City of Peoria, Arizona
Notice of Request for Proposal

Request for Proposal No:	P09-0023F	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 Mailing Address: 8314 West Cinnabar Avenue, Peoria, AZ 85345	Phone:	(623) 773-7115

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: Kathy Rohrer Telephone: 800.233.8467 Fax: 570.326.1479

Brodart Co. By: Nubro Inc., General Partner (Company Name) Lisa Miosi (Authorized Signature for Offer)

500 Arch Street (Address) Lisa Miosi (Printed Name)

Williamsport, PA 17701 (City State Zip Code) Director of Customer Care/Pricing Analyst (Title)

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

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

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

Attested by:

Mary Jo Kief, City Clerk

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

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

Stephen M. Kemp, City Attorney

CC:

Contract Number: CON 00509

Contract Awarded Date: 1/9/09

Herman F. Koebergen, Materials Manager

City Seal

Official File:

A CON 00509

COP 203RFP (10/01/08) CW

SOLICITATION AMENDMENT

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

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

Buyer: Athena Bonner

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

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

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

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

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

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

Vendor hereby acknowledges receipt and agreement with the amendment.

Lisa Miosi — November 13, 2008
Signature — Date

Lisa Miosi, Director of Customer Care/Pricing Analyst
Typed Name and Title

Brodart Co. By: Nubro Inc., General Partner
Company Name

500 Arch Street
Address

Williamsport — PA — 17701
City — State — Zip

The above referenced Solicitation Amendment is hereby Executed

November 4, 2008

at Peoria, Arizona

Athena Bonner
Contract Officer

Copyright 2003 City of Peoria, Arizona
COP 207 (02/01/08)HFK

Books & Automation
Contract Library Furniture
Supplies & Furnishings

November 13, 2008

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

RE: Request for Proposal # P09-0023, Library Materials and Processing Services
DUE: November 20, 2008 @ 5:00 p.m.

Dear Sir or Madam:

Brodart is pleased to provide this document in response to the City of Peoria's request for proposal for library materials and processing services for one year with the option to renew for four additional one-year periods. Brodart is bidding on the book, continuations, and leasing portion of the contract.

Brodart is the premier supplier of circulation-ready materials to libraries. A full-service library company for nearly 70 years, we deliver carefully selected, cataloged, and processed titles. Today, Brodart offers state-of-the-art online tools, bibliographic services, and consulting exclusively to libraries. Our customers select from over four million English-language titles and Spanish-language materials. Please see the attached documents for a description of the products and services Brodart offers.

Our distribution facility manages over 265 thousand titles and five million volumes annually, and deals with more than 80 thousand publishers. Brodart's inventory and purchasing profiles are based on the library market. We do not supply books to the retail market. Additionally, Brodart's single inventory location in Williamsport, Pa. enables us to fill orders quickly and efficiently. Our first pick percentage and total order fulfillment are among the highest in the industry.

Brodart introduced commercial cataloging and processing services to libraries in 1958 and Compleat Book-Serv, Brodart's enhanced library services, has provided MARC records with holdings since 1985. Compleat Book-Serv has been used successfully by public libraries throughout the United States to provide shelf-ready material for both opening day and ongoing collection needs.

Please feel free to contact Kris Anderson, Sales Representative, or Lori Gray, Compleat Book-Serv Regional Manager, if you have any questions or need general information. To contact Kris, call toll-free, 800.233.8467, ext. 6379 or e-mail at Kris.Anderson@brodart.com. Lori can be contacted at 800.233.8467, ext. 6377 or through e-mail at Lori.Gray@brodart.com.

Brodart's partnerships with libraries are built on experience, trust, and communication. We are confident that, if awarded this contract, we can help you achieve your library's goals. We appreciate this opportunity to submit our proposal for your consideration and request an official tabulation of competitive bidding.

Sincerely,

Lisa Miosi

Lisa Miosi
Director of Customer Care/Pricing Analyst

LM/kar

c: Kris Anderson, Sales Representative
Lori Gray, Western Regional Manager,
Compleat Book-Serv

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

SCOPE OF WORK

COMPLEAT BOOK-SERV® CUSTOMIZED CATALOGING & PROCESSING

Innovative library professionals everywhere are looking for more practical ways to get materials into the hands of patrons, and that's exactly where Compleat Book-Serv can help. Brodart is a pioneer in customized cataloging and item level processing, providing libraries with shelf-ready material since 1958. Our professionals can ship material to your library quickly and efficiently, catering to your specific needs. Whether you are planning an opening day collection, need temporary help with your backlogs or need ongoing cataloging services, Brodart's experts have a solution for every need.

With Compleat Book-Serv you will receive a range of services that includes an installation team to help you establish your specifications, a number of cataloging and processing options tailored to meet your needs, and a dedicated team of catalogers, processors and account managers. Here's how it works:

INSTALLATION

Once you decide to try Compleat Book-Serv, we will assign an installation team to work with your Technical Services Department to establish your local cataloging, classification, processing and automation requirements. The team will include a project manager, a cataloging services librarian and if needed, a collection development librarian and an acquisitions specialist. The installation team will schedule a meeting as soon as possible with the Peoria Public Library (PPL) to begin developing the collection development, acquisitions, cataloging, processing and automation profiles.

Your project manager will work closely with the PPL staff throughout the set up phase of your account, profiling PPL's specifications and completing cataloging, processing and automation testing. Once the library has approved testing, an account manager will assume the day-to-day management of the project. Your account manager will be responsible for processing orders and maintaining management reports as well as details of production and delivery.

Your cataloging services librarian is responsible for all cataloging record content. During the profiling meetings your cataloging services manager will have many questions about your local cataloging and classification practices. Once profiling is completed, your cataloging services librarian will train our internal staff on your account and will remain your first point of contact for all cataloging issues.

Your collection development librarian will provide assistance and guidance in creating your TIPS® profiles for your ongoing purchases. In addition, they will help you develop a systematic approach to replacement ordering or building your collections in specific areas using our Collection Builder® lists. They will work with you to develop a schedule to meet your collection needs.

Compleat Book-Serv is convenient and totally flexible. Our highly skilled Compleat Book-Serv team provides professional service to ensure that your library's specifications are followed down to the minutest detail. Upon award, team members for each service area will be assigned from the highly experienced Key Personnel found in the Firm/Staff Experience Section of our response and contact information including toll free phone number, fax number and email addresses will be provided to PPL.

CATALOGING & PROCESSING OPTIONS

Brodart's material-in-hand cataloging service, Compleat Book-Serv, will provide full MARC records with item records for every title ordered. Shelf-ready processing will be customized following the library's specifications for English- and Spanish-language print material ordered from Brodart.

When new cataloging is required, Compleat Book-Serv catalogers will review, modify and upgrade existing cataloging records or provide original cataloging. Creation of bibliographic records is in accordance with the Anglo-American Cataloging Rules, 2nd edition revised (latest update); Library of Congress Subject Headings, latest edition; Library of Congress Name Authority File, Library of Congress Rule Interpretations, 2nd edition, 1989, 2007 update as implemented by OCLC, Dewey Decimal

Classification, 22nd edition; and MARC21 specifications unless otherwise specified by the library. While the Library of Congress is the authority for MARC format, your MARC records can be customized with local information including a local call number.

Compleat Book-Serv catalogers will maintain online access to the library's Sirsi database. With material-in-hand, the Compleat Book-Serv cataloger will search the library's MARC database to find a matching record for each item being processed. If a match is found, the accuracy of the record is verified and the library's existing MARC record is used to print labels and to complete the item level processing.

If cataloging is required, Compleat Book-Serv can catalog new titles using the library's existing cataloging utility including OCLC®. Using the OCLC Connexion® Client we can access your OCLC account via a third-party agreement.

Brodart also understands that the importance placed on data security has grown dramatically throughout the library community. In an effort to protect our customers and their patrons, Brodart has invested in state-of-the-art Intrusion Prevention (IPS) and Security Information Management Systems (SIMS) as well as developed a comprehensive and aggressive network security policy framework. Along with this, Compleat Book-Serv can accommodate a variety of customer security policies, ranging from cataloging over Secure Shell (SSH) or over Virtual Private Networks (VPN).

To ensure prompt delivery of services, PPL will be required to provide sufficient licenses and bandwidth for connecting to your database. The number of licenses and the amount of bandwidth needed (measured by items per hour) must be determined and agreed upon prior to your Compleat Book-Serv profile setup. Brodart will need to have access to your database from 6:00 a.m. to 6:00 p.m. Eastern Standard Time.

Once your account and set up is established, it is important to note that if your library is planning a system migration or version upgrade to your ILS, you will need to contact Brodart as soon possible so there is no disruption of your service. A full system migration will require additional programming and testing which will increase the amount of time required for set-up. It is our understanding that PPL plans on migrating to the Polaris system during the course of this contract. Brodart is fully capable of handling such a migration. A migration timeline has been provided in Exhibit I as a reference.

ONGOING CUSTOMER SUPPORT

At Brodart, the sale does not end with delivery of the product. We value an ongoing supportive relationship with our clients. You will be assigned a personal account manager who will be more than happy to answer any of your questions or provide any additional information you may need. We pride ourselves on our 24-hour response time.

In addition, a team of catalogers and processors will be trained on your library's customized specifications and will remain on your account throughout its life.

ORDERS

Brodart will set up accounts for your library based on your specifications and provide as many accounts as required. You may add new accounts, delete old accounts, or change the name and address information. Multiple ship-to accounts will be linked to the appropriate bill-to account. Each ship-to account will include a five-line address and account number. The information will link to related cataloging and processing specifications. **There is no minimum order requirement.**

Brodart offers a number of methods for submitting orders:

- Submit your order directly to Brodart through BibzII.com®, Brodart's online collection development and ordering tool.

