



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

CS09-047

1. Agenda Item Number:

**18**

2. Council Meeting Date:

September 11, 2008

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** August 28, 2008

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Community Services

**5. SUBJECT:** Award a two year Agreement No. CS8-998-2596 for Library Materials & Related Services to Baker & Taylor, Book Wholesalers, Inc., The Gale Group Inc., Ingram Library Services, Inc., Brodart Company, and Marshall Cavendish in a combined amount not to exceed \$1,390,000.

**6. RECOMMENDATION:** Recommend awarding a two year Agreement No. CS8-998-2596 for Library Materials & Related Services to Baker & Taylor, Book Wholesalers, Inc. aka BWI, The Gale Group Inc., Ingram Library Services, Inc., Brodart Company, and Marshall Cavendish in a combined amount not to exceed \$1,390,000.

**7. HISTORICAL BACKGROUND/DISCUSSION:** The Library contracts with book and media vendors to obtain the best discount for library materials. These agreements will enable the library to continue to receive the best prices for hardcover and paper cover materials of adult fiction and nonfiction, youth fiction and nonfiction, children's picture books and board books, reference books, continuations, leased material, audio books, DVDs, CDs and electronic books. The items purchased from these vendors are discounted up to 45.6% and come preprocessed so that they can quickly be made available to library customers. The agreement is for two years with four one year optional extensions.

**8. EVALUATION PROCESS:** The current contract for Library Materials & Related Services expires October 31, 2008 and it was necessary to solicit proposals for these services. The City issued a Request for Proposals (RFP) for vendors experienced in providing these services. Proposals were received from sixteen vendors. The RFP was evaluated in accordance with established City policies and procedures. The evaluation committee included: Brenda Brown, Library Manager; Glenda Shackelford, Procurement Officer; Ginger Miloserny, Admin Librarian; Myron Mykyta, Librarian; and Kristy Garcia, Purchasing Specialist. An agreement was negotiated with the six recommended vendors to provide the services described above.

**9. FINANCIAL IMPLICATIONS:** Funds for this request are allocated from General Fund Library Education Supplies 101.4310.0000.5320.

**10. PROPOSED MOTION:** Move to award a two year Agreement No. CS8-998-2596 for Library Materials & Related Services to Baker & Taylor, Book Wholesalers, Inc., The Gale Group Inc., Ingram Library Services, Inc., Brodart Company, and Marshall Cavendish in a combined amount not to exceed \$1,390,000.

**APPROVALS**

**11. Requesting Department**

*Brenda Brown*

Brenda Brown, Library Manager

**12. Department Head**

*Mark M. Eynatten*

Mark M. Eynatten, Community Services Director

**13. Procurement Officer**

*Glenda Shackelford*

Glenda Shackelford, CPPB

**14. City Manager**

*W. Mark Pentz*

W. Mark Pentz

CITY OF CHANDLER GOODS/SERVICES AGREEMENT  
LIBRARY MATERIALS AND RELATED SERVICES  
AGREEMENT NO.: CS8-998-2596

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Baker & Taylor, Inc., a Corporation of the State of Delaware, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATOR:**

**1.1. Contract Administrator.** CONTRACTOR shall act under the authority and approval of the Library Manager to provide the services required by this Agreement.

**1.2. Key Staff.** This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.

**1.3. Subcontracts.** CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

**2. SCOPE OF WORK:** CONTRACTOR shall provide Library Materials and related services as more specifically set forth in the Scope of Work, labeled Exhibit A, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein. Included are print, CD books, continuations, leased materials, music CDs, DVDs and games.

**2.1. Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

**2.2. 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.

**2.3. Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.

**2.4. Compliance With Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.

**2.5. Warranties.** Described in Attachment A

**3. ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.

**3.1. Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

- 3.2. Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.
- 4. PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed one million one hundred thousand dollars (\$1,100,000) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference. However CONTRACTOR is aware that more than one CONTRACTOR has been awarded a contract for library materials unprocessed. CITY'S projected budget for such services during the term of this Agreement is \$550,000 (per year for the two year agreement) and CONTRACTOR agrees that CITY may choose to order services from one or more other CONTRACTORS.
- 4.1. TAXES.** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.
- 4.2. 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 completion of specified services and receipt of a correct invoice.
- 4.3. Estimated Quantities.** The quantities shown on Exhibit B (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.
- 4.4. IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 4.5. Price Adjustment (Annual).** All prices offered herein shall be firm against any increase for two (2) years from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 4.6. Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 4.7. Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.
- 5. TERM:** The term of the Contract is two years, commencing on the 1<sup>st</sup> day of November, 2008 and terminating on October 31, 2010 unless sooner terminated in accordance with the provisions herein. CITY reserves the right, with the agreement of the CONTRACTOR, to extend the Contract for up to four additional terms of one year each.
- 6. USE OF THIS CONTRACT:**
- 6.1. Cooperative Use of Contract.** The terms and conditions of sale contained in the proposal have been prepared specifically and solely for the City of Chandler.

**6.2. Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

## **7. CITY'S CONTRACTUAL REMEDIES:**

**7.1. Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.

**7.2. Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

**7.3.** If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

**7.4. Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.

**7.5. Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.

**7.6. Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

## **8. TERMINATION:**

**8.1 Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

**8.2 Termination for Cause:** City may, upon written notice, terminate this Agreement for CONTRACTOR'S failure to comply with the terms of this Agreement.

**8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in

initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

- 8.4. **Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. **Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. **Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 8.7. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. **Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
9. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
10. **ALTERNATE DISPUTE RESOLUTION:** Notwithstanding anything to the contrary provided elsewhere in the Contract documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive means for resolution of claims or disputes and other matters in question between CITY and CONTRACTOR arising out of, or relating to the Contract documents, interpretation of the Contract, or the performance or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision.
- 10.1 **Notice:** If CONTRACTOR or CITY desires to make a claim, request for clarification, or to initiate a dispute, such party shall provide written notice of the same to the other party in accordance with the provisions of Section 12. Each claim or dispute shall be submitted and resolved as they occur and not postponed until the end of the Contract nor lumped together with other pending claims.

- 10.2 Forfeiture:** Failure to submit a written response to any claim, dispute, or other issue within the thirty (30) day period referenced in Section 10.3 shall constitute CONTRACTOR'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONTRACTOR'S agreement and acceptance of CITY'S position.
- 10.3. Response:** Each party will provide to the other party a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of the written notice referenced in Section 10.1.
- 10.4. Appeal:** If CONTRACTOR disagrees with the response of the Contract Administrator, within fifteen days of the date of the response by the Contract Administrator, CONTRACTOR shall file with the Contract Administrator, written notice of appeal. The Contract Administrator shall provide copies of all relevant information concerning the Contract and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONTRACTOR within sixty (60) days from the date of CONTRACTOR'S written notice of appeal.
- 10.5. Arbitration:** If CONTRACTOR is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes. If CONTRACTOR chooses not to accept the decision of the Assistant Management Services Director, CONTRACTOR shall notify the Contract Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request for arbitration. The CONTRACTOR shall post a cash bond with the Arbitrator in the amount of \$5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph M, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.
- A. **Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONTRACTOR will select one arbitrator, and any other CONTRACTOR who has a contract with CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.
- B. **Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.
- C. **Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as

may be appropriate to conform to such orders of the Arbitrator.

- D. **Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.
- E. **Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Contract and the laws of the State of Arizona.
- F. **Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of \$500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of \$50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.
- G. **Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.
- H. **Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.
- I. **Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other contracts containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with CITY.
- J. **Appeal:** Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of \$100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Contract; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.
- K. **Uniform Arbitration Act:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501, et. seq.
- L. **Fees and Costs:** Each party shall bear its own fees and costs in connection with any informal hearing before the Assistant Management Services Director. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.
- M. **Equitable Litigation:** Notwithstanding any other provision of ADR to the contrary, any party may

petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.

- N. **Merger and Bar:** Any claim asserted pursuant to this ADR process shall be deemed to include all claims, demands, and requests for compensation for costs and losses or other relief, including the extension of Contract Time which reasonably should or could have been brought against any party that was or could have been brought into this ADR process. The Arbitration Panel shall apply legal principles commonly known as merger and bar to deny any claim or claims against any party regarding which claim or claims recovery has been sought or should have been sought in a previously adjudicated claim for an alleged cost, loss, breach, error or omission.
- O. **Disputes of amounts greater than \$500,000:** Disputes for which the Arbitration Panel has determined to warrant an award in an amount greater than Five Hundred Thousand Dollars (\$500,000) to any one party, may be brought in the appropriate Court. A party must obtain such a determination from the Arbitration Panel prior to filing any legal action.
- 11. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor, and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. 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.
- 12. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY  
 Contract Administrator: Library Manager  
 Contact: Brenda Brown  
 Mailing Address: P.O. Box 4008 MS 601  
 Physical Address: 22 S. Delaware St.  
 City, State, Zip: Chandler, AZ 85244-4008  
 Phone: 480-782-2817

In the case of the CONTRACTOR  
 Firm Name: Baker & Taylor, Inc.  
 Contact: Julie Jackson, Pricing Services  
 Address: 2550 W. Tyvola Rd. Ste. 300  
 City, State, Zip: Charlotte, NC  
 Phone: 800-775-7930, ext. 3122  
 FAX: 704-998-3260

FAX: 480-782-2723

E Mail: bids@btol.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

**13. CONFLICT OF INTEREST:**

- 13.1. No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.
- 13.2. Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 13.3. No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

**14. GENERAL TERMS:**

- 14.1. OWNERSHIP.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.
- 14.2. Entire Agreement.** This Agreement, including Exhibits A and B, attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives of each party.
- 14.3. Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 14.4. Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 14.5. Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.

14.6. **Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

14.7. **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

14.8. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this day of \_\_\_\_\_ 2008.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

\_\_\_\_\_  
MAYOR

By: Lee Ann Queen 8-25-08  
Signature Lee Ann Queen  
Director - Pricing Services

ATTEST:  
\_\_\_\_\_  
City Clerk

SEAL

ATTEST: If Corporation

Richard L. Saltz  
Assistant Secretary  
Richard L. Saltz

Approved as to form:  
\_\_\_\_\_  
City Attorney  
*ph*

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**EXHIBIT A**  
**Scope of Work**

Contractor shall provide library materials and related services in conformance with the following specifications:

**1. GENERAL SPECIFICATIONS**

- 1.1. Contractor shall have the capability of providing multiple formats of print and non-print materials for use in a public library setting. This includes but is not limited to books for adults and children in various bindings, large print materials, adult and juvenile foreign language materials, comic and graphic novels, DVDs, audio books on CD, multi-media kits, music compact discs, MP3s, video games, Ebooks, reference materials, encyclopedias, continuations and serial publications excluding periodicals and journals.
- 1.2. Contractor shall provide various categories of print and non-print materials as required. Contractor shall respond to only those materials and services capable of being supplied by Contractor.
- 1.3. The contractor should also have the ability to provide selection lists and other collection development services.

**2. ORDERING AND INVENTORY SYSTEMS**

- 2.1. Contractor shall provide easy-to-use online access to the ordering and inventory information systems for all materials at no additional cost to the City. The Library's maximum number of user IDS at no additional cost shall be fifteen (15).
- 2.2. Contractor's inventory and information system must provide the ability to order multiple copies for one/all branches by identifying a title only once (grid ordering).
- 2.3. Contractor's inventory and information system must provide access via the 13-digit ISBN (EAN) for both forthcoming and previously published titles.
- 2.4. Contractor shall confirm order within 24 hours after receipt. Confirmation shall minimally include title, ISBN and quantity.
- 2.5. Contractor shall assist in getting system operational and provide a minimum of eight (8) hours of training on the system at no additional cost to the City, if requested.
- 2.6. Inventory shall be updated a minimum of once per week.
- 2.7. Contractor shall assist with the implementation of new releases and upgrades and provide a minimum of eight (8) hours of training on the system at no additional cost to the City, if requested.
- 2.8. Items needing to be ordered by the contractor from their supplier shall not be delayed due to small quantities.
- 2.9. Contractor shall cancel orders 60 days after order date except for prepub titles.
- 2.10. If book dust jackets are available, they are to be supplied on all ordered titles.
- 2.11. Contractor performing outsourced work online will be offered Virtual Private Networking (VPN) access to staff *cataloging* functions of the online system.
- 2.12. If during the terms of this contract the library converts to a different online library system, the Library shall notify the contractor a minimum of ninety (90) calendar days before the conversion is implemented. The contractor shall respond in writing within fourteen (14) calendar days of

receipt of notification indicating:

- Whether or not it will continue to provide the services covered by this RFP at no additional cost.
- Shall inform the Library of any costs required for continuation of its services in accordance with the agreement, which costs shall be subject to negotiation, and shall justify those costs.
- Shall fully describe any services that it must terminate, modify or reduce in quality, timeliness, or other respects because of the conversion.
- Upon concurrence of the City and the Contractor regarding conversion costs, this concurrence shall be incorporated into an amendment to the Agreement

### **3. CUSTOMER SUPPORT**

- 3.1. Contractors shall provide a toll-free telephone number for customer service.
- 3.2. The contractor shall specify what reports they can produce and provide examples of the reports as part of its proposal. In the case of online reports, specific instructions should accompany the example of the report.

### **4. DELIVERY**

- 4.1. Contractor's delivery of library materials shall be in accordance with instructions given by the Library at the time of account setup.
- 4.2. Contractor's delivery times shall be:
  - 90% of all in-stock items ordered with cataloging and processing must be delivered within 15 calendar days from date of order receipt date.
  - In stock priority items must be delivered, cataloged and processed within five workdays from date of order receipt days.
  - Items back ordered by Contractor from its supplier must be delivered, cataloged and processed within 60 calendar days from date of order receipt date.
- 4.3. Contractor shall advise the Library in writing with each order of any title not in stock, no longer in publication or publication postponed.
- 4.4. All shipments shall be clearly marked as inside delivery. Contractor must ensure this is communicated to the shipping carrier prior to shipment of the goods.
- 4.5. Items shall be packaged separately according to branch, account number and invoice. Multiple purchase order numbers may be combined in one package as long as the items included are all for the same account number and branch.
- 4.6. A packing slip must be box specific and included in the box prior to shipping.
- 4.7. Items shall be listed on packing slips in title order and include: type of binding, 13 digit ISBN, price, discount, extended price and customer purchase order number.

### **5. INVOICES**

- 5.1 Invoices shall list items supplied in alphabetical order by title.
- 5.2 List prices, percentage discount or monetary charge and net price of each item must be listed on the invoice.
- 5.3 Totals must be given that reference the account number and the purchase order number (where

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applicable).

- 5.4 Prompt payment information must appear on invoices.
- 5.5 Contractor shall supply all invoices in duplicate.
- 5.6 Contractor agrees that the invoice shall arrive within five (5) days after shipment of the materials. Payment terms shall be included with invoice.

## 6. FOB DESTINATION

- 6.1 Prices shall be Free On Board Destination, Freight prepaid, INSIDE DELIVERY.

## 7. TAXES

- 7.1 Libraries in the state of Arizona are exempt from sales tax on the purchase of materials for use by the public. Arizona Revised Statutes 42-5159.A.12.

## 8. ORDER STATUS REPORT

- 8.1 Contractor shall provide a status report with the first shipment of each order indicating the status of unfilled items. This information may be included on the invoice or the packing slip.

## 9. RETURNS

- 9.1 Items received in damaged condition shall be returned to the contractor provided the contractor issues a call tag. The Library prefers replacement of the item.
- 9.2 Contractor shall provide a copy of return policy and credit memo procedures as part of this agreement.

## 10. FILL RATE

- 10.1 Contractor's overall fill rate for all United States imprints and productions, for each year of the contract, must meet or exceed 85% of all items ordered. Failure to provide this percentage may result in contract default.
- 10.2 The Contractor will make every effort to maintain the following additional percentages:
  - Contractor supplies through their in-stock inventory the delivery of 75% of each individual order in the first shipment. Line items that are reordered or back-ordered are not considered filled line items. Pre-publication titles are excluded from this calculation.
  - Contractor supplies 60% of all items not delivered in the first shipment within 30 days from original order receipt date. Line items that are reordered or back-ordered are not considered filled line items. Pre-publication titles are excluded from this calculation.
  - Contractor supplies 90% of all items not delivered in first shipment within 60 days from original order date. Line items that are reordered or back-ordered are not considered filled line items and are then cancelled by the contractor. Pre-publication titles are excluded from this calculation.

## 11. MULTIPLE ACCOUNTS

- 11.1 The Contractor shall have the capability of filling via separate branch, or other agencies, based on funding strings. An option to this is the capability of having a separate account for each branch cost center.

## **12. WARRANTY (Contractor shall provide the following)**

- 12.1 The Contractor expressly warrants all items to be new, free from defects in materials and workmanship, and to be fit and sufficient for their intended purpose.
- 12.2 Baker & Taylor will accept the authorized return of items that are damaged, defective or incorrectly shipped. See attachment D for further details
- 12.3 Individual discs in multi-part video or audio sets that are available for purchase may be issued as a replacement.

### **Contract shall provide the following:**

City's regular B&T discount schedule (Attachment A) will apply to any books purchased through the program.

#### **First Look Custom**

First Look Custom is a paid subscription Collection Development program that delivers fully customized selection lists for print and non-print materials based upon your selection criteria. Our custom-profiled lists make your selection as seamless as possible. First Look Custom is available to Title Source 3 customers.

The price of list production will vary based upon the complexity of the request. Please see Exhibit B, item 2.4 of the bid document and the enclosed brochure for details.

#### **Ordering and Inventory Systems**

*Contractor shall offer as part of their proposal Title Source 3, free of charge for the duration of the agreement. This configuration consists of an Administrative ID and up to 15 additional user positions, with grid ordering capabilities.*

Grid ordering functionality exists within the Title Source 3 package available to the Library. Please see item 2.1, Title Source 3.

Orders placed will receive return confirmation shortly after the electronic order is received via TS3.

Jane Herb, City's Sales Consultant, will provide training for any of Baker & Taylor's products or services. 1-800-775-7930 ext. 1450.

Item 1: Book only or jacket only orders for in-stock items will be shipped within 1 business day of receipt of order.

Item 2: 5 day delivery is available for in-stock priority items. Depending on the level of processing selected by the library, additional service days may be required.

Firm Order Book / Spoken Word Audio / Continuations Items not shipped will be listed on our status report, which will accompany your invoice. Status reports will include backordered items, as well as explanations for canceled items.

Music CD / DVD A backorder report is available for audiovisual materials. This report lists all titles that have not yet been shipped. Order status may also be viewed via our On-Line Customer Support website. Please see the enclosed brochure for details.

Standard inside delivery, as available from our carriers, will be provided.

Call tag returns are available, contact Customer Service Representative for assistance.

Contractor will accept the authorized return of items that are damaged, defective, or incorrectly shipped.

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Please see the enclosed Returns Policies (Attachment D) for further details on credits and returns. Please contact the appropriate Customer Service Representative for assistance with any product or invoice discrepancy.

Contractor will accept the authorized return of items that are damaged, defective, or incorrectly shipped. Please see the enclosed Returns Policies (Attachment D) for further details on credits and returns. Please contact the appropriate Customer Service Representative for assistance with any product or invoice discrepancy.

