide the ability to designate different destinations for selection carts to other user ID's or enable options for MARC or other file outputs, and to customize each user ID for screen display prompts.

Full Service, single ID : \$ 0.00

Additional Concurrent User ID's:
How many? 9 \$ 0.00

Grid and Custom Marc Profiler \$ 0.00

TOTAL: \$ 0.00 (USD)

Please note sales tax is applicable in the U.S. to end users who do not maintain a tax-exempt status.

PAYMENT METHOD:

- Check for full amount enclosed, payable to "Baker & Taylor, Inc."
- Charge B&T Account number:

Return this agreement to:

EBIS—DISTRIBUTION
BAKER & TAYLOR
ATTN: SHARON HAYWARD, Manager
501 South Gladiolus Street
Momence, IL 60954-1799

LICENSEE HAS READ AND AGREES TO ALL OF THE ATTACHED TERMS AND CONDITIONS. THIS AGREEMENT SHALL BE EFFECTIVE WHEN EXECUTED BY BOTH B&T AND LICENSEE.

ORIGINAL

Licensee: Peoria Public Library



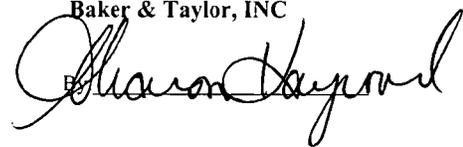
Name: Herman F. Koebergen

for

Title: Materials Manager

Date: _____

Baker & Taylor, INC



Name: Sharon Hayward

Title: Manager, Admin & Distribution

Date: 3/16/10

A CON 00109B

TERMS AND CONDITIONS

1.00 DEFINITIONS

As used throughout this Agreement the following terms have the following meanings:

1.01 "Effective Date" means the date of this Agreement.

1.02 "Licensed Data" means the data elements in electronic database form which are more particularly set forth on Schedule 1.02 attached hereto and made a part hereof.

1.03 "License Fee" means the annual license fee set forth on the Order Form.

1.04 "Order Form" means the first page hereof.

2.00 LICENSE

2.01 Subject to the terms and conditions of this Agreement, B&T hereby grants to Licensee, and Licensee hereby accepts from B&T, a nonexclusive, nontransferable and revocable license (i) for no more than one user at any given time with respect to each user identification code which shall have been issued pursuant to Section 4.02 hereof, to display all or a portion of the Licensed Data in the United States of America, for viewing by end-users who are employees, patrons or customers of Licensee, in "read only" access; and (ii) to use all or a portion of the Licensed Data for Licensee's internal use only. Licensee will not make all or any portion of the Licensed Data accessible to any person or for any purposes other than as specifically authorized herein. Licensee will use its best efforts to prevent or restrict the downloading, transmission, display or copying of all or any portion of the Licensed Data except to the extent necessary for the purpose of ordering the products listed therein and such other purposes as are expressly permitted herein. The prior sentence will not prohibit any Licensee which is a library from downloading or copying, from time to time, such elements of the Licensed Data as shall be reasonably required to supplement or update any existing catalogue system maintained by such Licensee, to be used for library purposes only.

2.02 The license granted hereby is personal to Licensee. Licensee may use the license solely for the purposes specified above. Nothing contained in this Agreement will, or will be deemed to, convey to Licensee or any end-users any title or ownership interest in all or any portion of the Licensed Data.

2.03 Neither the Licensed Data, nor any portion thereof, may be used or displayed on the Internet by Licensee without B&T's prior written consent.

2.04 B&T reserves all rights not expressly granted to Licensee hereby or expressly contemplated herein with respect to the Licensed Data and any portion thereof. This reservation specifically applies, but is not limited, to any media, mode or method of distribution or transmission or other technology that may now exist or be commercialized or developed in the future.

3.00 TERM

3.01 Subject to the terms and conditions hereof, this Agreement will be effective for a period beginning on the Effective Date and ending at 11:59 P.M. (Eastern U.S. Time) on the day preceding the first anniversary of the Effective Date or such sooner date on which this

Agreement may terminate pursuant to the terms hereof (the "Initial Period") and, unless an Event of Default (as hereinafter defined) shall have occurred and not been cured at the time of such renewal, automatically will renew for successive one (1) year periods thereafter (each, a "Renewal Period").

3.02 (a) Either party may terminate this Agreement at any time during the Initial Period or a Renewal Period on not less than 30 days' prior written notice to the other party. If either party terminates this Agreement at any time during the first 180 days of the Initial Period, fifty percent (50%) of the amount of the License Fee paid by Licensee will be refunded to Licensee, except in the case of a termination by B&T in connection with the occurrence of an Event of Default. No credit will be allowed in connection with terminations after such 180 day period.