- Import on-order records from BibzII.com in a format developed especially for your integrated library system (ILS). You can import on-order records directly into your system with or without the distribution information. On-order records are typically used to create a purchase order in the ILS.

- Submit orders directly to Brodart from your ILS. Brodart fully supports X12 or EDIFACT formatted electronic business transactions including purchase orders, order acknowledgements, and invoices.
- Fax orders to 800.999.6799.
- Telephone orders by calling 800.474.9802.
- E-mail orders to your account manager.
- Mail orders to the attention of your account manager at Brodart Co. Books & Automation, 500 Arch Street, Williamsport, PA 17701

PROJECT REPORTS
Brodart can provide a number of reports to assist the PPL with monitoring the status of materials supplied by Brodart.

Confirmation Report
Paper confirmation of titles ordered can be supplied to the library when orders are entered. The Confirmation Report will include the author/editor, title, ISBN, list price, discount, extended price, and status (not yet published, out of print, must order direct). The confirmation reports are available by account number, and titles will be arranged alpha by author or by title.

On-Order Title Status Report
Brodart's On-Order Title Status Report will identify, by account number, the status of all titles on order. This report includes the ISBN, quantity ordered, author, title, purchase order number, list price, and order date. The On-Order Title Status Report is available weekly, monthly, or upon request.

Cancellation Reports
Brodart will notify all libraries of cancellations on a title-by-title basis. The Cancellation Report will include the ISBN, quantity ordered, author, title, list price, purchase order number, and the reason the title was cancelled. Cancellation reports are available weekly or monthly.

Invoices
Brodart offers a number of invoicing options:
- an invoice to match every packing slip
- a consolidated weekly invoice
- a consolidated monthly invoice

Brodart's invoices are available in triplicate and include the title, author, ISBN, published date, quantity, list price, discount, unit price, and extended price, as well as your purchase order number. Cataloging and processing charges can be either billed on a separate invoice or listed on an item invoice as a separate line item. Our payment terms are net 30 days from the date of the invoice. Please note that the pricing outlined on the attached Pricing Proposal does not reflect the use of a procurement card. Payment via a procurement card may incur an additional fee.

Fund Reports
Brodart's Do-Not-Exceed (DNE) system will provide accurate fund accounting for all orders placed with Brodart. The DNE system will allow PPL to specify the exact amount of money budgeted for each subject category and will fulfill all orders up to, but not exceed, the monetary limit.

Brodart's DNE system will encumber items at the actual invoice price (net price of the item plus processing charges). This will provide Fund Reports to ensure the cost of the collection does not exceed the budgeted amount.

Your Fund Reports will include the dollar limit and the quantity and dollar amounts of items invoiced, cancelled, allocated, and in-process. The DNE system will continuously update the encumbrances, expenditures, and remaining balances as the orders move from one status to another. All charges paid by PPL will be included in the Fund Report.

REINFORCEMENT SERVICES

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

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

Dura-Guard reinforces the spine of a paperback book and increases circulation durability. A one-piece, heavy-duty clear laminate keeps the cover art attractive and bright.

Both Dura-Guard and Duralam processes

- Are available for paperbacks ordered with or without additional cataloging and processing options
- Have been perfected over 30 years of successful use
- Are easy to order—simply indicate on your order the paperbacks you would like to have reinforced
- Have no minimum order requirements
- Feature bindings that are individually handcrafted to ensure quality workmanship

CREDITS AND RETURNS

Any item received damaged, defective or not as ordered (wrong title supplied, short shipment, etc.) will be replaced or a credit will be issued. All contractor errors will be handled in this manner. Requests to return items for any other reason will be handled on an individual basis. While we make every attempt to satisfy our customers regarding defective items, we ask that items showing normal wear and tear not be returned.

CONTINUATIONS

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

- Brodart maintains constant communication with over 80 thousand publishers and distributors. Our title file is updated daily, ensuring that the title status information you receive from Brodart's Continuations Department is the most up-to-date available.

- Serial maintenance is made easier when you use our free monthly status reports and skilled personal assistance. And to simplify establishing a standing order account, we offer you a full range of transition services.

- The Continuations Department personnel are dedicated professionals who are knowledgeable about all aspects of the Continuations Service. They take pride in providing prompt and accurate responses to any questions. Each library is assigned their own Continuations Consultant. That individual will stay in close contact with the responsible person at the library to ensure optimum service.

- Brodart's Continuations Service offers an Alternate Year Program, which can be tailored to meet your library's needs. You may receive books as frequently or infrequently as desired.

- You may add new titles to your standing order or adjust existing orders at any time. Our files are updated daily in order to provide you with prompt, accurate service. All cancellations are effective immediately upon receipt by the Continuations Department.

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

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

Taking advantage of Brodart's Continuations Service is easy. Simply list the titles to be ordered with starting volumes, years or editions and the desired quantities. Once Brodart receives the comprehensive title listing which contains your standing order titles, we will immediately begin establishing your account while simultaneously ordering the titles from the various publishers.

To make it easy to transfer to Brodart's Continuations Service, we will also send a cancellation notice to your former supplier. You need only indicate in writing which titles are to be cancelled, your account or purchase order number and the name of the supplier. The Continuations staff works with your library during this transition period to assure a smooth transfer of all standing orders. Furthermore, if there is some duplication of titles, Brodart will assume responsibility and accept any such returns. Once all of the titles have been entered into our database, we can determine any must-order-direct titles and will notify the library of such titles.

Compleat Book-Serv cataloging and processing is available for your Continuations material.

MCNAUGHTON®

The library community has trusted McNaughton to consistently deliver the best in shelf-ready, popular material for over 50 years. PPL has taken advantage of our McNaughton adult and children's plans. Both plans offer:

Free Standard Cataloging and Processing: McNaughton offers a variety of cataloging options. Choose from our standard cataloging or select other options that fit within your cataloging type. Full cataloging records in MARC 21 or OCLC MARC format are available for your selections complete with optional barcode labels and item records for the most popular library management systems. All books receive a clear, plastic book cover, a white spine label (children's hardcover plan), a green paper insert which serves as a property label/spine label (adult hardcover plan), and an optional pocket mounted on the front of back flyleaf. Custom cataloging is also available for your McNaughton material through Brodart's Compleat Book service.

Convenient Ordering: Simple selection is just a click away with McNaughtonBooks.com. Through this online resource, you can review, select and order all McNaughton titles faster and more efficiently than ever, twenty-four hours a day, everyday. By logging into our secure Web site, you can also view your

latest monthly lists or search all the McNaughton titles selected for your plan. McNaughtonBooks.com is fast, simple and easy. McNaughton selections can also be ordered by telephone, mail, or fax.

Personal Attention: We recognize that each library's needs are different. Understanding how patrons use your library and how you serve your patrons will help us create a subscription solution tailored to meet these needs. This attention and dedication to personalized service is a large part of developing the many long-term customer relations that have formed between McNaughton and the libraries that take advantage of our services.

At the onset, our staff will gather information regarding your library. We will ask questions that allow us to arrive at a plan that is exactly what you need – nothing more and nothing less. We will assign a customer care associate to your library to handle the set-up of your account and answer any day-to-day questions you may have concerning your ongoing service. The McNaughton team is dedicated to serving your library for the lifetime of your subscription.

COLLECTION DEVELOPMENT SERVICES

Collection Builder Custom Selection Lists

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

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

TIPS

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

Through TIPS, your library can set up one or more profiles based on the following elements:

- review sources
- subject categories
- publishers
- series
- authors/illustrators
- age levels
- physical formats

These profile elements, chosen specifically to meet the needs of libraries, allow you either to create a profile that mimics your current title identification and list-building process OR to explore new approaches to the collection-building process. In other words, if you currently compile lists from multiple journal

reviews, we can do that for you. Or, if you would like to expand the number of sources from which you draw titles, we can monitor new titles by publisher, series, author, or illustrator.

- On a regular basis, Brodart compiles lists of new titles meeting the specifications of the TIPS account profile. This can be weekly, twice monthly, or monthly and can be done on a pre-publication or a just-published basis. Duplicate titles are eliminated before you receive the lists and can be blocked from list to list.
- Full-text reviews from *BookPage, Booklist, Bulletin for the Center for Children's Books, Criticas, Horn Book, Kirkus, KLIATT, Library Journal, Library Media Connection, Publishers Weekly, School Library Journal, Science Books & Films,* and *VOYA* are available. Full review citations including date and page number are also available from two additional review journals: *Booklinks* and *New York Times Book Review.*
- TIPS lists are available electronically via BibzII.com, or MARC-formatted files for your ILS can be posted to an FTP server. Paper copies of TIPS lists are available for a small fee per copy.

TIPS lists are available on a subscription basis to Brodart's Books & Automation customers. Pricing is based on number of profiles, list format, and review journals. TIPS pricing is included for your review.

Spanish TIPS
Spanish TIPS is a monthly TIPS program for Spanish titles. Brodart's experienced Spanish selectors identify approximately 100-150 titles each month including titles for all ages and in all subject areas. Spanish TIPS can be divided into two or more separate lists upon request. Titles are selected from both United States and foreign publishers including publishers from the major Spanish-speaking countries. These titles are fully coded, cataloged, and annotated. It is our intent to identify the Spanish titles most valuable to public libraries and present them through the TIPS profiling system. Spanish TIPS pricing is included for your review.