## EXHIBIT B PRICING

*Includes Contractor's Attachment A for a complete discount outline; Attachment B for Category definitions.*

		Discount %
1.1	Hardcover (includes adult, young adult and juvenile fiction, nonfiction and picture books)	
	Percentage discount from publisher's price    Categories I & II	Trade <u>45.4%</u>
	Percentage discount from publisher's price    Categories VIII, IX, XI	Non-trade <u>12.1% *</u>
1.2	Trade paperback (fiction and nonfiction, adult and youth)	
	Percentage discount from publisher's price    Categories III & IV	Trade <u>40.1%</u>
	Percentage discount from publisher's price    Categories VIII, IX, XI	Non-trade <u>12.1% *</u>
1.3	Mass market paperback (fiction and nonfiction, adult and youth)	
	Percentage discount from publisher's price    Category V	Trade <u>40.1%</u>
	Percentage discount from publisher's price    Categories VIII, IX, XI	Non-trade <u>12.1% *</u>
1.4	Pre-bound (fiction and nonfiction, adult and youth)	
	Percentage discount from publisher's price	Trade <u>See Below</u>
	Percentage discount from publisher's price	Non-trade <u>See Below</u>
		BTBound <u>12.1%</u>
		PawPrints <u>0%</u>
1.5	Reinforced editions (fiction and nonfiction, adult and youth)	
	Percentage discount from publisher's price    Category VI	Trade <u>40.1%</u>
	Percentage discount from publisher's price    Categories VIII, IX, XI	Non-trade <u>12.1% *</u>
	<i>Publisher Library Editions (Category VII) will be discounted at 21.0 %.</i>	
1.6	Foreign language (fiction and nonfiction, adult and youth)	
	Percentage discount from publisher's price	Trade <u>0-45.4% **</u>
	Percentage discount from publisher's price	Non-trade <u>0-45.4% **</u>
	<i>** US domestically produced editions: discount is dependent upon the category of material and will range from 0-45.4 %. Please see Attachment A for details. Imported foreign language material will be invoiced at list price. Please note, B&amp;T will assign a US dollar list price for any imported edition.</i>	
	<i>* Titles with minimal publisher discount will be invoiced at publisher list price. Titles where Baker &amp; Taylor receives no discount from the publisher or prepayment is required by the publisher or books of small, limited in demand, and/or non-commercial publishers will be invoiced at list price.</i>	
1.7	Large print (fiction and nonfiction, adult and youth) ***	
	<i>*** Discount is dependent upon category of material and binding type; some Publisher Library Editions will be discounted at 21.0 %.</i>	

	Percentage discount from publisher's price, hardcover	Categories I & II	Trade	<u>45.4%</u>
	Percentage discount from publisher's price, paper	Categories III, IV	Trade	<u>40.1%</u>
	Percentage discount from publisher's price	Categories VIII, IX, XI	Non-trade	<u>12.1% *</u>
1.8	Comics and graphic novels (adult and youth)			
	Percentage discount from publisher's price, hardcover	Categories I & II	Trade	<u>45.4%</u>
	Percentage discount from publisher's price, paper	Categories III, IV	Trade	<u>40.1%</u>
	Percentage discount from publisher's price	Categories VIII, IX, XI	Non-trade	<u>12.1% *</u>
1.9	Spanish language (fiction and nonfiction, adult and youth) **			
	<i>** Please see note above, item 1.6</i>			
	Percentage discount from publisher's price		Trade	<u>0-45.4% **</u>
	Percentage discount from publisher's price		Non-trade	<u>0-45.4% **</u>
1.10	Continuations (titles for reference and circulating collection, adult and youth)			
	Percentage discount from publisher's price	Categories I through V	Trade	<u>42.0%</u>
	Percentage discount from publisher's price	Categories VI through XI	Non-trade	<u>12.1% #</u>
	<i># Titles with minimal publisher discount and titles produced by Gale or Bowker will receive a 5.0 % discount. Titles where Baker &amp; Taylor receives no discount from the publisher or prepayment is required by the publisher or books of small, limited in demand, and/or non-commercial publishers will be invoiced at list price.</i>			
1.11	Encyclopedias (adult and youth print)			
	Percentage discount from publisher's price		Trade	<u>No Bid</u>
	Percentage discount from publisher's price		Non-trade	<u>No Bid</u>
1.12	Music compact discs			
	Percentage discount from publisher's price		Trade	<u>26.3 %</u>
	Percentage discount from publisher's price		Non-trade	<u>26.3 % *</u>
1.13	Spoken word on compact disc, unabridged			
	Percentage discount from publisher's price	Category XII	Trade	<u>45.4 %</u>
	Percentage discount from publisher's price	Category IX, X, XI	Non-trade	<u>12.1 % *</u>
	<i>All Playaway products will receive an 18.5 % discount from publisher's list price.</i>			
1.14	Spoken word on compact disc, abridged			
	Percentage discount from publisher's price	Category XII	Trade	<u>45.4 %</u>
	Percentage discount from publisher's price	Category IX, X, XI	Non-trade	<u>12.1 % *</u>
	<i>All Playaway products will receive an 18.5 % discount from publisher's list price.</i>			
	<i>* Titles with minimal publisher discount will be invoiced at publisher list price. Titles where Baker &amp; Taylor receives no discount from the publisher or prepayment is required by the publisher or books of small, limited in demand, and/or non-commercial publishers will be invoiced at list price.</i>			
1.15	Single CD/DVD replacement disc			
	<i>Damaged or publisher defective items will be replaced free of charge. At the publisher's discretion, this may mean the replacement of a single disc or the replacement of an entire set. Single disc replacements may be purchased only if the item is available for</i>			

*sale from the producer as a single unit.*

Discount \_\_\_\_\_  
Cost \_\_\_\_\_

1.16 Microcomputer software

Percentage discount from publisher's price  
Percentage discount from publisher's price

Trade No Bid  
Non-trade No Bid

1.17 DVDs

Percentage discount from publisher's price  
Percentage discount from publisher's price

Trade 28.8%  
Non-trade 28.8% \*

1.18 Electronic books

Percentage discount from publisher's price  
Percentage discount from publisher's price

Trade No Bid  
Non-trade No Bid

1.19 Kits (mixed media and multi-part)

*(Book and Cassette or Book and CD only)*

Percentage discount from publisher's price  
Percentage discount from publisher's price

Trade \*\*  
Non-trade \*\*

*\*\* Applicable discount is based upon the material category associated with the book product.  
Please see Attachment A for discount information.*

1.20 MP3s *(Spoken Word Audio only)*

Percentage discount from publisher's price  
Percentage discount from publisher's price

Category XII  
Categories IX, X, XI

Trade 45.4%  
Non-trade 12.1% \*

1.21 Video games

Percentage discount from publisher's price  
Percentage discount from publisher's price

Trade 10.0%  
Non-trade No Bid

1.22

Lease plans

Provide literature that includes the kinds of materials you lease as well as plan descriptions and costs. Yes/No

Yes \_\_\_\_\_

1.23 Standing order services

Provide literature that includes the kinds of materials you provide as continuations as well as discounts Yes/No

Yes \_\_\_\_\_

1.24 Vendor to provide discounts for the following:

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING YOUTH TITLES:**

<u>Title</u>	<u>Author</u>	<u>ISBN</u>	
Current Controversies Child Abuse	Almond, Lucinda	9780737724745	21.00%
Opposing Viewpoints Sexually Transmitted Diseases	Haerens, Margaret	9780737733341	0.00%
Oh My Goddess 7	Fujishima, Kosuke	9781593078508	40.10%
Blizzard of the Moon	Osborne, Mary P	9780375830389	40.10%
House of the Red Fish	Salisbury, Grah	9780440238386	40.10%
Teenage refugees from Iran speak out	Strazzabosco, Gina	9780823918454	21.00%
Critical Perspective on Globalization	Malaspina, Ann	9781404205376	21.00%
Cold War America 1946 to 1990	Gregory, Ross	816038686	0.00%
Cholera	Coleman, William	9780791073032	21.00%
All's well that ends well	Shakespeare, William	9780671722548	40.10%

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING ADULT TITLES:**

<u>Title</u>	<u>Author</u>	<u>ISBN</u>	
Rifkind's challenge	Abbey, Lynn.	9780765352033	40.10%
The shining city	Forsyth, Kate	9780451460806	40.10%
Outer Dark	McCarthy, Cormac	9780679728733	40.10%
Dark voyage of the Mittie Stephens	Boggs, Johnny D.	786278056	0.00%
Your Ultimate Wedding Planning Guide	Buckley, Sean	9780470154465	40.10%
Reading Reflex	McGuinness, Carmen	9780684853673	40.10%
The man from her past	Adams, Anna.	9780373714353	40.10%
Daring to Dream	Roberts, Nora	9780515119206	40.10%
T is for trespass	Grafton, Sue.	9780786296521	0.00%
Gone :an Alex Delaware novel	Kellerman, Jonathan.	9780739326046	45.40%

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING CD BOOKS:**

<u>Title</u>	<u>Author</u>	<u>ISBN</u>	
Diary of a Wimpy Kid	Kinney, Jeff	978-1-4281-8197-7	45.40%
Absolutely True Diary of a Part-Time Indian	Alexie, Sherman	978-1-4281-8297-4	45.40%
Duma Key	King, Stephen	743569741	45.40%
Shadow Music	Shadow Music	739357581	45.40%
Antony and Cleopatra	McCullough, Colleen	9780792752301	45.40%
Plum Lucky	Evanovich, Janet	9780792752264	45.40%
Blasphemy	Preston, Douglas	9780792752271	45.40%
The Book Thief	Zusak, Markus	978-0-7393-3800-1	45.40%
The Serpent's Tale	Franklin, Ariana	978-1-4159-4725-8	45.40%
Ramona The Brave	Cleary, Beverly	978-0-7393-5114-7	45.40%

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING MUSIC CDS:**

<u>Title</u>	<u>Artist</u>	<u>UPC</u>	
Till the sun turns black	LaMontagne, Ray	828768332825	26.30%
Stankonia	OutKast	730082607322	26.30%
Parachutes	Coldplay	67003016223	26.30%
A rush of blood to the head	Coldplay	724354050428	26.30%
Special forces	.38 Special	75021428027	26.30%
Love and theft	Dylan, Bob	696998597525	26.30%
Solid ground	Anderson, John	7863662322	26.30%
All the seasons of George Winston	Winston, George.	1934112662	26.30%
Suites 2 & 3; Flute concerto	Bach, Johann Sebastian	2894177152	26.30%
Cimento dell'armonia e dell'inventione.	Vivaldi, Antonio,	2894192142	26.30%

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING DVDS:**

<u>Title</u>	<u>Publisher</u>	<u>UPC</u>	
Inside the Living Body	National Geographic	727994752639	28.80%
Biography Carol Burnett	A & E	733961727883	28.80%
Drug Education for Teens: Alcohol & Alcoholism	Schlessinger Media	753201082138	28.80%
Austin Powers Goldmember	AOL Time Warner	794043607820	28.80%
Bleak House	Warner Home Video	794051233523	28.80%
Anthony Robbins: Financial Freedom	Midwest Tape	806807150036	28.80%
Cape Fear	Universal Home Video	783235046	28.80%
Little Miss Sunshine	20th Century Fox Home	24543403319	28.80%
For the Love of a Dog	Rivercoast	9786311561812	28.80%
Denise Austin: Boot Camp Total Body Blast	Lions Gate	9786310603797	28.80%

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING CONTINUATION SERVICES TITLES:**

<u>Title</u>	<u>Publisher</u>	<u>ISSN/ISBN</u>	
America's Top 101 Careers for College	JIST	9781593573188	42.00%
Arco Master the ASVAB	Thomas Peterson	9780768923216	42.00%
Barron's CLEP	Barron's Educational Council of State	1546-8704	42.00%
Book of the States	Governments	0068-0125	5.00%
Chapter 13 Bankruptcy	Nolo	1413305083	42.00%
College Blue Book	Macmillian	1082 7064	5.00%
Enc of Careers and Vocational Guidance	Ferguson	9780816070664	5.00%
Fodor's Arizona and the Grand Canyon	Fodor's Travel	1559-6230 1	42.00%
Merck Manual of Diagnosis and Therapy	Merck & Co	0076-6526	12.10%
Scholarships, Fellowships and Loans	Gale	1058-5699 1	5.00%
Statistical Abstract of the United States	Census Bureau	0081-4741	5.00%

<b>2.</b>	<b>PROCESSING SERVICES (Unit is each)</b>	
	<b>BOOKS</b>	
	Mylar cover on dust cover	0.57 / unit (loose)
	Dust cover taped on book	0.60 / unit (mylar jacket taped)
	<i>Dust covers, as produced and provided by the publisher, are available as part of the book unit, at no additional charge. Barcode, scannable (Supplied by vendor)</i>	* See Below
	Barcode, eye-readable (Supplied by vendor)	* B & T's barcode is both scannable and eye-readable. This single barcode is available for \$ .15 / label.
	Barcode, scannable (Supplied by library)	** See Below
	Barcode, eye-readable (Supplied by library)	** Application price is \$ .14 for either a one-part barcode label or for a two-part barcode label set.
	Barcode protector, when applicable	free
	Property label	0.15 / label
	A. Cost of radio frequency identification tag supplied by vendor	0.69 / tag
	B. Attachment of radio frequency identification tag (RFID)	0.09 / tag
	C. Programming of RFID	0.20 / tag
	3M security strip and attachment (Strips supplied by vendor)	0.39 each
	Call number label	0.19 / label
	Label protector, when applicable	Free
	Branch label	0.15 / label
	Fully processed and shelf-ready	1.45 / unit
	<i>(includes taped mylar jacket, vendor supplied barcode, property label, branch label, call number label, label protectors, and 3-M theft)</i> <i>Please note: should the Library choose to add RFID services, please add the appropriate charges as listed in items A, B, and C above.</i>	
<b>2.2</b>	<b>MEDIA</b>	
	Replacement of original case: <i>(includes insertion of publisher produced artwork, as supplied with the original product)</i>	
	CD book	\$ 2.19 / unit
	Music CD	0.89 / unit
	DVD	.89 / unit
	Removing wrappings and security	0.49 / unit
	Barcode, scannable	* See Below
	Barcode, eye-readable	* B & T's barcode is both scannable and eye-readable. This single barcode is available for \$ .15 / label.
	Property label	0.15 / label
	3M security strip with overlay (DCD-2)	1.49 / unit
	Call number label	0.19 / label
	7-day label (Library Supplied)	.10 / label
	Label protector, when applicable	Free
	A. Radio frequency identification tag (RFID) (attached)	0.78 / tag
	B. Programming of RFID	0.20 / tag
	Cloth pockets for CDs, when applicable (Library Supplied)	0.19 / pocket
	Fully processed and shelf-ready	2.59 / unit
	<i>(includes shrink-wrap and security removal, barcode, property label, 3-M strip with overlay, call number label, label protectors, and application of library-supplied pocket and library supplied 7-day label.)</i> <i>Please note: should the Library choose to add a case, please add the appropriate charges from 2.2, Replacement of Original Case. Should the Library choose to add RFID services, please add the appropriate charges as listed in items A. or B. above.</i>	

2.3	<b>CATALOGING SERVICES (unit is "each")</b>	
	CIP upgrades	**
	Generic MARC:	See Notes Below
	Basic Dewey (DLC preferred)	\$.25 / record ***
	Local call numbers	**
	Editing of existing records based on a bibliographic utility (customized MARC)	**
	Uploading holdings to OCLC	**
	Original cataloging	\$ 10.00 / title
	Fully shelf-ready cataloging	****
	<p>***  <b>Book: standard MARC for those titles as cataloged by Library of Congress</b>  <b>Spoken Word Audio: for those titles annotated and advertised in our Forecast publication</b>  <b>Music / DVD: for those titles annotated and advertised in our Alert publication</b></p> <p>****  <b>The pricing outlined is available only through our Customized Library Services (CLS) division. Per unit, blended service prices are listed below. Prices are all inclusive of the services requested by the Library, but do not include Kapco, Vinabind, or Original Cataloging services.</b></p> <p><b>\$ 3.95 (book or spoken word audio material)</b>  <b>(includes Fully Processed as described in Item 2.1, and all " ** " items in 2.3)</b>  <b>Please add an additional \$ 2.19/unit for a spoken word audio case and an additional \$ .69 / unit for vendor-supplied, programmed and attached RFID tag.</b></p> <p><b>\$ 5.95 (Music CD or DVD)</b>  <b>(includes Fully Processed as described in item 2.2, all " ** " items in 2.3, and a standard case)</b>  <b>Please add an additional \$ .69 / unit for vendor-supplied, programmed and attached RFID tag.</b></p>	
2.4	<b>COLLECTION DEVELOPMENT SERVICES</b>	
	<b>Selection lists (forthcoming titles) – Standardized:</b>	
	Bibliographic information with brief annotations	Free
	Bibliographic information with full-text reviews <i>(profiled list, received monthly)</i>	100.00/ profile/year
	<b>Selection lists (forthcoming titles) – Customized:</b>	
	Bibliographic information with brief annotations	Free
	Bibliographic information with full-text reviews <i>(profiled list, received monthly)</i>	150.00 /profile/year
	<b>Special bibliographies – Standardized:</b>	
	Bibliographic information with brief annotations	Free
	Bibliographic information with full-text reviews <i>(one-time list request)</i>	50.00/ list request
	<b>Special bibliographies – Customized:</b>	
	Bibliographic information with brief annotations	Free
	Bibliographic information with full-text reviews <i>(profiled list, received monthly)</i>	75.00 /profile/year

2.5	<b>PRE-BINDING SERVICES</b>	
	KlearKote or other equivalent clear plastic, permanently bonded	2.00 /unit
	Vinabind, DuraLam or equivalent	5.00/unit
	Text bound, Prebind or equivalent	5.99/unit

2.6	<b>DELIVERY</b>	
	How many calendar days will items be delivered?	5-60
	<i>(for those titles in-print and available from the publisher; please see our response, Section 4.2 for details)</i>	
2.7	<b>PROCUREMENT CARD PAYMENT CAPABILITY</b>	
	Yes, I will accept Procurement card.	X
	No, I will not accept Procurement card.	

This agreement affords the provision of books based upon stated discounts from the current publisher's list price. The discounts vary based on the classification of books into general categories, some of which are determined by general marketing criteria. Baker & Taylor has utilized its best efforts to categorize titles for pricing purposes by considering the binding, cost of acquisition, general marketing categories, publisher's discount, customer demand, returnability to publishers, preferred stock status, and other factors. Baker & Taylor reserves the sole right to be the final determinant of the pricing category. Please be advised that Baker & Taylor provides a detailed invoice that identifies the publisher's current suggested list price, the discount offered, and the exact price charged for each title ordered.

The discounts outlined within this proposal will be applied to the publisher's current list price at the time of shipment. Please note that the publisher's list price is subject to change without notice. In addition, please note that for some college textbook publishers where no publisher list price is assigned by the publisher, Baker & Taylor will assign a list price for these titles. B&T will also assign a US dollar list price for imported titles. In such instances, the applicable list price is based upon a standardized formula.

The exceptions to the discounts quoted would be those books considered as proprietary media or falling under Baker & Taylor special programs, such as our Continuations program. Paw Prints, Replica Book Services, and BT Bound titles are also excluded from quoted discounts. Paw Prints will be billed at Baker & Taylor's net advertised catalog price. Replica Books will receive a 5.0% discount and BT Bound titles will receive the discount outlined on **Attachment A**, applied to our advertised list price. Imported foreign language titles noted as non-returnable will be billed at our advertised list price. Further information and pricing regarding such services are available upon request.