(b) B&T may terminate this Agreement immediately at its own option by giving Licensee written notice upon an Event of Default.

3.03 Immediately upon the expiration or sooner termination of this Agreement for any reason whatsoever:

(a) all rights and licenses granted to Licensee hereunder will automatically terminate;

(b) Licensee will permanently delete all of the Licensed Data and any copies thereof (other than such data elements which may have been copied or downloaded by a Licensee which is a library pursuant to the terms of Section 2.01 hereof), which exist thereon from all computers, database and other systems and/or any other storage medium of Licensee (or any persons or entities within Licensee's direct control) in any location, whether backup or otherwise; and

(c) Licensee will not use, or permit any user having access by, through or under Licensee to use, all or any portion of the Licensed Data in any way.

4.00 THE PARTIES' OBLIGATIONS

4.01 Licensee will:

(a) not directly or indirectly duplicate, copy, transmit, publish, provide access to (by electronic or any other means), exchange, throw away, or incorporate with, or as part of another database, package, program, record or system, all or any portion of the Licensed Data for any purpose except as expressly permitted in this Agreement;

(b) use its best efforts to ensure compliance with Licensee's obligations under this Agreement by end users who have access to the Licensed Data by, through or under Licensee;

(c) except to display and use the Licensed Data as expressly provided herein, not sell, offer for re-sale, distribute, rent, sublicense or lease all or any portion of the Licensed Data, either for consideration or without cost, nor use all or any portion of the Licensed Data in a network (including the Internet), timesharing, multiple central processor unit or multi-user arrangement;

(d) not combine or incorporate all or any portion of the Licensed Data with any other program, database, record or system which will be sold, offered for re-sale, distributed (other than with respect to such data elements as may have been copied or downloaded by a Licensee which is a library pursuant to the terms of Section 2.01 hereof), rented, sublicensed or leased;

(e) not use all or any portion of the Licensed Data in connection with any sales by Licensee, by any partner, affiliate or agent of Licensee, or by any enterprise or entity in which Licensee has any interest;

(f) pay all sales, use, value-added, excise or similar taxes associated with Licensee's or its users' use of all or any portion of the Licensed Data; and

(g) not permit any third party, including, without limitation, any customer or patron of Licensee, to use any licensed data in connection with any Internet-based or other electronic online commerce.

4.02 At the beginning of the Initial Period and throughout the term of this Agreement B&T will make the Licensed Data accessible to Licensee and all permitted end-users gaining access through Licensee by means of a web site maintained by B&T on the World Wide. Licensee shall, as of the Effective Date, be assigned separate user identification codes and passwords for the number of users specified on the Order Form, which user identification codes shall be activated upon receipt by B&T of the amount of the License Fee due hereunder. Each such user identification code and password will permit access to the Licensed Data by only one user at any given time, subject to all of the terms and conditions hereof.

5.00 CONSIDERATION

The license granted herein is made in consideration of the payments made to B&T in connection herewith, including Licensee's obligation to pay B&T the License Fee. The License Fee must be paid to B&T prior to the commencement of the Initial Period and, thereafter, prior to each Renewal Period.

6.00 DEFAULT AND REMEDIES

The following will be an Event of Default: Licensee's failure to perform any of its obligations, or failure to comply with any of its agreements, hereunder, which failure is not cured within 60 days after notice from B&T. B&T will have all rights and remedies available to it under applicable law or in equity if an Event of Default occurs. Without limiting the generality of the foregoing, B&T's rights and remedies will include, without limitation, the right to: (a) sue Licensee for the fulfillment of its obligations under this Agreement; and/or (b) seek an injunction against Licensee to compel Licensee to comply with the terms of this Agreement and/or to cease activities which constitute a default of Licensee's obligations hereunder. In addition to B&T's other rights and remedies set forth herein, B&T will have the right to require that Licensee cease use and/or display of all or any portion of the Licensed Data within 36 hours after receipt of B&T's notice that an Event of Default has occurred.

7.00 NO WARRANTY; LIMITATION OF LIABILITY; INDEMNITY

7.01 THE LICENSED DATA AND ANY PORTIONS THEREOF ARE PROVIDED "AS IS" WITHOUT WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXPRESSLY EXCLUDED HEREBY ARE ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY B&T, ITS AGENTS OR EMPLOYEES WILL CREATE A WARRANTY AND LICENSEE MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. B&T does not warrant, guarantee, or make any representations regarding the Licensed Data or the use, or results of the use, of all or any portion thereof, including, without limitation, any representation that the Licensed Data are correct, accurate, reliable, current or otherwise. The entire risk as to the results and performance of the Licensed Data is assumed by Licensee.