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

BibzII.com
BibzII.com is our online collection development and ordering tool. Information is updated daily. Among its many features, BibzII.com:

- allows you to search the four million items on Brodart's title file by combinations of 30 possible search criteria (e.g. author, title, bind, and ISBN).
- provides access to hundreds of predefined lists such as Social Issues for Teens, Fiction Blockbusters, and Career books that are regularly updated with new titles.
- search results or predefined lists can be selected and saved.
- users have full list editing capabilities to add, change, and delete titles.
- lists may be shared within your library consortium, with administrative controls.
- includes citations from significant reviews and full-text reviews from *Kirkus.*
- provides unlimited number of user IDs and full "family" functionality.
- allows you to submit orders or download orders into your ILS.

Brodart has created an interface between Brodart's BibzII.com and your ILS, please see Exhibit II for additional information on the Sirsi and Polaris interfaces.

FIRM/STAFF EXPERIENCE

About Brodart

A true library services company, Brodart's primary business focus is libraries, serving schools, public systems, universities, and the federal government. We have been servicing libraries for nearly 70 years providing a wide range of material and value added services. Our experience and flexibility enables libraries to choose the best option to fit their individual needs.

Because we have all our resources centralized in one location, we can efficiently and effectively process, fill and ship orders. Our state-of-the-art fulfillment system ensures rapid turnaround time for all back-ordered titles. Meeting the ever expanding needs of the 21st century library is a challenge we take very seriously. As a result, we have established, and continue to develop, business relationships with more than 80 thousand publishers, including small and academic presses. To meet the diverse needs of today's multicultural society, we currently offer approximately 85 thousand Spanish-language titles from more than 11 hundred publishers, both domestic and off-shore.

Brodart is a customer-centric company that employs state-of-the-art technology to engineer the technological platform used to support the library community, both in online ordering tools and interfacing with integrated library systems.

Compleat Book-Serv

Custom Cataloging and Processing

Brodart was the first book vendor to offer customized cataloging and processing services and has been providing libraries with shelf-ready books since 1958. Today, Compleat Book-Serv carries on this tradition of excellence. Our professionals can ship books to your library quickly and efficiently, catering to your specific needs. Whether you are planning an opening day collection, need temporary help with your backlog, or need ongoing cataloging and processing services, Brodart's experts can help.

Compleat Book-Serv offers material-in-hand cataloging, customized bibliographic records in MARC format, classification tailored to fit within your library's existing collection, customized holding records, and detailed physical processing to mimic your in-house specifications.

Management Team

A dedicated project management team will assist you in evaluating your needs and defining your specifications. Your team will consist of an experienced automation specialist, cataloging services librarian holding an ALA-accredited MLS degree, and a personal project manager. The library's team of professionals will be selected from the Key Brodart Personnel section below.

We pride ourselves in the availability of our staff. Always here when you need us, we are willing and ready to offer timely, informed advice. This teamwork from within and the availability of our project managers to facilitate open communication on every level have been the strongest attributes of our program and have been essential to the success of our clients.

With our project management reports, you can rely on Compleat Book-Serv to keep you informed of your account status. These reports will specifically help monitor purchases, funding, cancellations, and invoices.

Collection Development & Selection Services

Brodart's collection development team has the knowledge, experience, and customized selection tools to help you build and maintain a quality collection for your library's patrons. We understand that no two libraries are alike; one size simply does not fit all. That's why our collection development solutions are customized to meet your library's unique needs. We can assist you with specific tasks or handle the selection process from start to finish.

Continuations

Continuations is designed to manage your standing orders so you don't have to monitor the publication of a series or annual editions. Each new edition will arrive as it is published, allowing you to offer the publications your patrons want without the time-consuming task of managing standing orders. Choose our Alternate Year Program—your option to establish standing order frequency—for ultimate flexibility. And to make the transition easy, we offer a free cancellation service from other vendors.

McNaughton Subscription Plans

For over 50 years, the library community has relied on McNaughton to select and deliver the most sought-after titles. Staying up to date with the hottest releases and popular authors can be a complicated and time-consuming task. That's where McNaughton can help. Drawing from a successful history, our diverse selection committee understands circulation demand and is widely recognized for our ability to determine which will be of greatest interest to your patrons. Our highly flexible subscription-based plans take the guesswork out of the selection process so that you need less time for research and have more time to spend with your patrons.

Everything from the set-up process to selection and ordering is hassle-free and designed around your needs. McNaughton's convenient subscription solution offers the best of both worlds. It will save you time and money while delivery shelf-ready popular material to your patrons when they want it most.

Key Brodart Personnel

MANAGEMENT STAFF

Michele Harvey

- Manager of Customer Support, Compleat Book-Serv (1995-Present)
- Project Manager, Compleat Book-Serv (1990-1995)
- Administrative Assistant to Books Marketing Manager/Administrator of Collection Development Services (1986-1990)
- Administrative Assistant to Books Production Manager/Manager Bookstore (1980-1986)
- Administrator, Government Contracts (1979-1980)
- Acquisitions Department (1978-1979)
- Receiving Department (1977-1978)
- ***31 years with Brodart***
- A member of the Compleat Book-Serv team since its inception, Michele has worked on more than 200 opening day collection projects coordinating setup, programming, scheduling, reporting and delivery requirements. She currently oversees the installation, service and customer relations for all of our accounts receiving custom cataloging services.

Ray Huggins

- Manager of Compleat Book-Serv Programming Services (2000-Present)
- Production Manager, Brodart Automation (20 years)
- Programming Supervisor, Brodart Co. (11 years)
- Computer Programmer, Brodart Co. (4 years)
- Computer Programmer, US Air Force (4 years)
- ***43 years with Brodart***
- Ray designed the Brodart IAS cataloging utility and has been part of the custom programming team for every opening day collection delivered by Compleat Book-Serv.

Lori Gray
B.A. - University of Redlands, CA

- Compleat Book-Serv Sales Manager (1997-Present)
- Western Regional Manager, Books Division (1995-1997)
- Sales Representative, Books Division (1989-1995)
- ***19 years with Brodart***
- Lori Gray started with the company in 1989 following her work in a family business. She has served as a Sales Representative for the West Coast territory for several years before being promoted to Sales Manager for Brodart's customized cataloging service.

Lauren K. Lee
M.Ln. – Masters of Librarianship; Emory University, Atlanta, GA
B.A. – Bachelor of Arts; major in Spanish; Southwestern at Memphis, Memphis, TN

- Senior Collection Development Librarian, Brodart (2005-Present)
- Collection Development Analyst, Brodart (2002-2004)
- Manager, Collection Development Services, Brodart (1990-2002)
- Collection Management Administrator, Atlanta-Fulton Public Library, Atlanta, GA (1984-1990)
- Acquisitions Librarian, Georgia Institute of Technology, Atlanta, GA (1982-1984)
- Adult Services Librarian, Cobb County Public Library, Marietta, GA (1977-1982)
- ***18 years with Brodart***
- As Senior Collection Development Librarian, Lauren works closely with customers to assess and meet their collection development needs. Her specialties are opening day collections and vendor selection, but she has also worked extensively with ongoing services, web-based services, and ILS interfaces. She was co-creator of TIPS, Brodart's Title Information Preview Service. A member of ALA since 1977, Lauren enjoys the Collection Management/Selection for Public Libraries Discussion Group, which she once chaired. In her spare time, she likes to select adult 100's, 200's and 600's.

Jennifer Rooth, National Sales Manager
B.S. - Education, Western Oregon University

- National Sales Manager, Brodart Books & Automation Division (2004-Present)
- Sales Manager, BWI (1997-2004)
- School Teacher (1990-1997)
- ***4 years with Brodart***
- As a National Sales Manager, Jennifer works closely with the Brodart sales team. She brings to Brodart new and creative ideas in managing and training our Sales Representatives. Prior to sales, Jennifer spent 7 years as a school teacher.

CUSTOMER SUPPORT STAFF

Kris Anderson
M.L.S. - Library Science, University of Pittsburgh
B.S. - Education, Slippery Rock State University

- Sales Consultant, Brodart Books & Automation (2006-Present)
- Automation Consultant (1997-2006)
- Manager, Data Services (1991-1997)
- High School Librarian (1984-1991)
- ***Over 20 years working in libraries and technology***
- Kris brings a wealth of experience, with over 20 years of experience in libraries and in educational sales. Prior to library sales and moving to CA, Kris was a high school librarian in Pennsylvania. She was involved in the automation of the school libraries in her district to participate in the statewide union database project, "Access PA." After moving to CA, Kris managed data services and worked with various statewide database projects. She then moved on to begin her sales career in providing library automation services and software to the K-12 market in Southern California. Kris joined Brodart in 2006 as a Sales Representative for Southern CA, Arizona and Nevada.

Dick Mason

- Project Manager, Compleat Book-Serv (2003-Present)
- Account Manager and Customer Support Consultant, Brodart Customer Service (2000-2003)
- TIPS New Title Bibliographer, Brodart Technical Services (1998-2000)
- ***10 years with Brodart***
- Dick's responsibilities include profiling, scheduling, project management and database setup for our new accounts. He also works closely with the Account Manager to ensure that the project is progressing as planned. Dick also coordinates planning for our Compleat Book-Serv installation team. He worked as an Account Manager for a number of years serving our automated cataloging customers and has extensive experience working with bibliographic data in Brodart's in-house Technical Services Department.

Andrea Miller
B.A. – Sociology, Lycoming College, PA

- Project Manager, Compleat Book-Serv (April 2008-Present)
- Manager, Collection Development Services (2005-Present)
- Project Manager (2004-2005)
- Collection Development Electronic Services Consultant (1999-2003)
- Collection Development Specialist (1994-1999)
- Cataloger II, Compleat Book-Serv (1992-1994)
- ***16 years with Brodart***
- Andi is the newest member of our Compleat Book-Serv installation team. Her responsibilities include profiling, scheduling, project management and database setup for our new accounts. She also works closely with the Account Manager to ensure that the project is progressing as planned. Andi also coordinates planning for our Compleat Book-Serv installation team. Although new to custom cataloging, she brings a great deal of project management experience combined with a vast amount of product knowledge.