#### **Music CD / DVD**

Discounts are applied to the current manufacturer's list price. Discounts are firm for the life of the contract, however the list price is subject to change. Please see Attachment A2 for a listing of discounts offered.

List prices are manufacturer's suggested list prices, where available. Where no list price is supplied by the manufacturer, a list price will be assigned by Baker & Taylor.

Titles receiving minimal supplier discount, or which are under supplier restriction, or titles produced by small, specialty vendors will be invoiced at manufacturer's suggested retail price.

#### **1.22 Lease Plans**

Baker & Taylor's Book Leasing programs are a great way to temporarily increase your library's number of popular books with the ability to return them when patron demand has subsided.

When you begin using our Book Leasing services, your library will build its own collection by retaining books ordered through the Monthly New Book Quota until your collection reaches its proper size.

Please note, our lease service is based upon a subscription fee schedule; fees are determined by the plan type and size chosen by the Library.

Please see Attachment A-4 for pricing information.

#### **1.23 Standing Order Services**

Please see our response to Exhibit A, Item 1.3 for a description of automatic shipment services available for popular titles (author/illustrator-driven selection). Please see Attachments A, item 1.3 and G for a description of our traditional, reference-oriented, Continuations program.

**Attachment A  
Baker & Taylor, Inc.'s  
Terms and Conditions of Sale  
City of Chandler  
Chandler, AZ**

Category Definition	Price Indicator	Definition	Discount
I.	O (zero) (Hardcover Trade Editions) C (Hardcover Computer Books)	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction)	45.4 %
II.	J	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction)	45.4 %
III.	B (Paperback Trade Editions) C (Paperback Computer Books)	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	40.1 %
IV.	G	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	40.1 %
V.	P	Mass Market Paperback Editions	40.1 %
VI.	R	Single Edition Reinforced (Juvenile)	40.1 %
VII.	Z	Publisher's Library Edition (Juvenile)	21.0 %
VIII.	A	University Press Trade Editions	12.1 %
IX.	S/X/N (Text, Technical, or Reference Editions) L (Hardcover Editions from Small, Specialty Publishers or Titles of Limited Demand)*** M (Paperback Editions from Small, Specialty Publishers or Titles of Limited Demand)*** V/T (Returnable Specialty Textbooks) 5/6/8 (Professional Medical Titles)	Text, Technical, Reference, Small Press Editions, or Titles of Limited Demand (May be of any binding and includes non-trade University Press titles and some spoken word audio)	S = 12.1 % X = 12.1 % N = 0.0 %* L = 0.0 % *** M = 0.0 % *** V = 0.0 % T = 0.0 % 5 = 0.0 % 6 = 0.0 % 8 = 0.0 %
X.	F/K/1/3	Imported English and Non-English Language Editions	F = 0.0 % K = 0.0 % 1 = 0.0 % 3 = 0.0 %
XI.	Y / Q	Enhanced Service Program**	0.0 %
XII.	H	Spoken Word Audio (primarily abridged)	45.4 %
Special Program	D E	- Paw Print Editions - BT Bound Editions	D = 0.0 % E = 12.1 %

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

\*\* Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price.

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

All Playaway editions will receive an 18.5 % discount off of the publisher's list price. Replica books will be invoiced at 5.0 % off of B&T advertised list price. "Special Program" titles will be discounted as shown, discount will be applied to the B&T advertised list price.

Please note that for some college textbook publishers where no publisher list price is assigned by the publisher, Baker & Taylor will assign a list price for these titles. Also, B&T will assign a US dollar list price for imported titles. In such instances, the applicable list price is based upon a standardized formula.

The discounts outlined within this proposal are applied to the publisher's current list price at the time of shipment. Please note that the publisher's list price is subject to change without notice.

Note: Price Indicator is subject to change based upon changes in relationships with publishers.

**Attachment A-1  
Baker & Taylor, Inc.'s  
Terms and Conditions of Sale  
City of Chandler  
Continuation Services Materials**

Category Definition	Price Indicator	Definition	Discount
I.	0 (zero) (Hardcover Trade Editions) C (Hardcover Computer Books)	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction)	42.0 %
II.	J	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction)	42.0 %
III.	B (Paperback Trade Editions) C (Paperback Computer Books)	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	42.0 %
IV.	G	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	42.0 %
V.	P	Mass Market Paperback Editions	42.0 %
VI.	R	Single Edition Reinforced (Juvenile)	12.1 %
VII.	Z	Publisher's Library Edition (Juvenile)	12.1 %
VIII.	A	University Press Trade Editions	12.1 %
IX.	S/X/N (Text, Technical, or Reference Editions) L (Hardcover Editions from Small, Specialty Publishers or Titles of Limited Demand)*** M (Paperback Editions from Small, Specialty Publishers or Titles of Limited Demand)*** V/T (Returnable Specialty Textbooks) 5/6/8 (Professional Medical Titles)	Text, Technical, Reference, Small Press, and Titles of Limited Demand (May be of any binding and includes non-trade University Press titles and spoken word audio)	S = 12.1 % X = 12.1 % N = 5.0 % * L = 12.1 % *** M = 12.1 % *** V = 12.1 % **** T = 5.0 % 5 = 5.0 % 6 = 12.1 % 8 = 12.1 %
X.	F/K/1/3	Imported English and Non-English Language Editions	F = 0.0 % K = 0.0 % 1 = 0.0 % 3 = 0.0 %
XI.	Y / Q	Enhanced Service Program**	0.0 %
XII.	H	Spoken Word Audio (primarily abridged)	Not Applicable
Special Program	D E	- Paw Print Editions - BT Bound Editions	D = 0.0 % E = 0.0 %

\* Please note that those titles for which Baker & Taylor receives a minimal discount from the publisher and titles supplied by Gale or Bowker will be invoiced at a 5.0 % discount off of the publisher's current list price.

\*\* Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price.

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

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

Replica books will be invoiced at 5.0 % off of B&T advertised list price. "Special Program" titles will be discounted as shown, discount will be applied to the B&T advertised list price.

Please note that for some college textbook publishers where no publisher list price is assigned by the publisher, Baker & Taylor will assign a list price for these titles. Also, B&T will assign a US dollar list price for imported titles. In such instances, the applicable list price is based upon a standardized formula.

The discounts outlined within this proposal are applied to the publisher's current list price at the time of shipment. Please note that the publisher's list price is subject to change without notice.

Note: Price Indicator is subject to change based upon changes in relationships with publishers.

**Attachment A-2  
Music / DVD Materials**

**Discount from  
Manufacturer's Current List Price \***

<b>DVDs .....</b>	<b>28.8%</b>
<b>Music Compact Discs .....</b>	<b>26.3%</b>
<b>Games .....</b>	<b>10.0%</b>

\*

*Titles receiving minimal supplier discount, or which are under supplier restriction, or titles produced by small, specialty vendors will be invoiced at Manufacturer's Suggested Retail Price.*

*List prices are manufacturer's suggested list prices, where available. In instances where no list price is supplied by the manufacturer, a list price will be assigned by Baker & Taylor.*

## **Attachment B**

### **Category Definitions**

- I. **Adult Trade Hardcover Editions (O, C)** *(may include some spoken word audio materials)*  
High demand, materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory for these titles is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: The Broker by John Grisham, ISBN: 0385510454.
- II. **Juvenile Trade Hardcover Editions (J)**  
High demand, juvenile materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory for these titles is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: A Light in the Attic by Shel Silverstein, ISBN: 0060256737.
- III. **Adult Quality Paperback Editions (B, C)**  
High demand paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory for these titles is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: Bridget Jones's Diary by Helen Fielding, ISBN: 014028009X.
- IV. **Juvenile Quality Paperback Editions (G)**  
High demand, juvenile paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory for these titles is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: Charlotte's Web by E.B. White, ISBN: 0064400557.
- V. **Mass Market Paperback Editions (P)**  
A standard rack size paperback typically found in bookstores or other retail outlets. An example of a mass market paperback would be: The Girl Who Loved Tom Gordon by Stephen King, ISBN: 0671042858.
- VI. **Single Edition Reinforced (R)**  
A high quality binding designed to provide a long shelf life in a heavy use environment. Although the binding is fanned and glued it may not be sewn, which is typically found in the publisher library edition. Subject content can include both fictional and non-fiction works appealing to juveniles as well as adults. These bindings are identified by the publisher to Baker & Taylor. An example of a single edition reinforced binding would be: Watch Out! Big Brothers Coming by Jev Alborough, ISBN: 0763601306.
- VII. **Publisher Library Editions (Z)**  
Fiction as well as non-fiction materials appealing to both juveniles and adults, designed with the rugged durability required of the environment typically found in a library setting. Publisher Library Editions are traditionally of the highest quality, usually fanned, sewn and glued to provide the greatest possible shelf life of any binding. These bindings are identified by the publisher to Baker & Taylor. An example of a publisher library edition would be: If You Give A Pig A Pancake by Laura Joffe Numeroff, ISBN: 0060266872.
- VIII. **University Press Trade Editions (A)***(may include some spoken word audio materials)*  
This category would include any University Press Trade Editions, both adult and juvenile, and are subject to publisher reclassification. An example of a university press trade edition would be: The Art of Teaching by Oxford University Press, ISBN: 0195169697.
- IX. **Text, Technical, Reference, Small Press, and Titles of Limited Demand (5, 6, 8, L, M, N S, T, V, X)**  
Category of materials includes, but is not limited to, text, technical, reference, professional medical, small press, and some university press titles (excluding University Press Trade Editions). It includes titles purchased from publishers on a non-returnable basis, those publishers that extend little discount to Baker & Taylor, and publishers whose titles have limited sales volume based upon a semi-annual review. It includes individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Additionally, any publisher which is not in compliance with some of Baker & Taylor's purchasing requirements could be in this category. Materials in this category are both adult and juvenile and may be of any binding. Examples within

this category would be: The Merck Index, ISBN: 0911910131, Strategies That Work, ISBN: 1571103104 and Beauty and the East ISBN: 1566563879

**X. Imported English and Non-English Language Editions (F,K,1,3)**

Titles produced and distributed outside of the domestic US. These titles may be of any binding type and represent various publishers. Baker & Taylor will assign a US dollar list price for these editions based upon a standardized formula.

**XI. Enhanced Service Program Titles (Q, Y)**

This category includes materials where Baker & Taylor receives no discount from the publisher, or prepayment is required by the publisher, or publishers which have restrictions on returns, or books of small or non-commercial publishers with limited sales volume based upon a semi-annual review. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will receive no discount and are subject to a service charge. An example within this category would be: Paths to Recovery, ISBN: 0910034311.

**XII. Spoken Word Audio (H)**

Primarily abridged materials designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles can be either fiction or current non-fiction. An example of a primarily abridged spoken word audio would be: The Broker by John Grisham, ISBN: 0739316443.

CITY OF CHANDLER GOODS/SERVICES AGREEMENT  
LIBRARY MATERIALS AND RELATED SERVICES  
AGREEMENT NO.: CS8-998-2596

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Book Wholesalers Inc, aka BWI, a Corporation of the State of Illinois, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATOR:**

**1.1. Contract Administrator.** CONTRACTOR shall act under the authority and approval of the Library Manager /designee (Contract Administrator), to provide the services required by this Agreement.

**1.2. Key Staff.** This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.

**1.3. Subcontracts.** CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

**2. SCOPE OF WORK:** CONTRACTOR shall provide Library Materials and related services all as more specifically set forth in the Scope of Work, labeled Exhibit A, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.

**2.1. Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

**2.2. 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.

**2.3. Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.

**2.4. Compliance With Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.

**2.5. Warranties.** Described in Attachment A

**3. ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.

**3.1. Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

**3.2. Audit.** At any time during the term of this Contract and five (5) years thereafter, the

CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.

4. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed sixty thousand dollars (\$60,000) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference. However CONTRACTOR is aware that more than one CONTRACTOR has been awarded a contract for library materials unprocessed. CITY'S projected budget for such services during the term of this Agreement is \$30,000 (per year for the two year agreement) and CONTRACTOR agrees that CITY may choose to order services from one or more other CONTRACTORS.
- 4.1. **TAXES.** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.
- 4.2. **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 completion of specified services and receipt of a correct invoice.
- 4.3. **Estimated Quantities.** The quantities shown on Exhibit B (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.
- 4.4. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 4.5. **Price Adjustment (Annual).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 4.6. **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 4.7. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.
5. **TERM:** The term of the Contract is two year (s), commencing on the 1<sup>st</sup> day of November, 2008 and terminating on October 31, 2010 unless sooner terminated in accordance with the provisions herein. CITY reserves the right, at its sole discretion, to extend the Contract for up to four additional terms of one year each.
6. **USE OF THIS CONTRACT:**
  - 6.1. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such

usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

- 6.2. Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

**7. CITY'S CONTRACTUAL REMEDIES:**

- 7.1. Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.
- 7.2. Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 7.3.** If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 7.4. Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.
- 7.5. Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
- 7.6. Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

**8. TERMINATION:**

- 8.1 Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.
- 8.2 Termination for Cause:** City may, upon written notice, terminate this Agreement for CONTRACTOR'S failure to comply with the terms of this Agreement.

- 8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 8.7. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
- 9. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 10. ALTERNATE DISPUTE RESOLUTION:** Notwithstanding anything to the contrary provided elsewhere in the Contract documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive means for resolution of claims or disputes and other matters in question between CITY and CONTRACTOR arising out of, or relating to the Contract documents, interpretation of the Contract, or the performance or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision.
- 10.1 Notice:** CONTRACTOR shall submit written notice of any claim or dispute to the Contract Administrator within thirty (30) days of the occurrence, event or disputed response from CITY for

immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as they occur and not postponed until the end of the Contract nor lumped together with other pending claims.

- 10.2 Forfeiture:** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONTRACTOR'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONTRACTOR'S agreement and acceptance of CITY'S position.
- 10.3. CITY Response:** The Contract Administrator will provide to CONTRACTOR a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONTRACTOR'S written claim.
- 10.4. Appeal:** If CONTRACTOR disagrees with the response of the Contract Administrator, within fifteen days of the date of the response by the Contract Administrator, CONTRACTOR shall file with the Contract Administrator, written notice of appeal. The Contract Administrator shall provide copies of all relevant information concerning the Contract and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONTRACTOR within sixty (60) days from the date of CONTRACTOR'S written notice of appeal.
- 10.5. Arbitration:** If CONTRACTOR is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes. If CONTRACTOR chooses not to accept the decision of the Assistant Management Services Director, CONTRACTOR shall notify the Contract Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request for arbitration. The CONTRACTOR shall post a cash bond with the Arbitrator in the amount of \$5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph M, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.
- A. Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONTRACTOR will select one arbitrator, and any other CONTRACTOR who has a contract with CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.
- B. Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.
- C. Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. No

discovery may be had of privileged materials or information. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator.

- D. **Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.
- E. **Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Contract and the laws of the State of Arizona.
- F. **Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of \$500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of \$50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.
- G. **Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.
- H. **Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.
- I. **Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other contracts containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with CITY.
- J. **Appeal:** Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of \$100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Contract; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.
- K. **Uniform Arbitration Act:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501, et. seq.
- L. **Fees and Costs:** Each party shall bear its own fees and costs in connection with any informal hearing before the Assistant Management Services Director. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as

provided for herein. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.

- M. **Equitable Litigation:** Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.
- N. **Merger and Bar:** Any claim asserted pursuant to this ADR process shall be deemed to include all claims, demands, and requests for compensation for costs and losses or other relief, including the extension of Contract Time which reasonably should or could have been brought against any party that was or could have been brought into this ADR process. The Arbitration Panel shall apply legal principles commonly known as merger and bar to deny any claim or claims against any party regarding which claim or claims recovery has been sought or should have been sought in a previously adjudicated claim for an alleged cost, loss, breach, error or omission.
- O. **Disputes of amounts greater than \$500,000:** Disputes for which the Arbitration Panel has determined to warrant an award in an amount greater than Five Hundred Thousand Dollars (\$500,000) to any one party, may be brought in the appropriate Court. A party must obtain such a determination from the Arbitration Panel prior to filing any legal action.
11. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. 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.

12. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Contract Administrator: Library Manager  
Contact: Brenda Brown  
Mailing Address: P.O. Box 4008 MS 601  
Physical Address: 22 S. Delaware St.  
City, State, Zip: Chandler, AZ 85244-4008  
Phone: 480-782-2817  
FAX: 480-782-2723

In the case of the CONTRACTOR

Firm Name: Book Wholesalers aka BWI  
Contact: Leslie Steffes  
Address: 1340 Ridgeview Drive  
City, State, Zip: McHenry, Illinois 60050  
Phone: 800-888-4478 ext. 6287  
FAX: 800-888-6319

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

13. **CONFLICT OF INTEREST:**

- 13.1. **No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.

- 13.2. **Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).

- 13.3. **No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

14. **GENERAL TERMS:**

- 14.1. **OWNERSHIP.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

- 14.2. **Entire Agreement.** This Agreement, including Exhibits A and B attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives of each party.

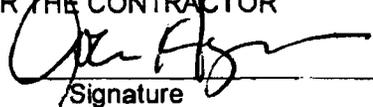
- 14.3. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 14.4. **Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 14.5. **Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.
- 14.6. **Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 14.7. **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 14.8. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this day of \_\_\_\_\_ 2008.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

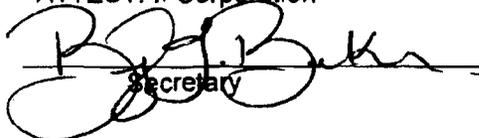
\_\_\_\_\_  
MAYOR

By:   
Signature

ATTEST:

ATTEST: If Corporation

\_\_\_\_\_  
City Clerk

SEAL   
Secretary

Approved as to form:

\_\_\_\_\_  
*p* City Attorney

## **EXHIBIT A**

### **Scope of Work**

Contractor shall provide library materials and related services in conformance with the following specifications:

#### **1. GENERAL SPECIFICATIONS**

- 1.1. Contractor shall have the capability of providing multiple formats of print and nonprint materials for use in a public library setting. This includes but is not limited to books for adults and children in various bindings, large print materials, adult and juvenile Spanish language materials, comic and graphic novels, DVDs, audio books on CD, multi-media kits, music compact discs, MP3s, video games, Ebooks, reference materials, encyclopedias, continuations and serial publications excluding periodicals and journals.
- 1.2. Contractor shall provide various categories of print and non-print materials as required. Contractor shall respond to only those materials and services capable of being supplied by Contractor.
- 1.3. The contractor should also have the ability to provide selection lists and other collection development services.