7.02 Neither B&T nor anyone else who has been involved in the creation, production or delivery of all or any portion of the Licensed Data will be liable for direct, indirect, special, incidental, punitive, exemplary or consequential damages (including, without limitation, damages for claims by third parties, loss of business profits, business interruption, loss of business information and the like) arising out of the use or inability to use all or any portion of the Licensed Data, even if B&T or such other party shall have been advised or otherwise have known of the possibility of such damages. In no case will the liability of B&T or any such other party hereunder exceed the amount of the License Fee actually paid.

7.03 Licensee agrees to indemnify, defend and hold harmless B&T and all of its officers, directors, employees, attorneys, accountants and agents against any and all demands, causes of action, claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees) based upon a claim that (i) if true would constitute a breach of Licensee's representations, warranties or agreements hereunder or (ii) arises out of the negligence or willful misconduct of Licensee. The foregoing indemnity will survive the termination hereof.

8.00 INFRINGEMENT

8.01 The Licensed Data is copyrighted, which copyrights are held by B&T and, with respect to certain items contained therein, by third parties. Unauthorized copying, distribution or disclosure of all or any portion of the Licensed Data, including Licensed Data that has been modified, merged or included with other data, is expressly forbidden. Licensee will be held legally liable for any copyright infringement that is caused or encouraged by its failure to abide by the terms of this Agreement.

8.02 Licensee will promptly notify B&T in writing if anyone makes a claim against Licensee that all or any portion of the Licensed Data infringes their rights. If Licensee provides B&T with sufficient notice of any such infringement, B&T at its option will (i) make the Licensed Data non-infringing, (ii) obtain for Licensee the right to use the Licensed Data or (iii) terminate this Agreement and give Licensee a full refund of any License Fee paid for the Initial or Renewal Period in which such claim occurs. The foregoing is the ONLY remedy available to Licensee, and the ONLY liability of B&T, in the event of a claim of infringement.

9.00 MISCELLANEOUS

9.01 The waiver or failure of either party hereto to exercise in any respect any right provided for herein will not be deemed a waiver of any further right hereunder.

9.02 This Agreement and the transactions provided for herein will be governed, construed and enforced according to the laws of the State of North Carolina (excluding any conflict-of-law provisions thereof).

9.03 Licensee consents and agrees that all legal proceedings relating to the subject matter of this Agreement or the Order Form will be maintained in courts sitting within the State of North Carolina, and Licensee consent and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts.

9.04 Licensee will not assign this Agreement, by operation of law or otherwise, without B&T's prior written consent, not to be unreasonably withheld.

9.05 English will be the official text for this Agreement. No translation will be used to construe the meaning or intent hereof.

9.06 All notices required or permitted to be given by one party to the other under this Agreement will be sufficient if sent by certified mail, return receipt requested, to the other party at the respective address first set forth in the Order Form above or to such other address as the party to receive the notice has designated by notice to the other party pursuant to this paragraph.

9.07 If any of the terms or provisions of this Agreement are ruled to be invalid or unenforceable by a court or administrative tribunal of competent jurisdiction, the remainder of the Agreement will not be affected thereby. If a court or administrative tribunal does not replace a provision in this Agreement ruled to be invalid or unenforceable with a valid and enforceable one which accomplishes the same general purpose to the maximum extent possible, the parties will reasonably try to negotiate a replacement for the provision which accomplishes the same general purpose to the maximum extent possible.

9.08 This Agreement constitutes the complete and exclusive statement of the terms and conditions between the parties and supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified or altered

except by written instrument duly executed by both parties. This Agreement may be executed in counterparts, all of which, when taken together, will constitute a single instrument. This Agreement will be binding upon, and will inure to the benefit of, the parties hereto and their respective successors, permitted assigns and legal representatives.

SCHEDULE 1.02

LICENSED DATA

Bibliographic Data: Bibliographic records for books and spoken word audio products for each book title on B&T's complete title file database, which is presently called "THE TITLE SOURCE 3," as the same may from time to time be modified by B&T during the term of this Agreement.

Jacket Images: Scanned image of the front cover only of a book, in true color and in variable size.

Annotations: Non-evaluative description of the contents of a book.

Inventory Status: Data with respect to the inventory status of B&T for a book.