Marty Snella
B.S. – Communications Media, Indiana University of Pennsylvania

- Project Manager, Compleat Book-Serv (May 2007-Present)
- Technical Product Support Associate, Books & Automation (2005-2007)
- ***3 years with Brodart***
- Marty is the newest member of our Compleat Book-Serv installation team. His responsibilities include profiling, scheduling and database setup issues for our new accounts. He works closely with the Account Manager to ensure that the project is progressing as planned. Although new to custom cataloging, Marty's previous role as Technical Product Support Associate has afforded him insight into customers' use of complex EDI, 9xx and FTP workflows. This, along with his knowledge of Brodart's web-based and standalone technical products, give him a good understanding of the library industry and its need for customized and often unique solutions.

Barb Fritz
B.S. – Lock Haven University

- Compleat Book-Serv Customer Care Group Leader (March 2007-Present)
- Project Manager, Compleat Book-Serv (March 2001-March 2007)
- Cataloger, Compleat Book-Serv (1997-2001)
- ***11 years with Brodart***
- As a member of the Compleat Book-Serv Team, Barb is responsible for providing superior customer care through the daily supervision of the Compleat Book-Serv Account Managers. In her previous experience as Compleat Book-Serv Project Manager, Barb assumed the responsibility for profiling and setup of our new accounts. As a Compleat Book-Serv cataloger, Barb worked on approximately 25 accounts providing both ongoing and opening day custom cataloging services. Barb has also been on-site for the delivery and shelving of several opening day collections.

Jessica Blaker
B.A. – Lycoming College, SUNY Cortland

- Account Manager, Compleat Book-Serv (March 2007-Present)
- Account Manager, New School Openings (Jan. 2006-March 2007)
- Spanish Cataloger, Tech Serv. Department (1999-Dec 2005)
- ***9 years with Brodart***
- As a member of the Compleat Book-Serv Account Management Team, Jessica is responsible for monitoring service and quality, as well as day to day maintenance of Compleat Book-Serv accounts. She works closely with all production areas to guarantee excellence. Jessica's field of education and previous experience as a Spanish cataloger gives her an advantage in understanding her customers' cataloging requirements.

Tina Jodun

- Account Manager, Compleat Book-Serv (October 2007-Present)
- Cataloging Services Librarian Assistant, Compleat Book-Serv (June 2006-October 2007)
- Cataloger, Compleat Book-Serv (1996-2006)
- Processor (1994-1996)
- ***14 years with Brodart***
- As a member of the Compleat Book-Serv Team, Tina is responsible for monitoring service and quality, as well as day-to-day maintenance of Compleat Serv accounts. She works closely with all production areas to guarantee excellence. Tina's experience in Compleat Serv cataloging gives her an advantage in understanding her customers' cataloging needs.

Tara Miller
Pennsylvania College of Technology

- Account Manager, Compleat Book-Serv (April 2005-Present)
- Pricing & Contracts Analyst (2001-2005)
- ***7 years with Brodart***
- As a member of the Compleat Book-Serv Team, Tara is responsible for monitoring service and quality, as well as day to day maintenance of Compleat Serv accounts. She works closely with all production areas to guarantee excellence. Tara's previous experience in writing and responding to bids and proposals gives her an advantage in understanding the full range of products and services available to Brodart customers so she can better meet their needs.

Sharon L. Sullivan

- Account Manager, Compleat Book-Serv (July 2004-Present)
- Technical Support Representative, Internet & Online Services Department (December 1990-July 2004)
- Customer Service Representative, McNaughton Book Service (1988-1990)
- Executive Secretary – Books Division QA/Customer Service Manager (1984-1987)
- Executive Secretary/Receptionist, Supplies Marketing Division (1982-1984)
- ***26 years with Brodart***
- As a member of the Compleat Book-Serv Team, Sharon is responsible for monitoring service and quality, as well as day to day maintenance of Compleat Serv accounts. She works closely with all production areas to guarantee excellence. Sharon has a very strong background in supporting our online services and acquisitions systems as well as previous customer service experience with our McNaughton Book Leasing Service.

COLLECTION DEVELOPMENT TEAM

Julie Brown
M.L.I.S. – Wayne State University, Detroit, MI
B.A. – Communications, University of Michigan, Ann Arbor, MI
A.S. – Arts, Delta College, University Center, MI

- Collection Development Librarian, Adult Services (2004–Present)
- Office Manager, Keystone Management Group (2001-2004)
- Communications Coordinator, Concord Management Limited (1996-2001)
- Library Volunteer, Redford District Library, MI (2003-2004)
- Library Student Assistant, Delta College Library, MI (1992-1994)
- ***4 years with Brodart***
- Julie's background working in both academic and public libraries combined with her management experience gives her a definite edge when it comes to overseeing opening day collection projects. In addition, she is also a main contributor to the development and maintenance of our ongoing Spanish language book program for public libraries. Julie truly understands the evolving demands libraries face and is committed to providing service to assist with their increasing needs.

Prudence A. Cendoma
M.L.I.S. – Specialty in Technical Services, University of Pittsburgh, PA
Graduate Certificate in Latin American Studies, University of Pittsburgh, PA
B.A. – Psychology / Elementary Education, Lycoming College, PA

- Collection Development Librarian (2007-Present)
- Product Manager, General Library Services (2005-2006)
- Business analyst, Technical Services (2004 -2005)
- Director of Data and Collections Management (2002-2004)
- Spanish Product and Services Consultant (2001-2002)
- Spanish Cataloging Resource Paraprofessional, Compleat Book Serv (1997-2001)
- Spanish Cataloger I, Compleat Book Serv (1996-1997)
- Cataloger II, Compleat Book Serv (1995-1996)
- ***13 years with Brodart***
- Prudence brings a wealth of knowledge and expertise to the department. When Director of Data and Collections Management, Prudence insured that the department had only the best and brightest selectors and project managers. Prior to that, her responsibilities included project management, business plan development, cataloging Spanish language materials, and custom cataloging English materials. When she left Brodart to become an independent consultant for libraries, not only did we want to continue her legacy, we wanted to continue to have her input. Luckily for us she readily agreed to be an outside adult English and Spanish materials selector and she regularly applies her immense experience to many of our projects.

Janell Cipriani

- Materials Selector, Youth Services (2004-Present)
- Publications Assistant (2000-2003)
- Administrative Assistant, McNaughton (1999-2000)
- ***9 years with Brodart***
- Janell joined the Collection Development team after her assignment to the McNaughton Children's Hardback subscription program. Since then there has been no holding her back. Her expertise in children's literature has allowed her to select extensively in the children's and young adult areas for numerous schools and public libraries. And soon she will be joining the project management staff in the department. Janell has become and will be a valuable asset to the department.

Fern P. Hallman
M.Ln. – Masters of Librarianship, Emory University, Atlanta, GA
B.A. – Psychology, University of Miami, Miami, FL

- Collection Development Librarian, Adult Materials Selector (1990-Present)
- Adult Materials Selection Librarian, Atlanta-Fulton Public Library, Atlanta, GA (1986-1990)
- Business Reference Librarian, Atlanta-Fulton Public Library, Atlanta, GA (1981-1986)
- ***18 years with Brodart***
- Fern selects materials for opening day collections across the country, including more than 20 branches of the Chicago Public Library. Her ongoing collection development work includes 4 years selecting all the new adult titles for 10 branches of the Kansas City Public Library (MO). In her spare time she works as a reference librarian for CNN to keep her reference skills sharp. She was the official librarian for the 1996 Atlanta Summer Olympics. She is valued for her vast knowledge of publishers and authors, her natural instincts as a selector, and her great sense of humor.

Suzanne W. Hawley
M.L.S. - Our Lady of the Lake University, San Antonio, TX
Library Certification K-12, Our Lady of the Lake University, San Antonio, TX
B.A .English, University of Rochester, Rochester, NY

- Collection Development Librarian, Children and Young Adult Selector (1994-Present)
- Adjunct Professor, Florida Gulf Coast University-Children's Literature and Young Adult Literature (1997-2004)
- Adjunct Professor, University of South Florida-Literature in Childhood Education (1994-1997)
- Media Specialist, Laurel Oak Elementary School, Naples, FL (July 1993-2000)
- Media Specialist, Vineyards Elementary School, Naples, FL (July 1990-July 1993)
- Media Specialist, Egypt Lake Elementary School, Tampa, FL (August 1989-June 1990)
- Media Specialist, Gunston Elementary School, Lorton, VA (August 1980-June 1989)
- ***14 years with Brodart***
- Children's and Young Adult Literature are Suzy's areas of expertise. She has selected YA and Children's books for school and public library opening day collections throughout the country. She has served as a contributing editor to the 8th and 9th editions of Wilson's *Junior Authors and Illustrators* and was a member of the Advisory Committee for the 18th and 19th editions of Wilson's *Children's Catalog*. Career highlights include co-authoring a children's literature text book and serving on the Newbery Award Selection Committee.

Maureen Hoebener

- Collection Development Services Manager (2005-Present)
- Coordinator, Data and Collections Management (2003-2004)
- Bibliographer, ESLC (1991-2003)
- Telephone Sales (1986-1991)
- Training Coordinator (1984-1986)
- Executive Secretary (1982-1984)
- ***26 years with Brodart***
- Maureen is our Jill-of-all-trades. She has recently taken over the Annotations section of our department as well as assisting a group of list builders who help develop and supply small lists when needed. She has skills and experience in office management and collection development, from selecting materials to running selection lists. Maureen has taken on many new management responsibilities in the past years. In doing so, she has successfully applied her experience and established several new procedures, which save everyone time. All of this has had a significant impact on time management in our department. Maureen knows where to find the answers!