#### **2. ORDERING AND INVENTORY SYSTEMS**

- 2.1. Contractor shall provide easy-to-use online access to the ordering and inventory information systems for all materials at no additional cost to the City. The Library's maximum number of user IDS at no additional cost shall be fifteen (15).
- 2.2. Contractor's inventory and information system must provide the ability to order multiple copies for one/all branches by identifying a title only once (grid ordering).
- 2.3. Contractor's inventory and information system must provide access via the 13-digit ISBN (EAN) for both forthcoming and previously published titles.
- 2.4. Contractor shall confirm order within 24 hours after receipt. Confirmation shall minimally include title, ISBN and quantity.
- 2.5. Contractor shall assist in getting system operational and provide a minimum of eight (8) hours of training on the system at no additional cost to the City, if requested.
- 2.6. Inventory shall be updated a minimum of once per week.
- 2.7. Contractor shall assist with the implementation of new releases and upgrades and provide a minimum of eight (8) hours of training on the system at no additional cost to the City, if requested.
- 2.8. Items needing to be ordered by the contractor from their supplier shall not be delayed due to small quantities.
- 2.9. Contractor shall cancel orders 60 days after order date except for pre-pub titles.
- 2.10. If book dust jackets are available, they are to be supplied on all ordered titles.
- 2.11. Contractor performing outsourced work online will be offered Virtual Private Networking (VPN) access to staff *cataloging* functions of the online system.

2.12. If during the terms of this contract the library converts to a different online library system, the Library shall notify the contractor a minimum of ninety (90) calendar days before the conversion is implemented. The contractor shall respond in writing within fourteen (14) calendar days of receipt of notification indicating:

- Whether or not it will continue to provide the services covered by this RFP at no additional cost.
- Shall inform the Library of any costs required for continuation of its services in accordance with the agreement, which costs shall be subject to negotiation, and shall justify those costs.
- Shall fully describe any services that it must terminate, modify or reduce in quality, timeliness, or other respects because of the conversion.
- Upon concurrence of the City and the Contractor regarding conversion costs, this concurrence shall be incorporated into an amendment to the Agreement.

### **3. CUSTOMER SUPPORT**

3.1. Contractors shall provide a toll-free telephone number for customer service.

3.2. The contractor shall specify what reports they can produce and provide examples of the reports as part of its proposal. In the case of online reports, specific instructions should accompany the example of the report.

### **4. DELIVERY**

4.1. Contractor's delivery of library materials shall be in accordance with instructions given by the Library at the time of account setup.

4.2. Contractor's delivery times shall be:

- 90% of all in-stock items ordered with cataloging and processing must be delivered within 15 calendar days from date of order receipt date.
- In stock priority items must be delivered, cataloged and processed within five workdays from date of order receipt days.
- Items back ordered by Contractor from its supplier must be delivered, cataloged and processed within 60 calendar days from date of order receipt date.

4.3. Contractor shall advise the Library in writing with each order of any title not in stock, no longer in publication or publication postponed.

4.4. All shipments shall be clearly marked as inside delivery. Contractor must ensure this is communicated to the shipping carrier prior to shipment of the goods.

4.5. Items shall be packaged separately according to branch, account number and invoice. Multiple purchase order numbers may be combined in one package as long as the items included are all for the same account number and branch.

4.6. A packing slip must be box specific and included in the box prior to shipping.

4.7. Items shall be listed on packing slips in title order and include: type of binding, 13 digit ISBN, price, discount, extended price and customer purchase order number.

### **5. INVOICES**

5.1 Invoices shall list items supplied in alphabetical order by title.

- 5.2 List prices, percentage discount or monetary charge and net price of each item must be listed on the invoice.
- 5.3 Totals must be given that reference the account number and the purchase order number (where applicable).
- 5.4 Prompt payment information must appear on invoices.
- 5.5 Contractor shall supply all invoices in duplicate.
- 5.6 Contractor agrees that the invoice shall arrive within five (5) days after shipment of the materials. Payment terms shall be included with invoice.

**6. FOB DESTINATION**

- 6.1. Prices shall be Free On Board Destination, Freight prepaid, INSIDE DELIVERY.

**7. TAXES**

- 7.1. Libraries in the state of Arizona are exempt from sales tax on the purchase of materials for use by the public. Arizona Revised Statutes 42-5159.A.12.

**8. ORDER STATUS REPORT**

- 8.1. Contractor shall provide a status report with the first shipment of each order indicating the status of unfilled items. This information may be included on the invoice or the packingslip.

**9. RETURNS**

- 9.1. Items received in damaged condition shall be returned to the contractor provided the contractor issues a call tag. The Library prefers replacement of the item.
- 9.2. Contractor shall provide a copy of return policy and credit memo procedures as part of this agreement.

**10. FILL RATE**

- 10.1 Contractor's overall fill rate for all United States imprints and productions, for each year of the contract, must meet or exceed 85% of all items ordered. Failure to provide this percentage may result in contract default.
- 10.2 The Contractor will make every effort to maintain the following additional percentages:
  - Contractor supplies through their in-stock inventory the delivery of 75% of each individual order in the first shipment. Line items that are reordered or back-ordered are not considered filled line items. Pre-publication titles are excluded from this calculation.
  - Contractor supplies 60% of all items not delivered in the first shipment within 30 days from original order receipt date. Line items that are reordered or back-ordered are not considered filled line items. Pre-publication titles are excluded from this calculation.
  - Contractor supplies 90% of all items not delivered in first shipment within 60 days from original order date. Line items that are reordered or back-ordered are not considered filled line items **and are then cancelled by the contractor.** Pre-publication titles are excluded from this calculation.

**11. MULTIPLE ACCOUNTS**

11.1 The Contractor shall have the capability of filling via separate branch, or other agencies, based on funding strings. An option to this is the capability of having a separate account for each branch cost center.

**12. WARRANTY (Contractor shall provide the following)**

12.1 The Contractor expressly warrants all items to be new, free from defects in materials and workmanship, and to be fit and sufficient for their intended purpose.

12.2 Unless otherwise specified, all items shall be guaranteed for a minimum of 120 days against defects in material and workmanship. Should a defect occur during this period the Contractor will replace the item free of charge.

12.3 The exception shall be where it is shown that the defect was caused by misuse and not fault of manufacturer or shipper.

12.4 Individual discs in multi-part video or audio sets that become damaged and/or defective in the first 12 months after receipt date shall be replaced free of charge to the Library.

**EXHIBIT B  
PRICING**

1

	Discount %
1.1 Hardcover ( includes adult, young adult and juvenile fiction, nonfiction and picture books)	
Percentage discount from publisher's price	Trade <u>40-42%</u>
Percentage discount from publisher's price	Non-trade <u>40-42%</u>
1.2 Trade paperback (fiction and nonfiction, adult and youth)	
Percentage discount from publisher's price	Trade <u>35.42%</u>
Percentage discount from publisher's price	Non-trade <u>35.42%</u>
1.3 Mass market paperback (fiction and nonfiction, adult and youth)	
Percentage discount from publisher's price	Trade <u>35.42%</u>
Percentage discount from publisher's price	Non-trade <u>35.42%</u>
1.4 Pre-bound (fiction and nonfiction, adult and youth)	
Percentage discount from publisher's price	Trade <u>    *</u>
Percentage discount from publisher's price	Non-trade <u>    *</u>
*Acquisition cost charged when publisher does not offer a discount	
1.5 Reinforced editions (fiction and nonfiction, adult and youth)	
Percentage discount from publisher's price	Trade <u>20.00%</u>
Percentage discount from publisher's price	Non-trade <u>20.00%</u>
1.6 Foreign language (fiction and nonfiction, adult and youth)	
Percentage discount from publisher's price	Trade <u>0-42%</u>
Percentage discount from publisher's price	Non-trade <u>0-42%</u>
1.7 Large print (fiction and nonfiction, adult and youth)	
Percentage discount from publisher's price, hardcover	Trade <u>0-42%</u>
Percentage discount from publisher's price, paper	Trade <u>0-42%</u>
Percentage discount from publisher's price	Non-trade <u>0-42%</u>
1.8 Comics and graphic novels (adult and youth)	
Percentage discount from publisher's price, hardcover	Trade <u>15-42%</u>
Percentage discount from publisher's price, paper	Trade <u>15-42%</u>
Percentage discount from publisher's price	Non-trade <u>15-42%</u>
1.9 Spanish language (fiction and nonfiction, adult and youth)	
Percentage discount from publisher's price	Trade <u>0-42%</u>

Percentage discount from publisher's price	Non-trade	<u>0-42%</u>
1.10 Continuations (titles for reference and circulating collection, adult and youth)		
Percentage discount from publisher's price	Trade	<u>0-15%</u>
Percentage discount from publisher's price	Non-trade	<u>0-15%</u>
1.11 Encyclopedias (adult and youth print)		
Percentage discount from publisher's price	Trade	<u>0-15%</u>
Percentage discount from publisher's price	Non-trade	<u>0-15%</u>
1.12 Music compact discs		
Percentage discount from publisher's price	Trade	<u>25.00%</u>
Percentage discount from publisher's price	Non-trade	<u>25.00%</u>
1.13 Spoken word on compact disc, unabridged		
Percentage discount from publisher's price	Trade	<u>30.00%</u>
Percentage discount from publisher's price	Non-trade	<u>30.00%</u>
1.14 Spoken work on compact disc, abridged		
Percentage discount from publisher's price	Trade	<u>40.00%</u>
Percentage discount from publisher's price	Non-trade	<u>40.00%</u>
1.15 Single CD/DVD replacement disc		
	Discount	<u>No bid</u>
	Cost	<u>No bid</u>
1.16 Microcomputer software		
Percentage discount from publisher's price	Trade	<u>          </u>
Percentage discount from publisher's price	Non-trade	<u>          </u>
1.17 DVDs		
Percentage discount from publisher's price	Trade	<u>25.00%</u>
Percentage discount from publisher's price	Non-trade	<u>25.00%</u>
1.18 Electronic books		
Percentage discount from publisher's price	Trade	<u>          *</u>
Percentage discount from publisher's price	Non-trade	<u>          </u>
*Acquisition cost charged when publisher does not offer a discount		
1.19 Kits (mixed media and multi-part)		
Percentage discount from publisher's price	Trade	<u>No bid</u>

Percentage discount from publisher's price

Non-trade No bid

1.20 MP3s

Percentage discount from publisher's price

Trade No bid

Percentage discount from publisher's price

Non-trade No bid

1.21 Video games

Percentage discount from publisher's price

Trade No bid

Percentage discount from publisher's price

Non-trade No bid

1.22 Lease plans

Provide literature that includes the kinds of materials you lease as well as plan descriptions and costs. **Yes/No**

No

1.23 Standing order services

Provide literature that includes the kinds of materials you provide as continuations as well as discounts **Yes/No**

Yes

1.24 Vendor to provide discounts for the following:

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING YOUTH TITLES:**

<u>Title</u>	<u>Author</u>	<u>ISBN</u>	
Current Controversies Child Abuse	Almond, Lucinda	9780737724745	20.00%
Opposing Viewpoints Sexually Transmitted Diseases	Haerens, Margaret	9780737733341	20.00%
Oh My Goddess 7	Fujishima, Kosuke	9781593078508	15.00%
Blizzard of the Moon	Osborne, Mary P	9780375830389	35.00%
House of the Red Fish	Salisbury, Grah	9780440238386	35.00%
Teenage refugees from Iran speak out	Strazzabosco, Gina	9780823918454	15.00%
Critical Perspective on Globalization	Malaspina, Ann	9781404205376	15.00%
Cold War America 1946 to 1990	Gregory, Ross	816038686	0.00%
Cholera	Coleman, William	9780791073032	15.00%
All's well that ends well	Shakespeare, William	9780671722548	Out of Stock

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING ADULT TITLES:**

<u>Title</u>	<u>Author</u>	<u>ISBN</u>	
Rifkind's challenge	Abbey, Lynn.	9780765352033	42.00%
The shining city	Forsyth, Kate	9780451460806	0.00%
Outer Dark	McCarthy, Cormac	9780679728733	40.00%
Dark voyage of the Mittie Stephens	Boggs, Johnny D.	788278056	Out of Print
Your Ultimate Wedding Planning Guide	Buckley, Sean	9780470154465	40.00%

Reading Reflex	McGuinness, Carmen	9780684853673	40.00%
The man from her past	Adams, Anna.	9780373714353	Out of Stock
Daring to Dream	Roberts, Nora	9780515119206	15.00%
T is for trespass	Grafton, Sue.	9780786296521	0.00%
Gone :an Alex Delaware novel	Kellerman, Jonathan.	9780739326046	42.00%

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING CD BOOKS:**

<u>Title</u>	<u>Author</u>	<u>ISBN</u>	
Diary of a Wimpy Kid	Kinney, Jeff	978-1-4281-8197-7	Direct Order
Absolutely True Diary of a Part-Time Indian	Alexie, Sherman	978-1-4281-8297-4	Can't Identify
Duma Key	King, Stephen	743569741	25.00%
Shadow Music	Shadow Music	739357581	25.00%
Antony and Cleopatra	McCullough, Colleen	9780792752301	25.00%
Plum Lucky	Evanovich, Janet	9780792752264	25.00%
Blasphemy	Preston, Douglas	9780792752271	25.00%
The Book Thief	Zusak, Markus	978-0-7393-3800-1	25.00%
The Serpent's Tale	Franklin, Ariana	978-1-4159-4725-8	Can't Identify
Ramona The Brave	Cleary, Beverly	978-0-7393-5114-7	Can't Identify

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING MUSIC CDS:**

<u>Title</u>	<u>Artist</u>	<u>UPC</u>	
Till the sun turns black	LaMontagne, Ray	828768332825	25.00%
Stankonia	OutKast	730082607322	25.00%
Parachutes	Coldplay	67003016223	25.00%
A rush of blood to the head	Coldplay	724354050428	25.00%
Special forces	.38 Special	75021428027	25.00%
Love and theft	Dylan, Bob	696998597525	25.00%
Solid ground	Anderson, John	7863662322	25.00%
All the seasons of George Winston	Winston, George.	1934112662	25.00%
Suites 2 & 3 ; Flute concerto	Bach, Johann Sebastian	2894177152	25.00%
Cimento dell'armonia e dell'inventione.	Vivaldi, Antonio.	2894192142	25.00%

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING DVDS:**

<u>Title</u>	<u>Publisher</u>	<u>UPC</u>	
Inside the Living Body	National Geographic	727994752639	25.00%
Biography Carol Burnett	A & E	733961727883	25.00%
Drug Education for Teens: Alcohol & Alcoholism	Schlessinger Media	753201082138	25.00%
Austin Powers Goldmember	AOL Time Warner	794043607820	25.00%
Bleak House	Warner Home Video	794051233523	25.00%
Anthony Robbins: Financial Freedom	Midwest Tape	806807150036	25.00%
Cape Fear	Universal Home Video	783235046	25.00%

Little Miss Sunshine	20th Century Fox Home	24543403319	25.00%
For the Love of a Dog	Rivercoast	9786311561812	25.00%
Denise Austin: Boot Camp Total Body Blast	Lions Gate	9786310603797	25.00%

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING CONTINUATION SERVICES TITLES:**

<u>Title</u>	<u>Publisher</u>	<u>ISSN/ISBN</u>	
America's Top 101 Careers for College	JIST	9781593573188	40.00%
Arco Master the ASVAB	Thomas Peterson	9780768923216	Out of Print
Barron's CLEP	Barron's Educational	1546-8704	Can't Identify
Book of the States	Council of State Governments	0068-0125	Can't Identify
Chapter 13 Bankruptcy	Nolo	1413305083	0.00%
College Blue Book	Macmillian	1082 7064	Can't Identify
Enc of Careers and Vocational Guidance	Ferguson	9780816070664	15.00%
Fodor's Arizona and the Grand Canyon	Fodor's Travel	1559-6230 1	40.00%
Merck Manual of Diagnosis and Therapy	Merck & Co	0076-6526	42.00%
Scholarships, Fellowships and Loans	Gale	1058-5699 1	Can't Identify
Statistical Abstract of the United States	Census Bureau	0081-4741	Can't Identify

**2. PROCESSING SERVICES (Unit is each)**

**2.1 BOOKS**

Mylar cover on dust cover	0.30
Dust cover taped on book	
Barcode, scannable (Supplied by vendor)	0.35
Barcode, eye-readable (Supplied by vendor)	0.15
Barcode, scannable (Supplied by library)	0.25
Barcode, eye-readable (Supplied by library)	0.15
Barcode protector, when applicable	0.10
Property label	0.20
Cost of radio frequency identification tag supplied by vendor	
Attachment of radio frequency identification tag (RFID)	
Programming of RFID	0.65
3M security strip and attachment (Strips supplied by vendor)	0.50
Call number label	0.50
Label protector, when applicable	0.10
Branch label	0.20
Fully processed and shelf-ready	varies dependent upon options chosen

**2.2 MEDIA**

Replacement of original case:	
CD book	7.75
Music CD	1.15

DVD	3.50
Removing wrappings and security	0.75
Barcode, scannable	0.35
Barcode, eye-readable	0.15
Property label	0.20
3M security strip with overlay	1.50
Call number label	0.20
7-day label	1.50
Label protector, when applicable	0.10
Radio frequency identification tag (RFID)	0.50
Programming of RFID	0.65
Cloth pockets for CDs, when applicable	0.30
Fully processed and shelf-ready	varies dependent upon options chosen

### 2.3 CATALOGING SERVICES (unit is "each")

	Cost
CIP upgrades	varies
Generic MARC:	0.99
Basic Dewey (DLC preferred)	Included
Local call numbers	included
Editing of existing records based on a bibliographic utility (customized MARC)	1.99
Uploading holdings to OCLC	Included.
Original cataloging	varies
Fully shelf-ready cataloging	varies dependent upon cataloging options chosen

### 2.4 COLLECTION DEVELOPMENT SERVICES

#### *Selection lists (forthcoming titles) – Standardized:*

Bibliographic information with brief annotations	No Charge
Bibliographic information with full-text reviews	No Charge

#### *Selection lists (forthcoming titles) – Customized:*

Bibliographic information with brief annotations	No Charge
Bibliographic information with full-text reviews	No Charge

#### *Special bibliographies – Standardized:*

Bibliographic information with brief annotations	No Charge
Bibliographic information with full-text reviews	No Charge

#### *Special bibliographies – Customized:*

Bibliographic information with brief annotations	No Charge
Bibliographic information with full-text reviews	No Charge

### 2.5 PRE-BINDING SERVICES

Cost

KlearKote or other equivalent clear plastic, permanently bonded  
Vinabind, DuraLam or equivalent  
Text bound, Prebind or equivalent

1.90  
1.90  
Follett Bound Platinum

**2.6 DELIVERY**

How many calendar days will items be delivered?

5-20

**2.7 PROCUREMENT CARD PAYMENT CAPABILITY**

Yes, I will accept Procurement card.

X

No, I will not accept Procurement card.

**CITY OF CHANDLER GOODS/SERVICES AGREEMENT  
LIBRARY MATERIALS AND RELATED SERVICES  
AGREEMENT NO.: CS8-998-2596**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Ingram Library Services, Inc., a Corporation of the State of Tennessee, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATOR:**

- 1.1. Contract Administrator.** CONTRACTOR shall act under the authority and approval of the Library Manager /designee (Contract Administrator), to provide the services required by this Agreement.
- 1.2. Key Staff.** This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.
- 1.3. Subcontracts.** CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

**2. SCOPE OF WORK:** CONTRACTOR shall provide Library Materials and related services all as more specifically set forth in the Scope of Work, labeled Exhibit A, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.

- 2.1. Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.2. 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.
- 2.3. Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.
- 2.4. Compliance With Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.
- 2.5. Warranties.** Described in Attachment A

**3. ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.

- 3.1. Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- 3.2. Audit.** At any time during the term of this Contract and five (5) years thereafter, the

CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.

4. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed sixty thousand dollars (\$60,000) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference. However CONTRACTOR is aware that more than one CONTRACTOR has been awarded a contract for library materials unprocessed. CITY'S projected budget for such services during the term of this Agreement is \$30,000 (per year for the two year agreement) and CONTRACTOR agrees that CITY may choose to order services from one or more other CONTRACTORS.
- 4.1. **TAXES.** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.
- 4.2. **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 completion of specified services and receipt of a correct invoice.
- 4.3. **Estimated Quantities.** The quantities shown on Exhibit B (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.
- 4.4. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 4.5. **Price Adjustment (Annual).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 4.6. **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 4.7. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.
5. **TERM:** The term of the Contract is two year (s), commencing on the 1<sup>st</sup> day of November, 2008 and terminating on October 31, 2010 unless sooner terminated in accordance with the provisions herein. CITY reserves the right, at its sole discretion, to extend the Contract for up to four additional terms of one year each.
6. **USE OF THIS CONTRACT:**
  - 6.1. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such

usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

**6.2. Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

## **7. CITY'S CONTRACTUAL REMEDIES:**

**7.1. Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.

**7.2. Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

**7.3.** If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

**7.4. Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.

**7.5. Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.

**7.6. Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

## **8. TERMINATION:**

**8.1 Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

**8.2 Termination for Cause:** City may, upon written notice, terminate this Agreement for CONTRACTOR'S failure to comply with the terms of this Agreement.

- 8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 8.7. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
- 9. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 10. ALTERNATE DISPUTE RESOLUTION:** Notwithstanding anything to the contrary provided elsewhere in the Contract documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive means for resolution of claims or disputes and other matters in question between CITY and CONTRACTOR arising out of, or relating to the Contract documents, interpretation of the Contract, or the performance or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision.
- 10.1 Notice:** CONTRACTOR shall submit written notice of any claim or dispute to the Contract Administrator within thirty (30) days of the occurrence, event or disputed response from CITY for

immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as they occur and not postponed until the end of the Contract nor lumped together with other pending claims.

- 10.2 Forfeiture:** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONTRACTOR'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONTRACTOR'S agreement and acceptance of CITY'S position.
- 10.3. CITY Response:** The Contract Administrator will provide to CONTRACTOR a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONTRACTOR'S written claim.
- 10.4. Appeal:** If CONTRACTOR disagrees with the response of the Contract Administrator, within fifteen days of the date of the response by the Contract Administrator, CONTRACTOR shall file with the Contract Administrator, written notice of appeal. The Contract Administrator shall provide copies of all relevant information concerning the Contract and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONTRACTOR within sixty (60) days from the date of CONTRACTOR'S written notice of appeal.
- 10.5. Arbitration:** If CONTRACTOR is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes. If CONTRACTOR chooses not to accept the decision of the Assistant Management Services Director, CONTRACTOR shall notify the Contract Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request for arbitration. The CONTRACTOR shall post a cash bond with the Arbitrator in the amount of \$5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph M, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.
  - A. Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONTRACTOR will select one arbitrator, and any other CONTRACTOR who has a contract with CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.
  - B. Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.
  - C. Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. No

discovery may be had of privileged materials or information. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator.

- D. **Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.
- E. **Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Contract and the laws of the State of Arizona.
- F. **Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of \$500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of \$50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.
- G. **Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.
- H. **Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.
- I. **Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other contracts containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with CITY.
- J. **Appeal:** Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of \$100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Contract; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.
- K. **Uniform Arbitration Act:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501, et. seq.
- L. **Fees and Costs:** Each party shall bear its own fees and costs in connection with any informal hearing before the Assistant Management Services Director. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as

provided for herein. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.

- M. Equitable Litigation:** Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.
- N. Merger and Bar:** Any claim asserted pursuant to this ADR process shall be deemed to include all claims, demands, and requests for compensation for costs and losses or other relief, including the extension of Contract Time which reasonably should or could have been brought against any party that was or could have been brought into this ADR process. The Arbitration Panel shall apply legal principles commonly known as merger and bar to deny any claim or claims against any party regarding which claim or claims recovery has been sought or should have been sought in a previously adjudicated claim for an alleged cost, loss, breach, error or omission.
- O. Disputes of amounts greater than \$500,000:** Disputes for which the Arbitration Panel has determined to warrant an award in an amount greater than Five Hundred Thousand Dollars (\$500,000) to any one party, may be brought in the appropriate Court. A party must obtain such a determination from the Arbitration Panel prior to filing any legal action.
- 11. INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. 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.

**12. NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

**In the case of the CITY**

Contract Administrator: Library Manager  
Contact: Brenda Brown  
Mailing Address: P.O. Box 4008 MS 601  
Physical Address: 22 S. Delaware St.  
City, State, Zip: Chandler, AZ 85244-4008  
Phone: 480-782-2817  
FAX: 480-782-2723

**In the case of the CONTRACTOR**

Firm Name: Ingram Library Svcs. Inc.  
Contact: Daneen Schneider  
Address: One Ingram Blvd.  
City, State, Zip: LaVergne, TN 37086  
Phone: 800-937-5300  
FAX: 615-213-6004

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

**13. CONFLICT OF INTEREST:**

**13.1. No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.

**13.2. Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).

**13.3. No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

**14. GENERAL TERMS:**

**14.1. OWNERSHIP.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

**14.2. Entire Agreement.** This Agreement, including Exhibits A and B attached hereto and Contractor's entire RFP response, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or

each party.

- 14.3. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 14.4. **Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 14.5. **Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.
- 14.6. **Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 14.7. **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 14.8. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this day of 2008.

FOR THE CITY OF CHANDLER

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

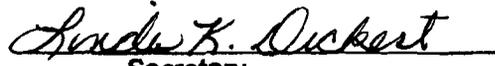
\_\_\_\_\_  
City Attorney

FOR THE CONTRACTOR

By:   
Signature

ATTEST: If Corporation

SEAL

  
Secretary

**EXHIBIT A**  
**Scope of Work**

Contractor shall provide library materials and related services in conformance with the following specifications:

**1. GENERAL SPECIFICATIONS**

- 1.1. Contractor shall have the capability of providing multiple formats of print and nonprint materials for use in a public library setting. This includes but is not limited to books for adults and children in various bindings, large print materials, adult and juvenile foreign language materials, comic and graphic novels, multi-media kits, Ebooks, reference materials, continuations and serial publications excluding periodicals and journals.
- 1.2. Contractor shall provide various categories of print and non-print materials as required. Contractor shall respond to only those materials and services capable of being supplied by Contractor.
- 1.3. The contractor should also have the ability to provide selection lists and other collection development services.

**2. ORDERING AND INVENTORY SYSTEMS**

- 2.1. Contractor shall provide easy-to-use online access to the ordering and inventory information systems for all materials at no additional cost to the City. The Library will receive ipage Professional pricing for 15 concurrent users at a cost of one thousand eight hundred sixty-four dollars (\$1864) per year.
- 2.2. Contractor's inventory and information system must provide the ability to order multiple copies for one/all branches by identifying a title only once (grid ordering).
- 2.3. Contractor's inventory and information system must provide access via the 13-digit ISBN (EAN) for both forthcoming and previously published titles.
- 2.4. Contractor shall confirm order within 24 hours after receipt. Confirmation shall minimally include title, ISBN and quantity.
- 2.5. Contractor shall assist in getting system operational and provide a minimum of eight (8) hours of training on the system at no additional cost to the City, if requested.
- 2.6. Inventory shall be updated a minimum of once per week.
- 2.7. Contractor shall assist with the implementation of new releases and upgrades and provide a minimum of eight (8) hours of training on the system at no additional cost to the City, if requested.
- 2.8. Items needing to be ordered by the contractor from their supplier shall not be delayed due to small quantities.
- 2.9. Contractor shall cancel orders 60 days after order date except for pre-pub titles.
- 2.10. If book dust jackets are available, they are to be supplied on all ordered titles.
- 2.11. Contractor performing outsourced work online will be offered Virtual Private Networking (VPN) access to staff *cataloging* functions of the online system.
- 2.12. If during the terms of this contract the library converts to a different online library system, the

Library shall notify the contractor a minimum of ninety (90) calendar days before the conversion is implemented. The contractor shall respond in writing within fourteen (14) calendar days of receipt of notification indicating:

- Whether or not it will continue to provide the services covered by this RFP at no additional cost.
- Shall inform the Library of any costs required for continuation of its services in accordance with the agreement, which costs shall be subject to negotiation, and shall justify those costs.
- Shall fully describe any services that it must terminate, modify or reduce in quality, timeliness, or other respects because of the conversion.
- Upon concurrence of the City and the Contractor regarding conversion costs, this concurrence shall be incorporated into an amendment to the Agreement.

### **3. CUSTOMER SUPPORT**

- 3.1. Contractors shall provide a toll-free telephone number for customer service.
- 3.2. The contractor shall specify what reports they can produce and provide examples of the reports as part of its proposal. In the case of online reports, specific instructions should accompany the example of the report.

### **4. DELIVERY**

- 4.1. Contractor's delivery of library materials shall be in accordance with instructions given by the Library at the time of account setup.
- 4.2. Contractor's delivery times shall be:
  - 90% of all in-stock items ordered with cataloging and processing must be delivered within 15 calendar days from date of order receipt date.
  - In stock priority items must be delivered, cataloged and processed within five workdays from date of order receipt days.
  - Items back ordered by Contractor from its supplier must be delivered, cataloged and processed within 60 calendar days from date of order receipt date.
- 4.3. Contractor shall advise the Library in writing with each order of any title not in stock, no longer in publication or publication postponed.
- 4.4. All shipments shall be clearly marked as inside delivery. Contractor must ensure this is communicated to the shipping carrier prior to shipment of the goods.
- 4.5. Items shall be packaged separately according to branch, account number and invoice. Multiple purchase order numbers may be combined in one package as long as the items included are all for the same account number and branch.
- 4.6. A packing slip must be box specific and included in the box prior to shipping.
- 4.7. Items shall be listed on packing slips in title order and include: type of binding, 13 digit ISBN, price, discount, extended price and customer purchase order number.

### **5. INVOICES**

- 5.1 Invoices shall list items supplied in alphabetical order by title.
- 5.2 List prices, percentage discount or monetary charge and net price of each item must be listed on

the invoice.

- 5.3 Totals must be given that reference the account number and the purchase order number (where applicable).
- 5.4 Prompt payment information must appear on invoices.
- 5.5 Contractor shall supply all invoices in duplicate.
- 5.6 Contractor agrees that the invoice shall arrive within five (5) days after shipment of the materials. Payment terms shall be included with invoice.

## **6. FOB DESTINATION**

- 6.1 Prices shall be Free On Board Destination, Freight prepaid, INSIDE DELIVERY.

## **7. TAXES**

- 7.1 Libraries in the state of Arizona are exempt from sales tax on the purchase of materials for use by the public. Arizona Revised Statutes 42-5159.A.12.

## **8. ORDER STATUS REPORT**

- 8.1 Contractor shall provide a status report with the first shipment of each order indicating the status of unfilled items. This information may be included on the invoice or the packing slip.

## **9. RETURNS**

- 9.1 Items received in damaged condition shall be returned to the contractor provided the contractor issues a call tag. The Library prefers replacement of the item.
- 9.2 Contractor shall provide a copy of return policy and credit memo procedures as part of this agreement.

## **10. FILL RATE**

- 10.1 Contractor's overall fill rate for all United States imprints and productions, for each year of the contract, must meet or exceed 85% of all items ordered. Failure to provide this percentage may result in contract default.
- 10.2 The Contractor will make every effort to maintain the following additional percentages:
  - Contractor supplies through their in-stock inventory the delivery of 75% of each individual order in the first shipment. Line items that are reordered or back-ordered are not considered filled line items. Pre-publication titles are excluded from this calculation.
  - Contractor supplies 60% of all items not delivered in the first shipment within 30 days from original order receipt date. Line items that are reordered or back-ordered are not considered filled line items. Pre-publication titles are excluded from this calculation.
  - Contractor supplies 90% of all items not delivered in first shipment within 60 days from original order date. Line items that are reordered or back-ordered are not considered filled line items and are then cancelled by the contractor. Pre-publication titles are excluded from this calculation.

## **11. MULTIPLE ACCOUNTS**

- 11.1 The Contractor shall have the capability of filling via separate branch, or other agencies, based on funding strings. An option to this is the capability of having a separate account for each branch cost center.

## **12. WARRANTY (Contractor shall provide the following)**

- 12.1 The Contractor expressly warrants all items to be new, free from defects in materials and workmanship, and to be fit and sufficient for their intended purpose.
- 12.2 Unless otherwise specified, all items shall be guaranteed for a minimum of 120 days against defects in material and workmanship. Should a defect occur during this period the Contractor will replace the item free of charge.
- 12.3 The exception shall be where it is shown that the defect was caused by misuse and not fault of manufacturer or shipper.
- 12.4 Individual discs in multi-part video or audio sets that become damaged and/or defective in the first 12 months after receipt date shall be replaced free of charge to the Library.

## EXHIBIT B PRICING

1

		Discount %
<b>1.1 Hardcover (includes adult, young adult and juvenile fiction, nonfiction and picture books)</b>		
Percentage discount from publisher's price	Trade	<u>45.60%</u>
Percentage discount from publisher's price	Non-trade	<u>10.00%</u>
<b>1.2 Trade paperback (fiction and nonfiction, adult and youth)</b>		
Percentage discount from publisher's price	Trade	<u>40.00%</u>
Percentage discount from publisher's price	Non-trade	<u>10.00%</u>
<b>1.3 Mass market paperback (fiction and nonfiction, adult and youth)</b>		
Percentage discount from publisher's price	Trade	<u>40.00%</u>
Percentage discount from publisher's price	Non-trade	<u>10.00%</u>
<b>1.4 Pre-bound (fiction and nonfiction, adult and youth)</b>		
Percentage discount from publisher's price	Trade	<u>40-45.6%</u>
Percentage discount from publisher's price	Non-trade	<u>10.00%</u>
<b>1.5 Reinforced editions (fiction and nonfiction, adult and youth)</b>		
Percentage discount from publisher's price	Trade	<u>45.60%</u>
Percentage discount from publisher's price	Non-trade	<u>10.00%</u>
Publishers library edition		23.0%
<b>1.6 Foreign language (fiction and nonfiction, adult and youth)</b>		
Percentage discount from publisher's price	Trade	<u>45.60%</u>
Percentage discount from publisher's price	Non-trade	<u>10.00%</u>
<b>1.7 Large print (fiction and nonfiction, adult and youth)</b>		
Percentage discount from publisher's price, hardcover	Trade	<u>45.60%</u>
Percentage discount from publisher's price, paper	Trade	<u>40.00%</u>
Percentage discount from publisher's price	Non-trade	<u>10.00%</u>
<b>1.8 Comics and graphic novels (adult and youth)</b>		
Percentage discount from publisher's price, hardcover	Trade	<u>45.60%</u>
Percentage discount from publisher's price, paper	Trade	<u>40.00%</u>
Percentage discount from publisher's price	Non-trade	<u>10.00%</u>
<b>1.9 Spanish language (fiction and nonfiction, adult and youth)</b>		
Percentage discount from publisher's price	Trade	<u>40-45.6%</u>

Percentage discount from publisher's price	Non-trade	<u>10.00%</u>
Continuations (titles for reference and circulation 1.10 and youth	collection, adult	
Percentage discount from publisher's price	Trade	<u>40-45.6%</u>
Percentage discount from publisher's price	Non-trade	<u>10.00%</u>
1.11 Encyclopedias (adult and youth print)		
Percentage discount from publisher's price	Trade	<u>No Bid</u>
Percentage discount from publisher's price	Non-trade	<u>No Bid</u>
1.12 Music compact discs		
Percentage discount from publisher's price	Trade	<u>No Bid</u>
Percentage discount from publisher's price	Non-trade	<u>No Bid</u>
1.13 Spoken word on compact disc, unabridged		
Percentage discount from publisher's price	Trade	<u>No Bid</u>
Percentage discount from publisher's price	Non-trade	<u>No Bid</u>
1.14 Spoken word on compact disc, abridged		
Percentage discount from publisher's price	Trade	<u>No Bid</u>
Percentage discount from publisher's price	Non-trade	<u>No Bid</u>
1.15 Single CD/DVD replacement disc		
	Discount	<u>No Bid</u>
	Cost	<u>No Bid</u>
1.16 Microcomputer software		
Percentage discount from publisher's price	Trade	<u>No Bid</u>
Percentage discount from publisher's price	Non-trade	<u>No Bid</u>
1.17 DVDs		
Percentage discount from publisher's price	Trade	<u>No Bid</u>
Percentage discount from publisher's price	Non-trade	<u>No Bid</u>
1.18 Electronic books		
Percentage discount from publisher's price	Trade	<u>5.00%</u>
Percentage discount from publisher's price	Non-trade	<u>5.00%</u>
1.19 Kits (mixed media and multi-part)		
Percentage discount from publisher's price	Trade	<u>40-45%</u>
Percentage discount from publisher's price	Non-trade	<u>10.00%</u>

1.20 MP3s

Percentage discount from publisher's price	Trade	<u>No Bid</u>
Percentage discount from publisher's price	Non-trade	<u>No Bid</u>

1.21 Video games

Percentage discount from publisher's price	Trade	<u>No Bid</u>
Percentage discount from publisher's price	Non-trade	<u>No Bid</u>

1.22 Lease plans

Provide literature that includes the kinds of materials you lease as well as plan descriptions and costs. **Yes/No**

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1.23 Standing order services

Provide literature that includes the kinds of materials you provide as continuations as well as discounts **Yes/No**

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1.24 Vendor to provide discounts for the following:

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING YOUTH TITLES:**

<u>Title</u>	<u>Author</u>	<u>ISBN</u>	
Current Controversies Chld Abuse	Almond, Lucinda	9780737724745	23%
Opposing Viewpoints Sexually Transmitted Diseases	Haerens, Margaret	9780737733341	0%
Oh My Goddess 7	Fujishima, Kosuke	9781593078508	40%
Blizzard of the Moon	Osborne, Mary P	9780375830389	40%
House of the Red Fish	Salisbury, Grah	9780440238386	40%
Teenage refugees from Iran speak out	Strazzabosco, Gina	9780823918454	10%
Critical Perspective on Globalization	Malaspina, Ann	9781404205376	10%
Cold War America 1946 to 1990	Gregory, Ross	816038686	10%
Cholera	Coleman, William	9780791073032	10%
All's well that ends well	Shakespeare, William	9780671722548	10% OSI

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING ADULT TITLES:**

<u>Title</u>	<u>Author</u>	<u>ISBN</u>	
Rifkind's challenge	Abbey, Lynn.	9780765352033	40%
The shining city	Forsyth, Kate	9780451460806	40%
Outer Dark	McCarthy, Cormac	9780679728733	40%
Dark voyage of the Mittie Stephens	Boggs, Johnny D.	786278056	0%
Your Ultimate Wedding Planning Guide	Buckley, Sean	9780470154465	40%
Reading Reflex	McGuinness, Carmen	9780684853673	40%