CONTRACT AMENDMENT

Materials Management Procurement

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

Solicitation No. P09-0023A Page 1 of 1
Description: Library Materials and Processing Services
Amendment No. Three (3) Date: 11/01/10

Buyer: Terry Andersen

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 01/31/11. **CONTRACT EXTENSION TWO (2)**

THE NEW CONTRACT TERM:

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

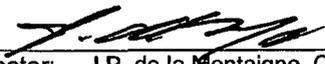
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

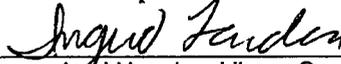
	1/24/11	Jeffrey W. McDaniel, VP, CLS Sharon Hayward, Manager	Baker & Taylor
Signature	Date	Typed Name and Title	Company Name
2550 W. Tyvola Rd., Suite 300 501 S. Gladiolus St.		Charlotte Memence	NC 28217 -IL 60954
Address		City	State Zip Code

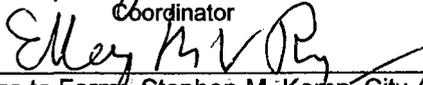
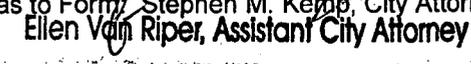
Attested By:



City Clerk

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

Department Rep:  Ingrid Landon, Library Operations Coordinator

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

The above referenced Contract Amendment is hereby Executed

 January 2, 2011, at Peoria, Arizona

 Herman F. Koebergen, Materials Manager



City Seal

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

Official File

A CON 00109C



CONTRACT AMENDMENT

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

Solicitation No. P09-0023A Page 1 of 1
Description: Library Materials and Processing Services
Amendment No. Four (4) Date: 12/8/11

Buyer: **Terry Andersen**

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 01/31/11. **CONTRACT EXTENSION THREE (3)**

THE NEW CONTRACT TERM:

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

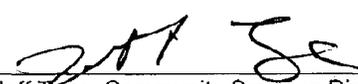
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	1/16/12	Jeffrey McDaniel, VP, CLS	Baker & Taylor
Signature	Date	Typed Name and Title	Company Name
2550 W. Tyvola Rd., Ste. 300		Charlotte	NC 28217
Address		City	State Zip Code

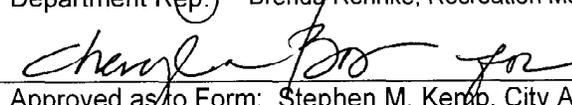
Attested By:



Wanda Nelson, City Clerk

Director:  Jeff Tyne, Community Services Director

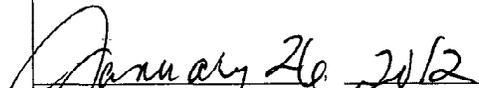

Department Rep: Brenda Rehnke, Recreation Manager

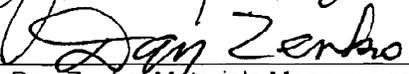

Approved as to Form: Stephen M. Kemp, City Attorney



CC Number
ACON00109D
Contract Number

The above referenced Contract Amendment is hereby Executed

 at Peoria, Arizona


Dan Zenko, Materials Management Supervisor

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

Official File



CONTRACT AMENDMENT

Materials Management Procurement

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

Solicitation No. P09-0023A Page 1 of 1
Description: Library Materials and Processing Services
Amendment No. Five (5) Date: 12/13/12

Buyer: Terry Andersen

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 01/31/13. **CONTRACT EXTENSION Four (4) LAST YEAR OF CONTRACT**

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

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

Signature

Date

Jeffrey McDaniel, VP, CLS
Typed Name and Title

Baker & Taylor
Company Name

2550 W. Tyvola Rd., Ste. 300
Address

Charlotte
City

NC
State

28217
Zip Code

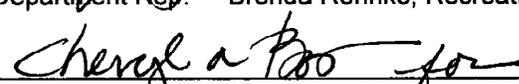
Attested By:

for 
City Clerk



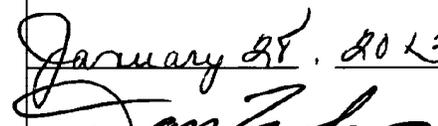
Director: 
John Sefton, Community Services Director

Department Rep: 
Brenda Rehnke, Recreation Manager

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

CC Number
ACON00109E
Contract Number

The above referenced Contract Amendment is hereby Executed


January 28, 2013, at Peoria, Arizona

Dan Zenko, Materials Management Supervisor

City Seal

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(Rev 01/05/09)

Official File

A CON 00109E