Katharine L. Kan
M.L.S. – University of Hawaii at Manoa, Honolulu, Hawaii
B.A. – History, University of Hawaii at Manoa, Honolulu, Hawaii

- Collection Development Librarian, Young Adult Specialist (2003-Present)
- Freelance writer, reviewer, consultant (1994-Present)
- Young Adult Librarian, Allen County Public Library, Fort Wayne IN (1997-2002)
- Section Head, Young Adult Section, Hawaii State Library, Honolulu, HI (1993-1997)
- Young Adult Librarian, Aiea Public Library, Aiea, HI (1988-1993)
- Children's Librarian, Aiea Public Library, Aiea, HI (1983-1988)
- ***5 years with Brodart***
- Kat specializes in graphic novels and young adult literature, selecting the titles for Brodart's Graphic Novel Picks for Public Libraries and KidSafe Graphic Novels. She also assists with selection for opening day collection projects. She has written VOYA's "Graphically Speaking" column for over ten years and reviews for Diamond Comics. She selects graphic novels for the Wilson catalogs and is the first librarian to be named a judge for the Eisner Awards. A long time member 1f ALA and YALSA, she has written two books for YALSA, served on the Best Books for Young Adults committee, and the Michael L. Printz Award committee.

Michelle Lane
A.A.S. – Pennsylvania College of Technology

- Materials Selector, Youth Services (2004-Present)
- Account Manager, Compleat Book-Serv (2001-2004)
- Catalog Coordinator/Schools Specialist, Collection Development Services (1999-2001)
- Cataloger/TIPS Coder, Technical Services (1995-1999)
- Cataloger, Compleat Book-Serv (1986-1994)
- Order Entry Department (1985-1986)
- ***23 years with Brodart***
- Michelle rejoined the Collection Development group in 2004, to the great benefit of the team. Not only does she select materials and develop customized selection lists for our public and school library customers, she coordinates all the selections for our publications and website lists as well. Michelle's years of experience in both cataloging and collection development have provided her a solid understanding of our customers' needs and it translates into her high quality work.

Melissa Lepley
B.S. - Mansfield University of Pennsylvania

- Collection Development Assistant Coordinator (2007-Present)
- ***2 years with Brodart***
- Melissa is the most recent addition to the Collection Development staff, joining our team in 2007. With her many years of experience with excellent customer service, Melissa was a natural choice for this position. Working directly with Sandy Rose, Melissa works actively with customers to set up and maintain TIPS and FASTips accounts (Title Information Preview Service). Being a book lover her entire life, she brings exciting new ideas to the Adult McNaughton committee, selecting the best fiction and nonfiction titles for a given publication month. In the short time Melissa has been with Brodart, she has become a valuable asset to the Collection Development team.

Linda Miller

- Publisher Coordinator (1997-Present)
- Copy writer, WZXR (1989-1997)
- Media/Publications Specialist, Williamsport Hospital (1979-1985)
- ***11 years with Brodart***
- Writing has been an integral part of Linda's professional career. Today at Brodart, she spends the majority of her time annotating. Her work includes annotating for the McNaughton Adult and Audio programs, among others. She is also instrumental in conducting research and annotating for various other special projects. As the senior-most member of the annotation writing group, she rounds out her time by providing assistance to the newer members on the team.

Nerissa B. Moran
American University, Political Science
San Francisco Renaissance, Small Business Entrepreneurship

- Manager, Spanish Collections and Acquisitions (2003-present)
- Owner/Founder of Books on Wings (1981-2003) and La Casa del Libro (1990-2003)
- ***5 years with Brodart***
- When Brodart acquired Books on Wings, an internationally known distributor of Spanish language materials to public and school libraries, in 2003, Nerissa joined the Brodart staff to spearhead the expansion of our Spanish language business. Since then she has been involved with all aspects of this business including acquisitions and publisher relations, title identification and recommendation, selection of titles for McNaughton Espanol and Spanish TIPS, and customized selection for individual library accounts. Fluent in English and Spanish, she has attended FIL in Guadalajara, Mexico, since its inception and has led our efforts there. She has written reviews of Latin American titles for several publications and has brought a wealth of Spanish selection experience to Brodart.

Sandy Rose

- Manager of Collection Development Plans (2008–present)
- Collection Development Coordinator (1991–2008)
- Acquisitions Manager (1971–1991)
- Data Processing Department (1964–1971)
- ***44 years with Brodart***
- With more than 44 years of library experience, Sandy has been providing her vast knowledge and understanding of the book industry to serve customers. Best known as the face of the TIPS and FASTips (Title Information Preview Service) products, she also handles a variety of other responsibilities, including managing ongoing and new accounts, selecting and maintaining the Adult, Young Adult, and Children's series lists, as well as maintaining the author lists for customers. Sandy also has the responsibility of selecting specialized lists of titles to meet the needs of Brodart's library partners. Her varied experience and broad knowledge of popular fiction and nonfiction is a tremendous asset to the Brodart selection team.

Deborah Stoppello
M.L.S. – Emporia State University, KS
J.D. – University of Kansas, School of Law, KS
B.A. – English and Political Science, University of Wisconsin, WI
Certificate in Women's Studies, University of Wisconsin, WI

- Manager, Collection Development Department (2008–present)
- Collection Development Librarian, Adult Services (2004-2008)
- Instructional Services Librarian (Interim), Lycoming College, PA (2004)
- Department Head,Electronic Resources & Reference Librarian, Old Bridge Public Library, NJ (2002-2003)
- Reference Librarian, St. Charles City-County Library District, MO (1996-2002)
- ***4 years with Brodart***
- With more than eight years of public library management, collection development, and reference experience, Debbie was a great addition to the team in 2004. Her selection work in the areas of nonfiction, reference, spoken word, and music combined with her subject expertise in law have demonstrated her ability to successfully manage and develop adult public library collections. Additionally, her extensive background in electronic resources is a real asset as we implement new systems.

Wendy Strouse-Beatty

- Children's Buyer (1992–present)
- Adult Hardcover Buyer (1986–1991)
- Adult Paperback Buyer (1985–1986)
- Jr. Buyer (1983–1985)
- Buyer's Assistant (1982–1983)
- Purchase Order Expediting Clerk (1981–1982)
- ***27 years with Brodart***
- Wendy has recently been asked to join the Collection Development team to provide her extensive knowledge of children's literature to better serve a wide array of Brodart's customers. In addition to purchasing children's books for Brodart, Wendy works closely with libraries to select materials that best fit their needs. Wendy also works directly with publishers to choose the newest, most sought after children's titles for a given month. Enthusiastic about her work, Wendy has attended the Educational Paperback Association's annual meeting for the last eight years and has served on the executive board for two years. Wendy's knowledge in the library marketplace makes her an indispensible source for Brodart Co. and our customers.

Laura Thompson
B.A. – English, Lycoming College, Williamsport, PA

- Annotator (2004-Present)
- ***4 years with Brodart***
- Laura is a recent Lycoming College graduate who majored in Creative Writing, and also had minors in Psychology and Women's Studies. Throughout her college tenure, Laura was very active with participation in many campus activities such as the English Society, the Student Library Committee, and was also the President of the Sigma Tau Delta English Honor Society. Her fluency in Spanish has added a new depth to the Department in annotations for our Spanish titles, and her background in tutoring has been beneficial in training new members of the Department. Her sense of humor lightens the day for everyone and she is a highly regarded member of the Annotator team.

Ann L. Wilson
M.L.S. – Clarion University of PA
M.A. – American Studies, Capital Campus, Penn State University, PA
B.S. – Education with concentration in Library Science, Clarion University of PA

- Collection Development Librarian (2000-Present)
- Circulation/Reference Librarian, Susquehanna University, PA (1999-2000)
- Librarian, Combined High School/Public Library, Jersey Shore, PA (1978-1999)
- ***8 years with Brodart***
- As a Librarian in a combined library, Ann brought with her a significant amount of project management experience, from managing such a diverse collection to working simultaneously with two different administrations. At Brodart, in addition to being an experienced selector, she has been the lead collection development project manager for several successful opening day collections and new school opening projects.

CATALOGING STAFF

Amy L. Bartholomew
B.A. – Psychology, Penn State Erie, The Behrend College
M.L.S. – State University of New York at Buffalo

- Cataloging Services Librarian, Compleat Book-Serv (2006-present)
- Cataloging Resource Professional, Compleat Book-Serv (2005-2006)
- Cataloger II, Compleat Book-Serv (2005)
- Director, Wilcox Public Library, Wilcox, PA (2004-2005)
- Senior Page, Audubon Public Library, Amherst, NY (2003-2004)
- Intern, Orchard Park Public Library, Orchard Park, NY (Summer 2004)
- Reference Desk Intern, Lockwood Library, University at Buffalo (Spring 2004)
- Intern, John M. Lilley Library, Penn State Behrend, Erie, PA (Spring 2003)
- ***3 years with Brodart***
- As a Cataloging Services Librarian, Amy is a team member of our Compleat Book-Serv Installation Team and is responsible for profiling the cataloging specifications for our new customers and communicating those instructions to our in-house cataloging and programming staff. She also assumes responsibility for the ongoing changes in cataloging specifications for 30 Compleat Book-Serv's custom cataloging accounts.

Marci Hubler
B.A. - Russian, The Pennsylvania State University
M.S.L.S – Clarion University of Pennsylvania

- Cataloging Services Librarian, Compleat Book-Serv (1999-present)
- Project Manager, Compleat Book-Serv (1995-1999)
- Cataloger, Compleat Book-Serv (1993-1995)
- ***15 years with Brodart***
- As a member of our Compleat Book-Serv Installation Team, Marci is responsible for profiling the cataloging specifications for our new customers and communicating those instructions to our in-house cataloging and programming staff. As a Cataloging Services Librarian Marci is responsible for the ongoing changes in cataloging specifications for 60 custom cataloging accounts. With her past experience as a Project Manager Marci worked on at least 20 opening day collections and another 30 plus ongoing accounts during the setup, maintenance, delivery and shelving phases of the projects. Marci also manages the professional and paraprofessional librarian staff.