The man from her past	Adams, Anna.	9780373714353	40% OSI
Daring to Dream	Roberts, Nora	9780515118206	40%
T is for trespass	Grafton, Sue.	9780786296521	0%
Gone: an Alex Delaware novel	Kellerman, Jonathan.	9780739326046	45.8%

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING CD BOOKS:**

<u>Title</u>	<u>Author</u>	<u>ISBN</u>	
Diary of a Wimpy Kid	Kinney, Jeff	978-1-4281-8197-7	No Bid
Absolutely True Diary of a Part-Time Indian	Alexie, Sherman	978-1-4281-8297-4	No Bid
Duma Key	King, Stephen	743569741	No Bid
Shadow Music	Shadow Music	739357581	No Bid
Antony and Cleopatra	McCullough, Colleen	9780792752301	No Bid
Plum Lucky	Evanovich, Janet	9780792752264	No Bid
Blasphemy	Preston, Douglas	9780792752271	No Bid
The Book Thief	Zusak, Markus	978-0-7393-3800-1	No Bid
The Serpent's Tale	Franklin, Ariana	978-1-4159-4725-8	No Bid
Ramona The Brave	Cleary, Beverly	978-0-7393-5114-7	No Bid

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING MUSIC CDS:**

<u>Title</u>	<u>Artist</u>	<u>UPC</u>	
Till the sun turns black	LaMontagne, Ray	828768332825	No Bid
Stankonia	OutKast	730082807322	No Bid
Parachutes	Coldplay	67003016223	No Bid
A rush of blood to the head	Coldplay	724354050428	No Bid
Special forces	.38 Special	75021428027	No Bid
Love and theft	Dylan, Bob	696998597525	No Bid
Solid ground	Anderson, John	7863862322	No Bid
All the seasons of George Winston	Winston, George.	1934112662	No Bid
Suites 2 & 3; Flute concerto	Bach, Johann Sebastian	2894177152	No Bid
Cimento dell'armonia e dell'inventione.	Vivaldi, Antonio,	2894192142	No Bid

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING DVDS:**

<u>Title</u>	<u>Publisher</u>	<u>UPC</u>	
Inside the Living Body	National Geographic	727994752639	No Bid
Biography Carol Burnett	A & E	733981727883	No Bid
Drug Education for Teens: Alcohol & Alcoholism	Schlessinger Media	753201082138	No Bid
Austin Powers Goldmember	AOL Time Warner	794043607820	No Bid
Bleak House	Warner Home Video	794051233523	No Bid
Anthony Robbins: Financial Freedom	Midwest Tape	806807150036	No Bid
Cape Fear	Universal Home Video	783235046	No Bid
Little Miss Sunshine	20th Century Fox Home	24543403319	No Bid

For the Love of a Dog	Rivercoast	9786311561812	No Bid
Denise Austin: Boot Camp Total Body Blast	Lions Gate	9786310603797	No Bid

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING CONTINUATION SERVICES TITLES:**

<u>Title</u>	<u>Publisher</u>	<u>ISSN/ISBN</u>	
America's Top 101 Careers for College	JIST	9781593573188	40%
Arco Master the ASVAB	Thomas Peterson	9780768923218	40%
Barron's CLEP	Barron's Educational	1546-8704	40%
Book of the States	Council of State Governments	0068-0125	0%
Chapter 13 Bankruptcy	Nolo	1413305083	40%
College Blue Book	Macmillian	1082 7064	0%
Enc of Careers and Vocational Guidance	Ferguson	9780816070664	10%
Fodor's Arizona and the Grand Canyon	Fodor's Travel	1559-6230 1	40%
Merck Manual of Diagnosis and Therapy	Merck & Co	0076-6526	10%
Scholarships, Fellowships and Loans	Gale	1058-5699 1	0%
Statistical Abstract of the United States	Census Bureau	0081-4741	10%

**2. PROCESSING SERVICES (Unit is each)**

**2.1 BOOKS**

Mylar cover on dust cover	0.65
Dust cover taped on book	No Bid
Barcode, scannable (Supplied by vendor)	0.15
Barcode, eye-readable (Supplied by vendor)	0.15
Barcode, scannable (Supplied by library)	0.06
Barcode, eye-readable (Supplied by library)	0.06
Barcode protector, when applicable	0.17
Property label – Ingram standard	0.15
Cost of radio frequency identification tag supplied by vendor	0.90
Attachment of radio frequency identification tag (RFID)	0.10
Programming of RFID	0.15
3M security strip and attachment (Strips supplied by vendor)	0.35
Call number label	0.15
Label protector, when applicable	0.17
Branch label	0.15
Fully processed and shelf-ready	2.70
See proposal for components	

**2.2 MEDIA**

Replacement of original case:	
CD book	No Bid
Music CD	No Bid
DVD	No Bid
Removing wrappings and security	No Bid

Barcode, scannable	No Bid
Barcode, eye-readable	No Bid
Property label	No Bid
3M security strip with overlay	No Bid
Call number label	No Bid
7-day label	No Bid
Label protector, when applicable	No Bid
Radio frequency identification tag (RFID)	No Bid
Programming of RFID	No Bid
Cloth pockets for CDs, when applicable	No Bid
Fully processed and shelf-ready	No Bid

**2.3 CATALOGING SERVICES (unit is "each")**

CIP upgrades	2.00
Generic MARC: BookMARC record via FTP/ipage	0.00
Basic Dewey (DLC preferred)	No Bid
Local call numbers: standard linking, non-priority	2.25
Editing of existing records based on a bibliographic utility (customized MARC); dependent on specs	2.25+
Uploading holdings to OCLC	Included in linking fee
Original cataloging	9.00
Fully shelf-ready cataloging: standard, non-priority linking	2.25

**2.4 COLLECTION DEVELOPMENT SERVICES**

***Selection lists (forthcoming titles) – Standardized:***

Bibliographic information with brief annotations	0.00
Bibliographic information with full-text reviews	0.00

***Selection lists (forthcoming titles) – Customized:***

Bibliographic information with brief annotations	Will negotiate
Bibliographic information with full-text reviews	Will negotiate

***Special bibliographies – Standardized:***

Bibliographic information with brief annotations	0.00
Bibliographic information with full-text reviews	0.00

***Special bibliographies – Customized:***

Bibliographic information with brief annotations	Will negotiate
Bibliographic information with full-text reviews	Will negotiate

**2.5 PRE-BINDING SERVICES**

KlearKote or other equivalent clear plastic, permanently bonded	1.99
	4.85

Vinabind, DuraLam or equivalent: Heckman binding  
Text bound, Prebind or equivalent

No Bid

**2.6 DELIVERY**

How many calendar days will items be delivered?

60

**2.7 PROCUREMENT CARD PAYMENT CAPABILITY**

Yes, I will accept Procurement card.

Master or Visa

CITY OF CHANDLER GOODS/SERVICES AGREEMENT  
LIBRARY MATERIALS AND RELATED SERVICES  
AGREEMENT NO.: CS8-998-2596

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Brodart Co., a partnership, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATOR:**

**1.1. Contract Administrator.** CONTRACTOR shall act under the authority and approval of the Library Manager /designee (Contract Administrator), to provide the services required by this Agreement.

**1.2. Key Staff.** This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.

**1.3. Subcontracts.** CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

**2. SCOPE OF WORK:** CONTRACTOR shall provide Library Materials and related services all as more specifically set forth in the Scope of Work, labeled Exhibit A, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.

**2.1. Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

**2.2. 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.

**2.3. Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.

**2.4. Compliance With Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.

**2.5. Warranties.** Described in Attachment A

**3. ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.

**3.1. Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

**3.2. Audit.** At any time during the term of this Contract and five (5) years thereafter, the

CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.

4. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed sixty thousand dollars (\$60,000) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference. However CONTRACTOR is aware that more than one CONTRACTOR has been awarded a contract for library materials unprocessed. CITY'S projected budget for such services during the term of this Agreement is \$30,000 (per year for the two year agreement) and CONTRACTOR agrees that CITY may choose to order services from one or more other CONTRACTORS.
- 4.1. **TAXES.** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.
- 4.2. **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 completion of specified services and receipt of a correct invoice.
- 4.3. **Estimated Quantities.** The quantities shown on Exhibit B (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.
- 4.4. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 4.5. **Price Adjustment (Annual).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 4.6. **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 4.7. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.
5. **TERM:** The term of the Contract is two year (s), commencing on the 1<sup>st</sup> day of November, 2008 and terminating on October 31, 2010 unless sooner terminated in accordance with the provisions herein. CITY reserves the right, at its sole discretion, to extend the Contract for up to four additional terms of one year each.
6. **USE OF THIS CONTRACT:**
  - 6.1. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such

usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

**6.2. Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

**7. CITY'S CONTRACTUAL REMEDIES:**

**7.1. Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.

**7.2. Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

**7.3.** If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

**7.4. Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.

**7.5. Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.

**7.6. Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

**8. TERMINATION:**

**8.1 Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

**8.2 Termination for Cause:** City may, upon written notice, terminate this Agreement for CONTRACTOR'S failure to comply with the terms of this Agreement.

- 8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 8.7. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
- 9. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 10. ALTERNATE DISPUTE RESOLUTION:** Notwithstanding anything to the contrary provided elsewhere in the Contract documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive means for resolution of claims or disputes and other matters in question between CITY and CONTRACTOR arising out of, or relating to the Contract documents, interpretation of the Contract, or the performance or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision.
- 10.1 Notice:** CONTRACTOR shall submit written notice of any claim or dispute to the Contract Administrator within thirty (30) days of the occurrence, event or disputed response from CITY for

immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as they occur and not postponed until the end of the Contract nor lumped together with other pending claims.

- 10.2 Forfeiture:** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONTRACTOR'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONTRACTOR'S agreement and acceptance of CITY'S position.
- 10.3. CITY Response:** The Contract Administrator will provide to CONTRACTOR a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONTRACTOR'S written claim.
- 10.4. Appeal:** If CONTRACTOR disagrees with the response of the Contract Administrator, within fifteen days of the date of the response by the Contract Administrator, CONTRACTOR shall file with the Contract Administrator, written notice of appeal. The Contract Administrator shall provide copies of all relevant information concerning the Contract and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONTRACTOR within sixty (60) days from the date of CONTRACTOR'S written notice of appeal.
- 10.5. Arbitration:** If CONTRACTOR is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes. If CONTRACTOR chooses not to accept the decision of the Assistant Management Services Director, CONTRACTOR shall notify the Contract Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request for arbitration. The CONTRACTOR shall post a cash bond with the Arbitrator in the amount of \$5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph M, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.
  - A. Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONTRACTOR will select one arbitrator, and any other CONTRACTOR who has a contract with CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.
  - B. Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.
  - C. Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. No

discovery may be had of privileged materials or information. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator

- D. **Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.
- E. **Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Contract and the laws of the State of Arizona.
- F. **Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of \$500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of \$50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.
- G. **Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.
- H. **Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.
- I. **Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other contracts containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with CITY.
- J. **Appeal:** Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of \$100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Contract; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.
- K. **Uniform Arbitration Act:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501, et. seq.
- L. **Fees and Costs:** Each party shall bear its own fees and costs in connection with any informal hearing before the Assistant Management Services Director. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as

provided for herein. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.

- M. **Equitable Litigation:** Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.
- N. **Merger and Bar:** Any claim asserted pursuant to this ADR process shall be deemed to include all claims, demands, and requests for compensation for costs and losses or other relief, including the extension of Contract Time which reasonably should or could have been brought against any party that was or could have been brought into this ADR process. The Arbitration Panel shall apply legal principles commonly known as merger and bar to deny any claim or claims against any party regarding which claim or claims recovery has been sought or should have been sought in a previously adjudicated claim for an alleged cost, loss, breach, error, or omission.
- O. **Disputes of amounts greater than \$500,000:** Disputes for which the Arbitration Panel has determined to warrant an award in an amount greater than Five Hundred Thousand Dollars (\$500,000) to any one party, may be brought in the appropriate Court. A party must obtain such a determination from the Arbitration Panel prior to filing any legal action.
11. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. 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.

12. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Contract Library Manager  
Administrator:  
Contact: Brenda Brown  
Mailing Address: P.O. Box 4008 MS 601  
Physical Address: 22 S. Delaware St.  
City, State, Zip Chandler, AZ 85244-4008  
Phone: 480-782-2817  
FAX: 480-782-2723

In the case of the CONTRACTOR

Firm Name: Brodart Company  
Kathy Rehner  
Contact: ~~Tamara L. Patterson~~  
Address: 500 Arch Street  
City, State, Zip Williamsport, PA 17701  
Phone: 800-233-8467  
FAX: 800-999-6799

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

13. **CONFLICT OF INTEREST:**

- 13.1. **No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.
- 13.2. **Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 13.3. **No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

14. **GENERAL TERMS:**

- 14.1. **OWNERSHIP.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.
- 14.2. **Entire Agreement.** This Agreement, including Exhibits A and B attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives of each party.

- 14.3. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 14.4. **Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 14.5. **Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.
- 14.6. **Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 14.7. **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 14.8. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this day of 2008.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

\_\_\_\_\_  
MAYOR

By [Signature]  
\_\_\_\_\_  
Signature

ATTEST:

ATTEST: If Corporation

\_\_\_\_\_  
City Clerk

SEAL

\_\_\_\_\_  
Secretary

Approved as to form:

[Signature] City Attorney

## EXHIBIT A

### **Scope of Work**

Contractor shall provide library materials and related services in conformance with the following specifications:

#### **1. GENERAL SPECIFICATIONS**

- 1.1. Contractor shall have the capability of providing multiple formats of print materials for use in a public library setting. This includes but is not limited to books for adults and children in various bindings, large print materials, adult and juvenile Spanish language, comic and graphic novels, reference materials, continuations and serial publications excluding periodicals and journals and leased books.
- 1.2. Contractor shall provide various categories of print materials as required. Contractor shall respond to only those materials and services capable of being supplied by Contractor.
- 1.3. The contractor should also have the ability to provide selection lists and other collection development services.

#### **2. ORDERING AND INVENTORY SYSTEMS**

- 2.1. Contractor shall provide easy-to-use online access to the ordering and inventory information systems for all materials at no additional cost to the City. The Library's maximum number of user IDS at no additional cost shall be fifteen (15).
- 2.2. Contractor's inventory and information system must provide the ability to order multiple copies for one/all branches by identifying a title only once (grid ordering).
- 2.3. Contractor's inventory and information system must provide access via the 13-digit ISBN (EAN) for both forthcoming and previously published titles.
- 2.4. Contractor shall confirm order within 24 hours after receipt. Confirmation shall minimally include title, ISBN and quantity.
- 2.5. Contractor shall assist in getting system operational and provide a minimum of eight (8) hours of training on the system at no additional cost to the City, if requested.
- 2.6. Inventory shall be updated a minimum of once per week.
- 2.7. Contractor shall assist with the implementation of new releases and upgrades and provide a minimum of eight (8) hours of training on the system at no additional cost to the City, if requested.
- 2.8. Items needing to be ordered by the contractor from their supplier shall not be delayed due to small quantities.
- 2.9. Contractor shall cancel orders 60 days after order date except for prepub titles.
- 2.10. If book dust jackets are available, they are to be supplied on all ordered titles.
- 2.11. Contractor performing outsourced work online will be offered Virtual Private Networking (VPN) access to staff *cataloging* functions of the online system.

2.12. If during the terms of this contract the library converts to a different online library system, the Library shall notify the contractor a minimum of ninety (90) calendar days before the conversion is implemented. The contractor shall respond in writing within fourteen (14) calendar days of receipt of notification indicating:

- Whether or not it will continue to provide the services covered by this RFP at no additional cost.
- Shall inform the Library of any costs required for continuation of its services in accordance with the agreement, which costs shall be subject to negotiation, and shall justify those costs.
- Shall fully describe any services that it must terminate, modify or reduce in quality, timeliness, or other respects because of the conversion.
- Upon concurrence of the City and the Contractor regarding conversion costs, this concurrence shall be incorporated into an amendment to the Agreement.

### **3. CUSTOMER SUPPORT**

3.1. Contractors shall provide a toll-free telephone number for customer service.

3.2. The contractor shall specify what reports they can produce and provide examples of the reports as part of its proposal. In the case of online reports, specific instructions should accompany the example of the report.

### **4. DELIVERY**

4.1. Contractor's delivery of library materials shall be in accordance with instructions given by the Library at the time of account setup. Branch shipping is available for an additional charge.

4.2. Contractor's delivery times shall be:

- 90% of all in-stock items ordered with cataloging and processing must be delivered within 15 calendar days from date of order receipt date.
- In stock priority items must be delivered, cataloged and processed within five workdays from date of order receipt days.
- Items back ordered by Contractor from its supplier must be delivered, cataloged and processed within 60 calendar days from date of order receipt date.

4.3. Contractor shall advise the Library in writing with each order of any title not in stock, no longer in publication or publication postponed.

4.4. All shipments shall be clearly marked as inside delivery. Contractor must ensure this is communicated to the shipping carrier prior to shipment of the goods.

4.5. Items shall be packaged separately according to branch, account number and invoice. Multiple purchase order numbers may be combined in one package as long as the items included are all for the same account number and branch.

4.6. A packing slip must be box specific and included in the box prior to shipping.

4.7. Items shall be listed on packing slips in title order and include: type of binding, 13 digit ISBN, price, discount, extended price and customer purchase order number.

### **5. INVOICES**

5.1 Invoices shall list items supplied in alphabetical order by title.

- 5.2 List prices, percentage discount or monetary charge and net price of each item must be listed on the invoice.
- 5.3 Totals must be given that reference the account number and the purchase order number (where applicable).
- 5.4 Prompt payment information must appear on invoices.
- 5.5 Contractor shall supply all invoices in duplicate.
- 5.6 Contractor agrees that the invoice shall arrive within five (5) days after shipment of the materials. Payment terms shall be included with invoice.
- 6. FOB DESTINATION**
- 6.1. Prices shall be Free On Board Destination, Freight prepaid, INSIDE DELIVERY. Branch shipping is available for an additional charge.
- 7. TAXES**
- 7.1. Libraries in the state of Arizona are exempt from sales tax on the purchase of materials for use by the public. Arizona Revised Statutes 425159.A.12.
- 8. ORDER STATUS REPORT**
- 8.1. Contractor shall provide a status report with the first shipment of each order indicating the status of unfilled items. This information may be included on the invoice or the packing slip.
- 9. RETURNS**
- 9.1. Items received in damaged condition shall be returned to the contractor provided the contractor issues a call tag. The Library prefers replacement of the item.
- 9.2. Contractor shall provide a copy of return policy and credit memo procedures as part of this agreement.
- 10. FILL RATE**
- 10.1 Contractor's overall fill rate for all United States imprints and productions, for each year of the contract, must meet or exceed 85% of all items ordered. Failure to provide this percentage may result in contract default.
- 10.2 The Contractor will make every effort to maintain the following additional percentages:
- Contractor supplies through their in-stock inventory the delivery of 75% of each individual order in the first shipment. Line items that are reordered or back-ordered are not considered filled line items. Pre-publication titles are excluded from this calculation.
  - Contractor supplies 60% of all items not delivered in the first shipment within 30 days from original order receipt date. Line items that are reordered or back-ordered are not considered filled line items. Pre-publication titles are excluded from this calculation.
  - Contractor supplies 90% of all items not delivered in first shipment within 60 days from original order date. Line items that are reordered or back-ordered are not considered filled line items **and are then cancelled by the contractor**. Pre-publication titles are excluded from this calculation.