Rebecca Marek
B.A. – Spanish, University of Wisconsin, Madison WI
M.A.L.I.S. – University of Wisconsin, Madison WI

- Special Formats Librarian, Compleat Book-Serv (1999-present)
- Cataloging Resource Professional (1990-1999)
- Materials Processor, Memorial Library, University of Wisconsin, Madison, WI (1987-1989)
- OCLC Network Coordinators Assistant, University of Wisconsin, Madison WI (1985-1987)
- ***18 years with Brodart***
- Rebecca is also a member of our Compleat Book-Serv Installation Team and is responsible for profiling the cataloging specifications for our new customers and communicating those instructions to our in-house cataloging and programming staff. She also assumes responsibility for the ongoing changes in cataloging specifications for 25 custom cataloging accounts. In Rebecca's 16 years with Brodart she has provided customized cataloging services for some 75 accounts. Rebecca is our resident expert in A/V and Spanish cataloging.

Lynn Knower
B.A. – Earth Sciences, State University of New York
B.A. – Geography, State University of New York
M.L.S. – University of Maryland, MD

- Cataloging Resource Professional, Compleat Book-Serv (1996-Present)
- Cataloging Technician/Jr. Cataloger, Census Bureau Library, Suitland MD (1994-1996)
- Library Technician, General Accounting Office, Technical & Law Libraries/Technical Services, Washington DC (1990-1994)
- ***12 years with Brodart***
- As a Cataloging Resource Professional Lynn is responsible for the daily cataloging workflow, service levels and quality for his accounts. He directs a team of catalogers to ensure that his accounts receive the best possible service and quality. He also works closely with our Cataloging Services Librarians to ensure the accuracy of each Library's specifications. He has worked on some 50 accounts during the past 10 years providing both ongoing and opening day collection cataloging services.

Deborah Sakash
B.A. – English, Trinity College, Burlington VT
M.L.S. – University of Pittsburgh, PA

- Cataloging Resource Professional, Compleat Book-Serv (1991-Present)
- Intern, Technical Services Dept., Western Psychiatric Institute & Clinic Library, University of Pittsburgh, PA (Summer of 1991)
- Library Aide, Brownell Library, Essex Junction VT & Stowe Free Library, Stowe VT (Summer of 1970 & 1990)
- ***17 years with Brodart***
- Debbe has worked on some 50 accounts in her 15 years with Brodart providing customized cataloging for both ongoing and opening day collections. She works closely with our Cataloging Services Librarians to ensure the accuracy of each Library's specifications. Debbe along with the rest of the cataloging team is responsible for the daily cataloging workflow, service levels and quality for all accounts.

WORK PLAN/PROJECT SCHEDULE

As described in the Scope of Work section of our response, an installation team will be assigned to work with PPL to establish your specifications including but not limited to cataloging, processing and collection development services. The following page outlines a typical project schedule that is followed for establishing new accounts.

Several aspects of the timetable may already be in place for PPL since Brodart currently catalogs and processes PPL's McNaughton material through Compleat Book-Serv. If awarded a contract to supply PPL with ongoing Compleat Book-Serv cataloged and processed material, Brodart would begin by working with PPL to determine if the specifications already on file are accurate. Necessary changes and/or updates would be made to your profiles. Connection to your database is already in place because of the McNaughton material we catalog, however we will need to determine if additional licenses and bandwidth are needed for the additional material being cataloged by Brodart. Once the profiles have been updated to PPL's satisfaction, several test items would be sent to the library for review and approval. When the library is satisfied with the test results, cataloging and processing for your ongoing material will begin.

Once cataloging and processing of ongoing material begins, the average turnaround time for in-stock material receiving Compleat Book-Serv cataloging and processing is 7-10 business days from the time the material is picked from inventory to the time it is ready for shipment. A separate rush account can be established for items you designate as high priority. We ask the library to limit orders on your rush account to 20% of your total orders. The average turnaround time for materials ordered through your rush account is 5 business days.

Peoria Public Library
Sample Setup, Production and Delivery Schedule
Prepared by Brodart

TASK	OWNER	DUE DATE
Contract awarded to Brodart	Library	December 2008
Discuss and establish database connection	Brodart & Library	Already established
Review existing specifications via conference call	Brodart & Library	January 2009
Sign OCLC 3rd Party Agreement	Brodart & Library	Already established
Complete & return OCLC questionnaire	Library	Already established
Spine label & call number formats due	Library	Already established
Send updated documentation resulting from specification review which includes scope of services, technical specifications, the project schedule, and all profiles for review and approval	Brodart	January 2009
Return signed documentation with all final approved profiles to Brodart	Library	January 2009
Technical setup/Programming meeting to incorporate any changes into the existing setup	Brodart	January 2009
Start programming/Implement necessary changes	Brodart	January 2009
Production database ready for testing	Brodart	February 2009
Create test books and records	Brodart	February 2009
Test books and records delivered to library	Brodart	February 2009
First orders to Brodart	Library	February 2009
Library reviews cataloging records and test items to ensure that they meet all specifications as outlined for cataloging, physical processing and automation	Library	February 2009
Library approves and/or notes any changes needed as a result of the test	Library	February 2009
Cataloging and processing begins	Brodart	March 2009

Approved By: _____

Date: _____

SAMPLE

CITY INVOLVEMENT

The City involvement will be minimal. In addition to implementing the awarded contracts, Brodart may contact the City for database connection approval so that we can access the library's database to perform the custom cataloging requirements of the contract. This connection is already established and has been for several years therefore this may not be necessary. If awarded a contract, PPL will need to work with Brodart staff to update the current profiles on file. Some of the key tasks that need be completed by both Brodart and the library are outlined in the sample Project Schedule provided in the Work Plan/Project Schedule section of our response.

PRICING PROPOSAL
Peoria Public Library

Discounts
English-language material will be supplied to the Peoria Public Library at publisher's list prices less the following discounts:

Trade Hardcover Editions	45.0%*
Non-Trade Hardcover & Paperback Editions	12.0%*
Publisher's Library Editions	23.0%
BrodartBound	23.0%
Single Reinforced Editions (School & Library)	45.0%
Trade & Mass Market Paperbacks	40.0%*

Spanish-language material will be supplied to the Peoria Public Library at publisher's list price less the following discounts:

Trade Hardcover Editions	40.0%*
Non-Trade Hardcover & Paperback Editions	20.0%*
Publisher's Library Editions	20.0%
BrodartBound	20.0%
Single Reinforced Editions (School & Library)	20.0%
Trade & Mass Market Paperbacks	40.0%*

Continuations will be supplied to the Peoria Public Library at publisher's list price less the following discounts:

Trade Hardcover & Paperback Editions	40.0%*
Non-Trade Hardcover & Paperback Editions	10.0%*

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

Please see attached binding definitions.

Compleat Book-Serv Cataloging, Linking and Physical Processing

Ongoing and Continuations Material
Compleat Book-Serv can provide material-in-hand cataloging and item level processing for English- and Spanish-language print material purchased from Brodart. Compleat Book-Serv will search the PPL database and verify that the existing record meets the library's matching criteria. For added copy processing, Compleat Book-Serv will use PPL's existing MARC record to print labels and to complete the holding record.

When new cataloging is required, Compleat Book-Serv catalogers will verify and upgrade LC MARC records or provide original cataloging. Pricing reflects cataloging using your OCLC account. Cataloging via another bibliographic resource may require pricing to be reviewed and adjusted as needed. The Compleat Book-Serv cataloger will assign classification numbers based on PPL's specifications.

Brodart will complete the physical processing for books as specified by the library. The pricing below is a bundled price and can include any combination of the following: a barcode (customer supplied), property and branch stamp or label, spine label, attached Mylar jacket (or label protectors affixed over exposed spine labels not covered by Mylar jackets), and genre/identification label. Additional processing components will be reviewed for potential price adjustment.

Cataloging, Linking and Physical Processing	**$ 5.75/book***

*Please add $2.00/item for Spanish-Language material.

McNaughton Material
Compleat Book-Serv will provide material-in-hand cataloging for your McNaughton adult and children's plans. We will search the PPL database and verify that the existing record meets the library's matching criteria. For added copy processing, Compleat Book-Serv will use PPL's existing MARC record to print labels and to complete the holding record.

When new cataloging is required, Compleat Book-Serv catalogers will verify and upgrade LC MARC records or provide original cataloging. The Compleat Book-Serv cataloger will assign classification numbers based on PPL's specifications.

Cataloging, Linking and Physical Processing	**$ 4.50/book**

RFID
Brodart will supply, apply and encode 3M RFID tags with barcode information for $1.20 per tag.

Brodart's Reinforcement Services

Brodart's Duralam	**$ 4.50/book**
Brodart's Dura-Guard	**$ 2.20/book**

Collection Development Services

TIPS Profiles

TIPS Profile:	$50 per month per profile
Electronic access through BibzII.com:	Free
Paper listing:	$5.00 each

Note: Standard delivery method is Priority Mail (USPS).
Other delivery methods are available for an additional fee.

Review Sources
Rates are determined by the number of full-text review sources accessed either through BibzII.com or a TIPS profile. There is no charge for *Kirkus* Reviews. Additional sources are available per the rate schedule below.