**11. MULTIPLE ACCOUNTS**

11.1 The Contractor shall have the capability of filling via separate branch, or other agencies, based on funding strings. An option to this is the capability of having a separate account for each branch cost center.

**12. WARRANTY (Contractor shall provide the following)**

12.1 The Contractor expressly warrants all items to be new, free from defects in materials and workmanship, and to be fit and sufficient for their intended purpose.

12.2 Unless otherwise specified, all items shall be guaranteed for a minimum of 120 days against defects in material and workmanship. Should a defect occur during this period the Contractor will replace the item free of charge.

12.3 The exception shall be where it is shown that the defect was caused by misuse and not fault of manufacturer or shipper.

**EXHIBIT B  
PRICING**

1

	Discount %
<b>1.1 Hardcover ( includes adult, young adult and juvenile fiction, nonfiction and picture books)</b>	
Percentage discount from publisher's price	Trade <u>45.50%</u>
Percentage discount from publisher's price	Non-trade <u>10.00%</u>
<b>1.2 Trade paperback (fiction and nonfiction, adult and youth)</b>	
Percentage discount from publisher's price	Trade <u>40.00%</u>
Percentage discount from publisher's price	Non-trade <u>10.00%</u>
<b>1.3 Mass market paperback (fiction and nonfiction, adult and youth)</b>	
Percentage discount from publisher's price	Trade <u>40.00%</u>
Percentage discount from publisher's price	Non-trade <u>10.00%</u>
	<u>40.00% + \$4.50</u>
<b>1.4 Pre-bound (fiction and nonfiction, adult and youth)</b>	
Percentage discount from publisher's price: Brodart bound	Trade <u>21%</u>
Percentage discount from publisher's price	Non-trade <u>21%</u>
Paperback plus Duralam	
<b>1.5 Reinforced editions (fiction and nonfiction, adult and youth)</b>	
Percentage discount from publisher's price	Trade <u>21.00%</u>
Percentage discount from publisher's price	Non-trade <u>21.00%</u>
<b>1.6 Foreign language (fiction and nonfiction, adult and youth)</b>	
Percentage discount from publisher's price	Trade _____
Percentage discount from publisher's price	Non-trade _____
<b>1.7 Large print (fiction and nonfiction, adult and youth)</b>	
	reinf. 21%
Percentage discount from publisher's price, hardcover	Trade <u>45.50%</u>
Percentage discount from publisher's price, paper	Trade <u>40.00%</u>
Percentage discount from publisher's price	Non-trade <u>10.00%</u>
<b>1.8 Comics and graphic novels (adult and youth)</b>	
	reinf. 21%
Percentage discount from publisher's price, hardcover	Trade <u>45.50%</u>
Percentage discount from publisher's price, paper	Trade <u>40.00%</u>
Percentage discount from publisher's price	Non-trade <u>10.00%</u>
<b>1.9 Spanish language (fiction and nonfiction, adult and youth)</b>	
	pbck 40%
	reinf. 21%
Percentage discount from publisher's price	Trade <u>45.50%</u>

Percentage discount from publisher's price	Non-trade	<u>10.00%</u>
1.10 Continuations (titles for reference and circulating collection, adult and youth)		
Percentage discount from publisher's price	Trade	<u>pbck 40%</u> <u>45.50%</u>
Percentage discount from publisher's price	Non-trade	<u>40.00%</u>
No discount titles at 10% plus \$3.95 service charge		
1.11 Encyclopedias (adult and youth print)		
Percentage discount from publisher's price	Trade	<u>No Bid</u>
Percentage discount from publisher's price	Non-trade	<u>No Bid</u>
1.12 Music compact discs		
Percentage discount from publisher's price	Trade	<u>No Bid</u>
Percentage discount from publisher's price	Non-trade	<u>No Bid</u>
1.13 Spoken word on compact disc, unabridged		
Percentage discount from publisher's price	Trade	<u>No Bid</u>
Percentage discount from publisher's price	Non-trade	<u>No Bid</u>
1.14 Spoken word on compact disc, abridged		
Percentage discount from publisher's price	Trade	<u>No Bid</u>
Percentage discount from publisher's price	Non-trade	<u>No Bid</u>
1.15 Single CD/DVD replacement disc		
	Discount	<u>_____</u>
	Cost	<u>_____</u>
1.16 Microcomputer software		
Percentage discount from publisher's price	Trade	<u>No Bid</u>
Percentage discount from publisher's price	Non-trade	<u>No Bid</u>
1.17 DVDs		
Percentage discount from publisher's price	Trade	<u>No Bid</u>
Percentage discount from publisher's price	Non-trade	<u>No Bid</u>
1.18 Electronic books		
Percentage discount from publisher's price	Trade	<u>No Bid</u>
Percentage discount from publisher's price	Non-trade	<u>No Bid</u>
1.19 Kits (mixed media and multi-part)		
Percentage discount from publisher's price	Trade	<u>No Bid</u>

Percentage discount from publisher's price

Non-trade No Bid

1.20 MP3s

Percentage discount from publisher's price  
Percentage discount from publisher's price

Trade No Bid  
Non-trade No Bid

1.21 Video games

Percentage discount from publisher's price  
Percentage discount from publisher's price

Trade No Bid  
Non-trade No Bid

1.22 Lease plans

Provide literature that includes the kinds of materials you lease as well as plan descriptions and costs. **Yes/No**

Yes

1.23 Standing order services

Provide literature that includes the kinds of materials you provide as continuations as well as discounts **Yes/No**

Yes

1.24 Vendor to provide discounts for the following:

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING YOUTH TITLES:**

<u>Title</u>	<u>Author</u>	<u>ISBN</u>
Current Controversies Child Abuse	Almond, Lucinda	9780737724745
Opposing Viewpoints Sexually Transmitted Diseases	Haerens, Margaret	9780737733341
Oh My Goddess 7	Fujishima, Kosuke	9781593078508
Blizzard of the Moon	Osborne, Mary P	9780375830389
House of the Red Fish	Salisbury, Grah	9780440238386
Teenage refugees from Iran speak out	Strazzabosco, Gina	9780823918454
Critical Perspective on Globalization	Malaspina, Ann	9781404205376
Cold War America 1946 to 1990	Gregory, Ross	816038686
Cholera	Coleman, William	9780791073032
All's well that ends well	Shakespeare, William	9780671722548

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING ADULT TITLES:**

<u>Title</u>	<u>Author</u>	<u>ISBN</u>
Rifkind's challenge	Abbey, Lynn.	9780765352033
The shining city	Forsyth, Kate	9780451460806
Outer Dark	McCarthy, Cormac	9780679728733
Dark voyage of the Mittie Stephens	Boggs, Johnny D.	786278056
Your Ultimate Wedding Planning Guide	Buckley, Sean	9780470154465
Reading Reflex	McGuinness, Carmen	9780684853673

The man from her past	Adams, Anna.	9780373714353
Daring to Dream	Roberts, Nora	9780515119206
T is for trespass	Grafton, Sue.	9780786296521
Gone :an Alex Delaware novel	Kellerman, Jonathan.	9780739326046

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING CD BOOKS:**

<u>Title</u>	<u>Author</u>	<u>ISBN</u>
Diary of a Wimpy Kid	Kinney, Jeff	978-1-4281-8197-7
Absolutely True Diary of a Part-Time Indian	Alexie, Sherman	978-1-4281-8297-4
Duma Key	King, Stephen	743569741
Shadow Music	Shadow Music	739357581
Antony and Cleopatra	McCullough, Colleen	9780792752301
Plum Lucky	Evanovich, Janet	9780792752264
Blasphemy	Preston, Douglas	9780792752271
The Book Thief	Zusak, Markus	978-0-7393-3800-1
The Serpent's Tale	Franklin, Ariana	978-1-4159-4725-8
Ramona The Brave	Cleary, Beverly	978-0-7393-5114-7

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING MUSIC CDS:**

<u>Title</u>	<u>Artist</u>	<u>UPC</u>
Till the sun turns black	LaMontagne, Ray	828768332825
Stankonia	OutKast	730082607322
Parachutes	Coldplay	67003016223
A rush of blood to the head	Coldplay	724354050428
Special forces	.38 Special	75021428027
Love and theft	Dylan, Bob	696998597525
Solid ground	Anderson, John	7863662322
All the seasons of George Winston	Winston, George.	1934112662
Suites 2 & 3 ; Flute concerto	Bach, Johann Sebastian	2894177152
Cimento dell'armonia e dell'inventione.	Vivaldi, Antonio,	2894192142

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING DVDS:**

<u>Title</u>	<u>Publisher</u>	<u>UPC</u>
Inside the Living Body	National Geographic	727994752639
Biography Carol Burnett	A & E	733961727883
Drug Education for Teens: Alcohol & Alcoholism	Schiessinger Media	753201082138
Austin Powers Goldmember	AOL Time Warner	794043607820
Bleak House	Warner Home Video	794051233523
Anthony Robbins: Financial Freedom	Midwest Tape	806807150036
Cape Fear	Universal Home Video	783235046
Little Miss Sunshine	20th Century Fox Home	24543403319

For the Love of a Dog	Rivercoast	9786311561812
Denise Austin: Boot Camp Total Body Blast	Lions Gate	9786310603797

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING CONTINUATION SERVICES TITLES:**

<u>Title</u>	<u>Publisher</u>	<u>ISSN/ISBN</u>
America's Top 101 Careers for College	JIST	9781593573188
Arco Master the ASVAB	Thomas Peterson	9780768923216
Barron's CLEP	Barron's Educational	1546-8704
Book of the States	Council of State Governments	0068-0125
Chapter 13 Bankruptcy	Nolo	1413305083
College Blue Book	Macmillian	1082 7064
Enc of Careers and Vocational Guidance	Ferguson	9780816070664
Fodor's Arizona and the Grand Canyon	Fodor's Travel	1559-6230 1
Merck Manual of Diagnosis and Therapy	Merck & Co	0076-6526
Scholarships, Fellowships and Loans	Gale	1058-5699 1
Statistical Abstract of the United States	Census Bureau	0081-4741

**2. PROCESSING SERVICES (Unit is each)**

**2.1 BOOKS**

Mylar cover on dust cover	0.60
Dust cover taped on book	0.65
Barcode, scannable (Supplied by vendor)	0.15
Barcode, eye-readable (Supplied by vendor)	0.15
Barcode, scannable (Supplied by library)	0.10
Barcode, eye-readable (Supplied by library)	0.10
Barcode protector, when applicable	0.15
Property label	0.15
Cost of radio frequency identification tag supplied by vendor	0.95
Attachment of radio frequency identification tag (RFID)	0.20
Programming of RFID	0.35
3M security strip and attachment (Strips supplied by vendor)	0.45
Call number label	0.15
Label protector, when applicable	0.15
Branch label	0.15
Fully processed and shelf-ready	5.25
Includes above items, linking and all levels of cataloging.	

**2.2 MEDIA**

Replacement of original case:	
CD book	No Bid
Music CD	No Bid
DVD	No Bid
Removing wrappings and security	No Bid
Barcode, scannable	No Bid

Barcode, eye-readable	<u>No Bid</u>
Property label	<u>No Bid</u>
3M security strip with overlay	<u>No Bid</u>
Call number label	<u>No Bid</u>
7-day label	<u>No Bid</u>
Label protector, when applicable	<u>No Bid</u>
Radio frequency identification tag (RFID)	<u>No Bid</u>
Programming of RFID	<u>No Bid</u>
Cloth pockets for CDs, when applicable	<u>No Bid</u>
Fully processed and shelf-ready	<u>No Bid</u>

**2.3 CATALOGING SERVICES (unit is "each")**

Avail.

CIP upgrades	<u>*</u>
Generic MARC:	<u>0.25</u>
Basic Dewey (DLC preferred)	<u>*</u>
Local call numbers	<u>*</u>
Editing of existing records based on a utility (customized MARC)	<u>bibliographic *</u>
Uploading holdings to OCLC	<u>*</u>
Original cataloging	<u>*</u>
Fully shelf-ready cataloging	<u>5.25 **</u>

\*\* Includes processing components, linking and all levels of cataloging.

**2.4 COLLECTION DEVELOPMENT SERVICES**

***Selection lists (forthcoming titles) – Standardized:***

Bibliographic information with brief annotations	<u>*</u>
Bibliographic information with full-text reviews	<u>*</u>

***Selection lists (forthcoming titles) – Customized:***

Bibliographic information with brief annotations	<u>*</u>
Bibliographic information with full-text reviews	<u>*</u>

***Special bibliographies – Standardized:***

Bibliographic information with brief annotations	<u>*</u>
Bibliographic information with full-text reviews	<u>*</u>

***Special bibliographies – Customized:***

Bibliographic information with brief annotations	<u>*</u>
Bibliographic information with full-text reviews	<u>*</u>

\* Prices range from free to \$90.00 per month

**2.5 PRE-BINDING SERVICES**

Avail.

KlearKote or other equivalent clear plastic, permanently bonded	<u>2.00</u>
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Vinabind, DuraLam or equivalent  
Text bound, Prebind or equivalent

4.50  
No Bid

**2.6 DELIVERY**

How many calendar days will items be delivered?

<60

**2.7 PROCUREMENT CARD PAYMENT CAPABILITY**

Yes, I will accept Procurement card.

X  
\_\_\_\_\_

CITY OF CHANDLER GOODS/SERVICES AGREEMENT  
LIBRARY MATERIALS AND RELATED SERVICES  
AGREEMENT NO.: CS8-998-2596

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Marshall Cavendish, a Corporation of the State of Delaware, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATOR:**

**1.1. Contract Administrator.** CONTRACTOR shall act under the authority and approval of the Library Manager /designee (Contract Administrator), to provide the services required by this Agreement.

**1.2. Key Staff.** This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.

**1.3. Subcontracts.** CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

**2. SCOPE OF WORK:** CONTRACTOR shall provide Library Materials and related services all as more specifically set forth in the Scope of Work, labeled Exhibit A, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.

**2.1. Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

**2.2. 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.

**2.3. Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.

**2.4. Compliance With Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.

**2.5. Warranties.** Described in Attachment A

**3. ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.

**3.1. Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

**3.2. Audit.** At any time during the term of this Contract and five (5) years thereafter, the

CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.

4. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed thirty thousand dollars (\$30,000) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference. However CONTRACTOR is aware that more than one CONTRACTOR has been awarded a contract for library materials unprocessed. CITY'S projected budget for such services during the term of this Agreement is fifteen thousand (\$15,000) per year for the two year agreement and CONTRACTOR agrees that CITY may choose to order services from one or more other CONTRACTORS.
- 4.1. **TAXES.** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.
- 4.2. **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 completion of specified services and receipt of a correct invoice.
- 4.3. **Estimated Quantities.** The quantities shown on Exhibit B (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.
- 4.4. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 4.5. **Price Adjustment (Annual).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 4.6. **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 4.7. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.
5. **TERM:** The term of the Contract is two year (s), commencing on the 1<sup>st</sup> day of November, 2008 and terminating on October 31, 2010 unless sooner terminated in accordance with the provisions herein. CITY reserves the right, at its sole discretion, to extend the Contract for up to four additional terms of one year each.
6. **USE OF THIS CONTRACT:**
- 6.1. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such

usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

- 6.2. Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

**7. CITY'S CONTRACTUAL REMEDIES:**

- 7.1. Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.

- 7.2. Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

- 7.3.** If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

- 7.4. Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.

- 7.5. Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.

- 7.6. Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

**8. TERMINATION:**

- 8.1 Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

- 8.2 Termination for Cause:** City may, upon written notice, terminate this Agreement for CONTRACTOR'S failure to comply with the terms of this Agreement.

- 8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 8.7. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
- 9. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 10. ALTERNATE DISPUTE RESOLUTION:** Notwithstanding anything to the contrary provided elsewhere in the Contract documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive means for resolution of claims or disputes and other matters in question between CITY and CONTRACTOR arising out of, or relating to the Contract documents, interpretation of the Contract, or the performance or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision.
- 10.1 Notice:** CONTRACTOR shall submit written notice of any claim or dispute to the Contract Administrator within thirty (30) days of the occurrence, event or disputed response from CITY for

immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as they occur and not postponed until the end of the Contract nor lumped together with other pending claims.

- 10.2 Forfeiture:** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONTRACTOR'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONTRACTOR'S agreement and acceptance of CITY'S position.
- 10.3. CITY Response:** The Contract Administrator will provide to CONTRACTOR a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONTRACTOR'S written claim.
- 10.4. Appeal:** If CONTRACTOR disagrees with the response of the Contract Administrator, within fifteen days of the date of the response by the Contract Administrator, CONTRACTOR shall file with the Contract Administrator, written notice of appeal. The Contract Administrator shall provide copies of all relevant information concerning the Contract and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONTRACTOR within sixty (60) days from the date of CONTRACTOR'S written notice of appeal.
- 10.5. Arbitration:** If CONTRACTOR is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes. If CONTRACTOR chooses not to accept the decision of the Assistant Management Services Director, CONTRACTOR shall notify the Contract Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request for arbitration. The CONTRACTOR shall post a cash bond with the Arbitrator in the amount of \$5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph M, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.
- A. Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONTRACTOR will select one arbitrator, and any other CONTRACTOR who has a contract with CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.
- B. Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.
- C. Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. No

discovery may be had of privileged materials or information. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator.

- D. **Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.
- E. **Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Contract and the laws of the State of Arizona.
- F. **Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of \$500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of \$50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.
- G. **Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.
- H. **Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.
- I. **Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other contracts containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with CITY.
- J. **Appeal:** Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of \$100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Contract; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.
- K. **Uniform Arbitration Act:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501, et. seq.
- L. **Fees and Costs:** Each party shall bear its own fees and costs in connection with any informal hearing before the Assistant Management Services Director. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as

provided for herein. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.

- M. **Equitable Litigation:** Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.
- N. **Merger and Bar:** Any claim asserted pursuant to this ADR process shall be deemed to include all claims, demands, and requests for compensation for costs and losses or other relief, including the extension of Contract Time which reasonably should or could have been brought against any party that was or could have been brought into this ADR process. The Arbitration Panel shall apply legal principles commonly known as merger and bar to deny any claim or claims against any party regarding which claim or claims recovery has been sought or should have been sought in a previously adjudicated claim for an alleged cost, loss, breach, error or omission.
- O. **Disputes of amounts greater than \$500,000:** Disputes for which the Arbitration Panel has determined to warrant an award in an amount greater than Five Hundred Thousand Dollars (\$500,000) to any one party, may be brought in the appropriate Court. A party must obtain such a determination from the Arbitration Panel prior to filing any legal action.
- 11. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. 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.

12. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Contract Library Manager  
Administrator:  
Contact: Brenda Brown  
Mailing Address: P.O. Box 4008 MS 601  
Physical Address: 22 S. Delaware St.  
City, State, Zip Chandler, AZ 85244-4008  
Phone: 480-782-2817  
FAX: 480-782-2723

In the case of the CONTRACTOR

Firm Name: Marshall Cavendish

Contact: Walter Harvey  
Address: 99 White Plains Rd.  
City, State, Zip Terrytown NY 10591  
Phone: 914-332-8888  
FAX: 914-332-1888

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

13. **CONFLICT OF INTEREST:**

- 13.1. **No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.
- 13.2. **Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 13.3. **No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

14. **GENERAL TERMS:**

- 14.1. **OWNERSHIP.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.
- 14.2. **Entire Agreement.** This Agreement, including Exhibits A and B attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

- 14.3. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 14.4. **Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 14.5. **Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.
- 14.6. **Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 14.7. **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 14.8. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this day of \_\_\_\_\_ 2008.

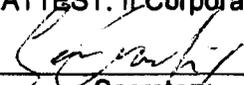
FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

\_\_\_\_\_  
MAYOR

By:   
Signature

ATTEST:  
\_\_\_\_\_  
City Clerk

SEAL ATTEST: If Corporation  
  
Secretary

Approved as to form:  
\_\_\_\_\_  
 City Attorney

**EXHIBIT A**  
**Scope of Work**

Contractor shall provide library materials and related services in conformance with the following specifications:

**1. GENERAL SPECIFICATIONS**

- 1.1. Contractor shall have the capability of providing multiple formats of print and nonprint materials for use in a public library setting. This includes but is not limited to books for adults and children in various bindings, large print materials, adult and juvenile foreign language materials, comic and graphic novels, DVDs, audio books on CD, multi-media kits, music compact discs, MP3s, video games, Ebooks, reference materials, encyclopedias, continuations and serial publications excluding periodicals and journals.
- 1.2. Contractor shall provide Marshall Cavendish publications and Spanish language. Contractor shall respond to only those materials and services capable of being supplied by Contractor.
- 1.3. The contractor should also have the ability to provide selection lists and other collection development services.

**2. ORDERING AND INVENTORY SYSTEMS**

- 2.1. Contractor shall provide easy-to-use online access to the ordering and inventory information systems for all materials at no additional cost to the City. The Library's maximum number of user IDS at no additional cost shall be fifteen (15)
- 2.2. Contractor's inventory and information system must provide the ability to order multiple copies for one/all branches by identifying a title only once (grid ordering).
- 2.3. Contractor's inventory and information system must provide access via the 13-digit ISBN (EAN) for both forthcoming and previously published titles.
- 2.4. Contractor shall confirm order within 24 hours after receipt. Confirmation shall minimally include title, ISBN and quantity.
- 2.5. Contractor shall assist in getting system operational and provide a minimum of eight (8) hours of training on the system at no additional cost to the City, if requested.
- 2.6. Inventory shall be updated a minimum of once per week.
- 2.7. Contractor shall assist with the implementation of new releases and upgrades and provide a minimum of eight (8) hours of training on the system at no additional cost to the City, if requested.
- 2.8. Items needing to be ordered by the contractor from their supplier shall not be delayed due to small quantities.
- 2.9. Contractor shall cancel orders 60 days after order date except for pre-pub titles.
- 2.10. If book dust jackets are available, they are to be supplied on all ordered titles.
- 2.11. Contractor performing outsourced work online will be offered Virtual Private Networking (VPN) access to staff *cataloging* functions of the online system.
- 2.12. If during the terms of this contract the library converts to a different online library system, the Library shall notify the contractor a minimum of ninety (90) calendar days before the conversion is implemented. The contractor shall respond in writing within fourteen (14) calendar days of

receipt of notification indicating:

- Whether or not it will continue to provide the services covered by this RFP at no additional cost.
- Shall inform the Library of any costs required for continuation of its services in accordance with the agreement, which costs shall be subject to negotiation, and shall justify those costs.
- Shall fully describe any services that it must terminate, modify or reduce in quality, timeliness, or other respects because of the conversion.
- Upon concurrence of the City and the Contractor regarding conversion costs, this concurrence shall be incorporated into an amendment to the Agreement.

### **3. CUSTOMER SUPPORT**

- 3.1. Contractors shall provide a toll-free telephone number for customer service.
- 3.2. The contractor shall specify what reports they can produce and provide examples of the reports as part of its proposal. In the case of online reports, specific instructions should accompany the example of the report.

### **4. DELIVERY**

- 4.1. Contractor's delivery of library materials shall be in accordance with instructions given by the Library at the time of account setup.
- 4.2. Contractor's delivery times shall be:
  - 90% of all in-stock items ordered with cataloging and processing must be delivered within 15 calendar days from date of order receipt date.
  - In stock priority items must be delivered, cataloged and processed within five workdays from date of order receipt days.
  - Items back ordered by Contractor from its supplier must be delivered, cataloged and processed within 60 calendar days from date of order receipt date.
- 4.3. Contractor shall advise the Library in writing with each order of any title not in stock, no longer in publication or publication postponed.
- 4.4. All shipments shall be clearly marked as inside delivery. Contractor must ensure this is communicated to the shipping carrier prior to shipment of the goods.
- 4.5. Items shall be packaged separately according to branch, account number and invoice. Multiple purchase order numbers may be combined in one package as long as the items included are all for the same account number and branch.
- 4.6. A packing slip must be box specific and included in the box prior to shipping.
- 4.7. Items shall be listed on packing slips in title order and include: type of binding, 13 digit ISBN, price, discount, extended price and customer purchase order number.

### **5. INVOICES**

- 5.1 Invoices shall list items supplied in alphabetical order by title.
- 5.2 List prices, percentage discount or monetary charge and net price of each item must be listed on the invoice.

- 5.3 Totals must be given that reference the account number and the purchase order number (where applicable).
- 5.4 Prompt payment information must appear on invoices.
- 5.5 Contractor shall supply all invoices in duplicate.
- 5.6 Contractor agrees that the invoice shall arrive within five (5) days after shipment of the materials. Payment terms shall be included with invoice.

## **6. FOB DESTINATION**

- 6.1. Prices shall be Free On Board Destination, Freight prepaid, INSIDE DELIVERY.

## **7. TAXES**

- 7.1. Libraries in the state of Arizona are exempt from sales tax on the purchase of materials for use by the public. Arizona Revised Statutes 425159.A.12.

## **8. ORDER STATUS REPORT**

- 8.1. Contractor shall provide a status report with the first shipment of each order indicating the status of unfilled items. This information may be included on the invoice or the packing slip.

## **9. RETURNS**

- 9.1. Items received in damaged condition shall be returned to the contractor provided the contractor issues a call tag. The Library prefers replacement of the item.
- 9.2. Contractor shall provide a copy of return policy and credit memo procedures as part of this agreement.

## **10. FILL RATE**

- 10.1 Contractor's overall fill rate for all United States imprints and productions, for each year of the contract, must meet or exceed 85% of all items ordered. Failure to provide this percentage may result in contract default.
- 10.2 The Contractor will make every effort to maintain the following additional percentages:
  - Contractor supplies through their in-stock inventory the delivery of 75% of each individual order in the first shipment. Line items that are reordered or back-ordered are not considered filled line items. Pre-publication titles are excluded from this calculation.
  - Contractor supplies 60% of all items not delivered in the first shipment within 30 days from original order receipt date. Line items that are reordered or back-ordered are not considered filled line items. Pre-publication titles are excluded from this calculation.
  - Contractor supplies 90% of all items not delivered in first shipment within 60 days from original order date. Line items that are reordered or back-ordered are not considered filled line items and are then cancelled by the contractor. Pre-publication titles are excluded from this calculation.

## **11. MULTIPLE ACCOUNTS**

- 11.1 The Contractor shall have the capability of filling via separate branch, or other agencies, based on funding strings. An option to this is the capability of having a separate account for each branch cost center.

## **12. WARRANTY (Contractor shall provide the following)**

- 12.1 The Contractor expressly warrants all items to be new, free from defects in materials and workmanship, and to be fit and sufficient for their intended purpose.
- 12.2 Unless otherwise specified, all items shall be guaranteed for a minimum of 120 days against defects in material and workmanship. Should a defect occur during this period the Contractor will replace the item free of charge.
- 12.3 The exception shall be where it is shown that the defect was caused by misuse and not fault of manufacturer or shipper.
- 12.4 Individual discs in multi-part video or audio sets that become damaged and/or defective in the first 12 months after receipt date shall be replaced free of charge to the Library.

**EXHIBIT B  
PRICING**

1

1.1

Hardcover (includes adult, young adult and juvenile fiction, nonfiction and picture books)

Percentage discount from publisher's price	Trade	_____
Percentage discount from publisher's price	Non-trade	<u>30.00%</u>
As already reflected in catalog		

1.2 Trade paperback (fiction and nonfiction, adult and youth)

Percentage discount from publisher's price	Trade	_____
Percentage discount from publisher's price	Non-trade	_____

1.3 Mass market paperback (fiction and nonfiction, adult and youth)

Percentage discount from publisher's price	Trade	_____
Percentage discount from publisher's price	Non-trade	_____

1.4 Pre-bound (fiction and nonfiction, adult and youth)

Percentage discount from publisher's price	Trade	_____
Percentage discount from publisher's price	Non-trade	_____

1.5 Reinforced editions (fiction and nonfiction, adult and youth)

Percentage discount from publisher's price	Trade	_____
Percentage discount from publisher's price	Non-trade	<u>30.00%</u>
As already reflected in catalog		

1.6 Foreign language (fiction and nonfiction, adult and youth)

Percentage discount from publisher's price	Trade	_____
Percentage discount from publisher's price	Non-trade	_____

1.7 Large print (fiction and nonfiction, adult and youth)

Percentage discount from publisher's price, hardcover	Trade	_____
Percentage discount from publisher's price, paper	Trade	_____
Percentage discount from publisher's price	Non-trade	_____

1.8 Comics and graphic novels (adult and youth)

Percentage discount from publisher's price, hardcover	Trade	_____
Percentage discount from publisher's price, paper	Trade	_____
Percentage discount from publisher's price	Non-trade	_____

1.9 Spanish language (fiction and nonfiction, adult and youth)

Percentage discount from publisher's price	Trade	<u>          </u>
Percentage discount from publisher's price	Non-trade	<u>30.00%</u>
As already reflected in catalog		
Continuations (titles for reference and circulation 1.10 and youth	collection, adult	
Percentage discount from publisher's price	Trade	<u>          </u>
Percentage discount from publisher's price	Non-trade	<u>          </u>
1.11 Encyclopedias (adult and youth print)		
Percentage discount from publisher's price	Trade	<u>          </u>
Percentage discount from publisher's price	Non-trade	<u>          </u>
1.12 Music compact discs		
Percentage discount from publisher's price	Trade	<u>          </u>
Percentage discount from publisher's price	Non-trade	<u>          </u>
1.13 Spoken word on compact disc, unabridged		
Percentage discount from publisher's price	Trade	<u>          </u>
Percentage discount from publisher's price	Non-trade	<u>          </u>
1.14 Spoken word on compact disc, abridged		
Percentage discount from publisher's price	Trade	<u>          </u>
Percentage discount from publisher's price	Non-trade	<u>          </u>
1.15 Single CD/DVD replacement disc		
	Discount	<u>          </u>
	Cost	<u>          </u>
1.16 Microcomputer software		
Percentage discount from publisher's price	Trade	<u>          </u>
Percentage discount from publisher's price	Non-trade	<u>          </u>
1.17 DVDs		
Percentage discount from publisher's price	Trade	<u>          </u>
Percentage discount from publisher's price	Non-trade	<u>          </u>
1.18 Electronic books		
Percentage discount from publisher's price	Trade	<u>          </u>
Percentage discount from publisher's price	Non-trade	<u>          </u>
1.19 Kits (mixed media and multi-part)		

Percentage discount from publisher's price Trade \_\_\_\_\_  
 Percentage discount from publisher's price Non-trade \_\_\_\_\_

1.20 MP3s

Percentage discount from publisher's price Trade \_\_\_\_\_  
 Percentage discount from publisher's price Non-trade \_\_\_\_\_

1.21 Video games

Percentage discount from publisher's price Trade \_\_\_\_\_  
 Percentage discount from publisher's price Non-trade \_\_\_\_\_

1.22 Lease plans

Provide literature that includes the kinds of materials you lease as well as plan descriptions and costs. **Yes/No** \_\_\_\_\_

1.23 Standing order services

Provide literature that includes the kinds of materials you provide as continuations as well as discounts **Yes/No** \_\_\_\_\_

1.24 Vendor to provide discounts for the following:

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING YOUTH TITLES:**

<u>Title</u>	<u>Author</u>	<u>ISBN</u>
Current Controversies Child Abuse	Almond, Lucinda	9780737724745
Opposing Viewpoints Sexually Transmitted Diseases	Haerens, Margaret	9780737733341
Oh My Goddess 7	Fujishima, Kosuke	9781593078508
Blizzard of the Moon	Osborne, Mary P	9780375830389
House of the Red Fish	Salisbury, Grah	9780440238386
Teenage refugees from Iran speak out	Strazzabosco, Gina	9780823918454
Critical Perspective on Globalization	Malaspina, Ann	9781404205376
Cold War America 1946 to 1990	Gregory, Ross	816038686
Cholera	Coleman, William	9780791073032
All's well that ends well	Shakespeare, William	9780671722548

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING ADULT TITLES:**

<u>Title</u>	<u>Author</u>	<u>ISBN</u>
Rifkind's challenge	Abbey, Lynn.	9780765352033
The shining city	Forsyth, Kate	9780451460806
Outer Dark	McCarthy, Cormac	9780679728733
Dark voyage of the Mittie Stephens	Boggs, Johnny D.	786278056

Your Ultimate Wedding Planning Guide	Buckley, Sean	9780470154465
Reading Reflex	McGuinness, Carmen	9780684853673
The man from her past	Adams, Anna.	9780373714353
Daring to Dream	Roberts, Nora	9780515119206
T is for trespass	Grafton, Sue.	9780786296521
Gone: an Alex Delaware novel	Kelleman, Jonathan.	9780739326046

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING CD BOOKS:**

<u>Title</u>	<u>Author</u>	<u>ISBN</u>
Diary of a Wimpy Kid	Kinney, Jeff	978-1-4281-8197-7
Absolutely True Diary of a Part-Time Indian	Alexie, Sherman	978-1-4281-8297-4
Duma Key	King, Stephen	743569741
Shadow Music	Shadow Music	739357581
Antony and Cleopatra	McCullough, Colleen	9780792752301
Plum Lucky	Evanovich, Janet	9780792752264
Blasphemy	Preston, Douglas	9780792752271
The Book Thief	Zusak, Markus	978-0-7393-3800-1
The Serpent's Tale	Franklin, Ariana	978-1-4159-4725-8
Ramona The Brave	Cleary, Beverly	978-0-7393-5114-7

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING MUSIC CDS:**

<u>Title</u>	<u>Artist</u>	<u>UPC</u>
Till the sun turns black	LaMontagne, Ray	828768332825
Stankonia	OutKast	730082607322
Parachutes	Coldplay	67003016223
A rush of blood to the head	Coldplay	724354050428
Special forces	.38 Special	75021428027
Love and theft	Dylan, Bob	696998597525
Solid ground	Anderson, John	7863662322
All the seasons of George Winston	Winston, George.	1934112662
Suites 2 & 3; Flute concerto	Bach, Johann Sebastian	2894177152
Cimento dell'armonia e dell'inventione.	Vivaldi, Antonio,	2894192142

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING DVDS:**

<u>Title</u>	<u>Publisher</u>	<u>UPC</u>
Inside the Living Body	National Geographic	727994752639
Biography Carol Burnett	A & E	733961727883
Drug Education for Teens: Alcohol & Alcoholism	Schlessinger Media	753201082138
Austin Powers Goldmember	AOL Time Warner	794043607820
Bleak House	Warner Home Video	794051233523
Anthony Robbins: Financial Freedom	Midwest Tape	806807150036

Cape Fear	Universal Home Video	783235046
Little Miss Sunshine	20th Century Fox Home	24543403319
For the Love of a Dog	Rivercoast	9786311561812
Denise Austin: Boot Camp Total Body Blast	Lions Gate	9786310603797

**VENDOR TO PROVIDE DISCOUNTS FOR THE FOLLOWING CONTINUATION SERVICES TITLES:**

<u>Title</u>	<u>Publisher</u>	<u>ISSN/ISBN</u>
America's Top 101 Careers for College	JIST	9781593573188
Arco Master the ASVAB	Thomas Peterson	9780768923216
Barron's CLEP	Barron's Educational	1546-8704
Book of the States	Council of State Governments	0068-0125
Chapter 13 Bankruptcy	Nolo	1413305083
College Blue Book	Macmillian	1082 7064
Enc of Careers and Vocational Guidance	Ferguson	9780816070664
Fodor's Arizona and the Grand Canyon	Fodor's Travel	1559-6230 1
Merck Manual of Diagnosis and Therapy	Merck & Co	0076-6526
Scholarships, Fellowships and Loans	Gale	1058-5699 1
Statistical Abstract of the United States	Census Bureau	0081-4741

**2. PROCESSING SERVICES (Unit is each)**

**2.1 BOOKS**

	Cost
Mylar cover on dust cover	
Dust cover taped on book	
Barcode, scannable (Supplied by vendor)	0.20
Barcode, eye-readable (Supplied by vendor)	0.20
Barcode, scannable (Supplied by library)	0.20
Barcode, eye-readable (Supplied by library)	0.20
Barcode protector, when applicable	inc.
Property label	
Cost of radio frequency identification tag supplied by vendor	
Attachment of radio frequency identification tag (RFID)	
Programming of RFID	
	.30 unattached
3M security strip and attachment (Strips supplied by vendor)	0.40 attached
Call number label	
Label protector, when applicable	
Branch label	
Fully processed and shelf-ready	1.50

**2.2 MEDIA**

Replacement of original case:

CD book	_____
Music CD	_____
DVD	_____
Removing wrappings and security	_____
Barcode, scannable	_____
Barcode, eye-readable	_____
Property label	_____
3M security strip with overlay	_____
Call number label	_____
7-day label	_____
Label protector, when applicable	_____
Radio frequency identification tag (RFID)	_____
Programming of RFID	_____
Cloth pockets for CDs, when applicable	_____
Fully processed and shelf-ready	_____

**2.3 CATALOGING SERVICES (unit is "each")**

Cost

CIP upgrades	_____
Generic MARC:	_____
Basic Dewey (DLC preferred)	_____
Local call numbers	_____
Editing of existing records based on a bibliographic utility (customized MARC)	_____
Uploading holdings to OCLC	_____
Original cataloging	_____
Fully shelf-ready cataloging	_____

\$13.00/order

**2.4 COLLECTION DEVELOPMENT SERVICES**

***Selection lists (forthcoming titles) – Standardized:***

Bibliographic information with brief annotations	_____
Bibliographic information with full-text reviews	_____

***Selection lists (forthcoming titles) – Customized:***

Bibliographic information with brief annotations	_____
Bibliographic information with full-text reviews	_____

***Special bibliographies – Standardized:***

Bibliographic information with brief annotations	_____
Bibliographic information with full-text reviews	_____

***Special bibliographies – Customized:***

Bibliographic information with brief annotations	_____
Bibliographic information with full-text reviews	_____

**2.5 PRE-BINDING SERVICES**

Cost

KlearKote or other equivalent clear plastic, permanently bonded  
Vinabind, DuraLam or equivalent  
Text bound, Prebind or equivalent

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**2.6 DELIVERY**

How many calendar days will items be delivered?

<15

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**2.7 PROCUREMENT CARD PAYMENT CAPABILITY**

Yes, I will accept Procurement card.

X

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