Kirkus Reviews	Free
Up to 4 additional sources	$50 total per month
Up to 8 additional sources	$70 total per month
All review sources	$90 total per month

Spanish TIPS Pricing
Your annual book budget will determine the amount of Spanish purchases needed to receive Spanish TIPS FREE. If your Spanish purchases do not meet or exceed the amount shown below based on the category which applies to you, the annual subscription fee is $720.

Annual Book Budget	Spanish Purchases
$1,500 - $50,000	$1,500
$50,001 - $350,000	$4,000
Over $350,000	$8,500
Paper listing:	$5.00 each

To receive Spanish TIPS, PPL will be asked to complete and return a Spanish TIPS Acceptance form.

McNaughton Services

Adult Hardcover Lease Plan

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

Book Allowance Outline	
New Book Allowance Per Month	40
New Book Allowance Per Year	480
Annual Cost	$7,824.00
Less 2% Annual Prepayment Discount	$156.48
Total Annual Cost	$7,667.52

The annual cost includes any of our standard cataloging and processing options. If you require processing options outside our standard options, they will be reviewed on a per item basis. There may be an additional cost associated with special processing requirements. These figures do not include any applicable taxes. Custom cataloging charges are outlined on the previous pages.

PPL will receive full allowance during all months of the contract period. One book allowance will be deducted for all books with a publisher list price of $26 or less. Additional allowance will be deducted for higher priced books. For example, two allowance credits will be deducted for books with a publisher list price of $26.01 through $36. Each additional $10 dollar increment equals one additional allowance.

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

Children Hardcover Lease Plan

The following plan will provide an estimated 269 Children's books per year. The example listed below is based on a selection of books within a publisher's list price range of $16.00 to $17.99.

Point Allowance Outline	
Monthly Point Allowance	202
Annual Point Allowance	2424
Annual Cost	$3,999.60
Less 2% Annual Prepayment Discount	$79.99
Total Annual Cost	$3,919.61

The annual cost includes any of our standard cataloging and processing options. If you require processing options outside our standard options, they will be reviewed on a per item basis. There may be an additional cost associated with special processing requirements. These figures do not include any applicable taxes. Custom cataloging charges are outlined on the previous pages.

Your Children's account is credited with a specific number of monthly point allowances which you encumber to order. The number of points required for each book is based on the list price. It's easy to allocate your available points because we print the point value of each book to the right of the title on our monthly lists. If you do not order new titles in a given month, you do not lose those allowance points. They are automatically added to your available balance, and retained for later use.

Shipping

Shipments will be made by best means (USPS, Common Carrier or UPS Ground) and designated for inside delivery to your main library. Branch shipping is available for an additional fee.

Shipping and Delivery	**No Charge**

If, throughout the course of this contract/agreement, your mix of titles or quantities changes, Brodart reserves the right to review and revise our discounts and/or pricing accordingly. Publisher's list prices are subject to change without notice. The above discounts will remain in effect for one year from date of award with the option to renew for four additional one-year periods.

Brodart's Category/Binding Definitions

Trade Discounted Hardcover Editions: A book that is published with a glued binding and a hardcover, and may also be known as a hardbound, hardback, cloth bound or cloth cover. Trade discounted hardcover editions are usually fiction or current nonfiction and are generally published for the general consumer and deal with subjects having a broad mass appeal. Publishers promote and advertise these titles more aggressively and print runs are greater than the norm.

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

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

Single Reinforced Editions: A book published with a durable fanned and glued hardcover binding that may or may not be sewn. Also known as "School" and "Library" binding. Subject matter may be directed at adults or juveniles (though they are usually reserved for children's materials) and may be fiction or nonfiction. Publishers designate which titles are "Single Reinforced Editions" to Brodart.

Non-Trade Discounted Hardcover: A book that is published with a glued binding and a hardcover that deals in subjects such as technical, reference, scientific, medical and/or is published by a small press. Hardcover titles on which Brodart receives minimal or no discount and/or the publisher requires prepayment may be discounted at the non-trade discount quoted in this category or invoiced at the publisher's list price. Publishers whose titles have limited sales volume and those who are not in compliance with Brodart's purchasing requirements may be in this category. Non-trade discounted hardcover books may be both adult and juvenile.

University Press Titles: This includes both hardcover and paperbacks published by university presses. This category includes materials where Brodart receives minimal or no discount and/or the publisher requires prepayment.

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

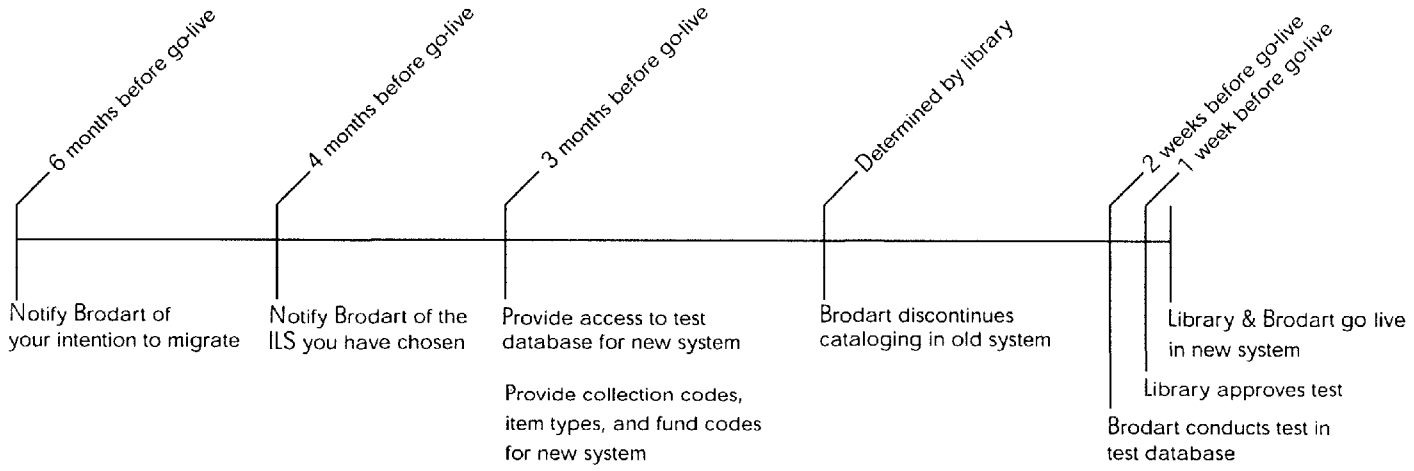
Non-Trade Discounted Paperbacks: A book that is published with a paper cover that deals in subjects such as technical, reference, scientific, medical or small presses. Paperback titles on which Brodart receives minimal or no discount and/or the publisher requires prepayment may be discounted at the non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

BrodartBound: Brodart maintains a partnership with Topeka Bindery, formerly Tandem™ Library Group, for rebound paperback books. The process of this transformation begins with the original publisher's paperback book. The cover is carefully removed and the image is scanned into a computer and then scanned to a hardcover. The outside cover is laminated with a nylon lamination material for extra protection. Topeka does not alter or choose the type of paper used in the rebound books; this is decided by the original publisher of the paperback book. Two end sheets are attached to each book to preserve its pages. Depending on the thickness of the book, the unification is either accomplished by gluing or sewing.

Duralam: A paperback converted to a hardbound book.

Duraguard: A paperback reinforced with a heavy-gauge laminated cover.

The Ideal Migration Timeline*



*Timeline will be affected by the complexity of the setup— number of profiles, number of formats being cataloged, access to a test database, access to the production database, and timely receipt of required information.

Technical Support

BibzII.com Order Interface

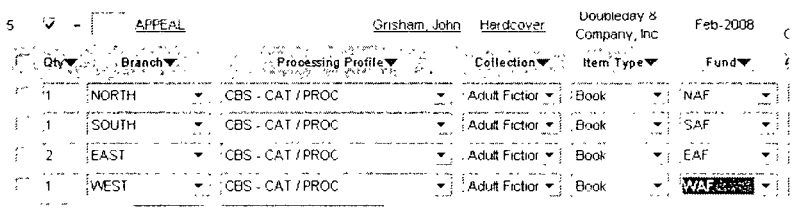
Brodart's BibzII.com and SirsiDynix's Unicorn System

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

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

The benefits of the interface are:

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



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

Over →

Technical Support

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

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

```
00000          2200229  4500
00001        07283318
00010        |a  2007044905
00020        |a9780385515047:Hardcover;|c$27.95
00035        |a07283318
00050 00     |aPS3557.R5355|bA86 2008
00082 00     |a813/.54|222
00092        |aOn-Order
00100 1      |aGrisham, John.
00245        |aAPPEAL
00260        |aNew York :|bDoubleday,|cc2008.
00500        |aBrodart BibzII On-Order Record
00948        |sY
00969        |IILS MARC Record|p27.95
00970        |INORTHAFbook|fNAF|q1|p27.95
00970        |ISOUTHAFbook|fSAF|q1|p27.95
00970        |IEASTAFbook|fEAF|q2|p27.95
00970        |IWESTAFbook|fWAF|q1|p27.95
```

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

Direct Order Interface

Brodart's BibzII.com and SirsiDynix's Unicorn System

Brodart and SirsiDynix have collaborated to enable the following:

Electronic Orders

A direct ordering interface allows a Unicorn library to produce and transmit an order to Brodart.

Electronic Order Acknowledgments

Electronic order acknowledgment processing that allows Brodart to communicate order status back to the Unicorn ILS updating order records with the status of title confirmed, title backordered, or title cancelled.

Electronic Order Invoices

Electronic order invoice processing that allows Brodart to communicate the actual dollar amount invoiced back to the Unicorn ILS for the updating of funds related to the order records.

Technical Support

BibzII.com Order Interface

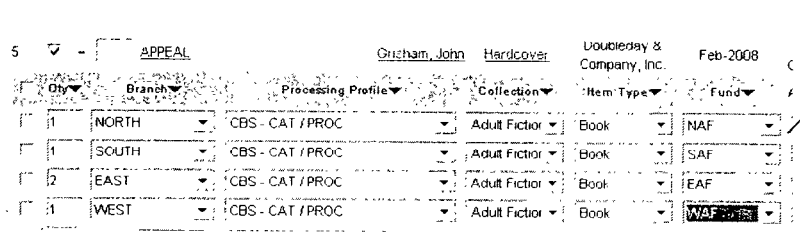
Brodart's BibzII.com and Polaris Library System

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

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

The benefits of the interface are:

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



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

Over →

Technical Support

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

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

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

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

Direct Order Interface

Brodart's BibzII.com and Polaris Library System

Brodart and Polaris have collaborated to enable the following:

Electronic Orders

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

Electronic Order Acknowledgments

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

Electronic Order Invoices

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

REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

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

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

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

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

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

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

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

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

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

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

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

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

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

STANDARD TERMS AND CONDITIONS

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

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

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:

   a. The submission of the offer did not involve collusion or other anti-competitive practices.

   b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

   c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.

3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

   Contractor 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 is 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 pervious 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 contact. 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**

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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Library Books (all types), Music CDs, and Video/DVD/Spoken Word for the Peoria Public Library.

2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.

5. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

   Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

6. **Contract Type:** Fixed Price Term Indefinite Quantity

7. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months

9. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.

10. **Proposal Format:** Proposals shall be submitted in one (1) original and four (4) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. The proposals should be submitted in the maximum length requirements as specified:

    a. Proposal Content - the following items shall be addressed in the technical proposal submission.

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

        ii. Firm/Staff Experience

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

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

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

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

11. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.

12. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror(s) whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

    a. Project Understanding and Project Approach.
    b. Experience/Projects.
    c. Fee
    d. Conformance to Request for Technical Proposals.

13. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.

14. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. PRICES SHALL NOT BE READ. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.

15. **Shipping Terms:** Prices shall be *F.O.B. Destination* to any location in the City of Peoria, delivered to the specified receiving point as required by the customer agency at the time of order. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

16. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

17. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.

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18. **Taxes:** Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices.

19. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.

20. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice

21. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.

22. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.

23. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.

24. **Payments:** The City shall pay the Contractor based upon work performed and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

25. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.

26. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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

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

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

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

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

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

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

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

27. **Required Insurance Coverage:**

a. Commercial General Liability

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

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

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

Any Contractor 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 Aclaims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

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

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

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

30. **Independent Contractor:**

a. General

i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.

ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.

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

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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

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

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

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

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

36. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

37. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

38. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.

39. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

    a. The contractor provides material that does not meet the specifications of the contract;

    b. The contractor fails to adequately perform the services set forth in the specifications of the contract;

    c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;

    d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

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

    a. Cancel any contract;

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

    c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;

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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 accomodations within Peoria can be found on the following website: http://visitpeoriaaz.com/accommodations.php

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

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

II. Scope of Services

1. The City currently uses the "SIRSI" system for all library books and other media. Any service offered must be compatible with the SIRSI system. In late 2009, the Library will be moving to the "Polaris" system so vendors must be compatible with this system also.

2. The City shall be placing orders for new and continuation products.

3. The City Library is a member of the On Line Computer Library Center, Inc. (OCLC), and all bibliographic records shall be obtained through the OCLC and then loaded onto the City's SIRSI database.

4. The Contractor shall provide an electronic system which allows for ordering all books and media electronically. This system shall be updated continuously to provide the most current version of all books and media.

5. The Contractor shall provide custom cataloging and processing to include:

A. Project Management Support
B. Possession stamping – with appropriate Library Name
C. Security tags for theft detection – 3M RFID tags and programming
D. Call number labels
E. Bibliographic records – from OCLC
F. Mylar jackets for hardback books with dust covers
G. Label protectors affixed over exposed spine labels not covered by mylar jackets
H. Book Leasing availability options
I. Barcoding
J. Genre/Identification Labels
L. Shipping
M. Desktop delivery - Within 4-6 weeks of order, release, or publication when item in warehouse
N. Cataloging error rate of less than 4%

6. The Contractor shall provide a spreadsheet with category definitions.

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

III. Submittal Requirements

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

IV. Proposal Due Date

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

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

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

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

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

QUESTIONNAIRE

Solicitation Number: **P09-0023**

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

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

1. Company: Long Beach Public Library
   Contact: Glenda Williams
   Address: 101 Pacific Avenue
   Long Beach, CA 90822
   Phone: 562.570.6860

2. Company: Maricopa County Library
   Contact: Harry Courtright
   Address: 17811 N 32nd Street
   Phoenix, AZ 85308
   Phone: 602.506.2957

3. Company: Las Vegas Clark County Library District
   Contact: Christine Britsch
   Address: 833 Las Vegas Boulevard North
   Las Vegas, NV 89101
   Phone: 702.507.3556

Additional References

Anaheim Public Library
Carol Stone
500 W Broadway
Anaheim, CA 92805
714.765.1710

Harris County Public Library
Bill Jarvis
8080 El Rio Street
Houston, TX 77054
713.749.9040

Kansas City Public Library
Terry Ann Anderson
311 East 12th Street
Kansas City, MO 64106
816.701.3564

	QUESTIONNAIRE	Materials Management Procurement 8314 West Cinnabar Avenue Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax. (623) 773-7118
	Solicitation Number: **P09-0023**	

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:

Brodart has not taken any exceptions to the specifications.

CONTRACT AMENDMENT

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

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

Buyer Terry Andersen

A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 02/01/10 to 01/31/11.**

B. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law; Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:

3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement

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

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

Signature	Date	Typed Name and Title	Company Name
Lisa Miosi	12/21/09	Lisa Miosi, Director of Customer Care/Pricing Analyst	Brodart Co by Nubro, Inc

Address	City	State	Zip Code
500 Arch Street	Williamsport	PA	17701

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

January 15 2010 at Peoria, Arizona

Herman F Koebergen, Materials Manager

CC Number

ACON00509A
Contract Number

Official File

City Seal

A CON 00509A

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

Buyer Terry Andersen

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

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

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

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

Contractor warrants, for the term of this agreement and for six months thereafter, that is 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. **RIGH T 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 RE CORD:** 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

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

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

Buyer: Terry Andersen

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

THE NEW CONTRACT TERM:

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

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

Signature	Date	Typed Name and Title	Company Name
Lisa Miosi	1-14-11	Lisa Miosi, Director of Customer Care/Pricing Analyst	Brodart Co. by Nubro, Inc.

Address	City	State	Zip Code
500 Arch Street	Williamsport	PA	17701

Attested By: Wanda Nelson
City Clerk

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

Department Rep: Ingrid Landon, Library Op Coordinator

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

CC Number

ACON00509B
Contract Number

The above referenced Contract Amendment is hereby Executed

January 27 2011 at Peoria, Arizona

Herman F. Koebergen, Materials Manager

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A CON 00509B

CONTRACT AMENDMENT

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

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

Buyer: Terry Andersen

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

THE NEW CONTRACT TERM:

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

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

Signature	Date	Typed Name and Title	Company Name
Lisa Miosi	1/11/12	Lisa Miosi, Director of Customer Care/Pricing Analyst	Brodart Co. by Nubro, Inc.

Address	City	State	Zip Code
500 Arch Street	Williamsport	PA	17701

Attested By:
Wanda Nelson
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

ACON00509C
Contract Number

The above referenced Contract Amendment is hereby Executed

January 26, 2012, at Peoria, Arizona

Dan Zenko, Materials Management Supervisor

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SCANNED

A CON 00509C

BRODA-1 OP ID: DT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/11/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Hartman Agency, Inc.
420 William Street
Williamsport, PA 17701
570-326-7241
570-326-6996

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix/Travelers A+	25623
INSURER B : Travelers Indemnity Company A+	25658
INSURER C : Travelers Prop Casualty Co A+	36161
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Brodart Co
500 Arch St.
Williamsport, PA 17705

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		630279D459012	01/01/12	01/01/13	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Emp Ben.	$ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS X COMP $250 X COLL $500			BA8070L90A12	01/01/12	01/01/13	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ -0-			CUP279D459012	01/01/12	01/01/13	EACH OCCURRENCE	$ 15,000,000
							AGGREGATE	$ 15,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	BUILDING AND CONTENTS			630279D459012	01/01/12	01/01/13		71,722,670

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THE CITY OF PEORIA IS ADDED AS AN ADDITIONAL INSURED AS RESPECTS:
P09-0023F, LIBRARY MATERIALS AND PROCESSING SERVICES, CONTRACT EXTENSION THREE (3)

CERTIFICATE HOLDER

PEORI-2

CITY OF PEORIA
MATERIALS MANAGEMENT
PROCUREMENT
9875 N 85TH AVE, 2ND FL
PEORIA, AZ 85345

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Diane M. Thomas

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CONTRACT AMENDMENT

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

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

Buyer: Terry Andersen

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

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

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

Signature	Date	Typed Name and Title	Company Name
Lisa Miosi	1/15/13	Lisa Miosi, Director of Customer Care/Pricing Analyst	Brodart Co. by Nubro, Inc.

Address	City	State	Zip Code
500 Arch Street	Williamsport	PA	17701

Attested By:

City Clerk

CC Number

ACON00509D
Contract Number

Director: John Sefton, Community Services Director

Department Rep: Brenda Rehnke, Recreation Manager

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

The above referenced Contract Amendment is hereby Executed

January 28, 2013, at Peoria, Arizona

Dan Zenko, Materials Management Supervisor

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