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AGREEMENT FOR  
LIBRARY PRINT MATERIALS

City of Glendale Solicitation No. RFP 17-06

This Agreement for Library Print Materials ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Brodart Co., a Pennsylvania partnership, (the "Contractor"), as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 17-06 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

**1. Key Personnel; Sub-contractors.**

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

- 1.2 Project Team.

- a. Project Manager.

- (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
    - (2) The City must approve the designated Project Manager; and
    - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

- b. Project Team.

- (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

- c. Discharge, Reassign, Replacement.

- (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
  - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
  - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
  - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$3,154,430 for the entire term, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. **Billings and Payment.**

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
  - (1) Completed work generated by Contractor and its Sub-contractors; and
  - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

- 8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
  - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
  - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
  - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
  - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
  - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
  - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
  - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
  - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
  - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
  - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
  - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
  - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
  - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

#### 8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

#### 8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
  - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
  - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 **Representatives.**

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Brodart Co.  
c/o Lisa Miosi, Director, Customer Care  
500 Arch Street  
Williamsport, Pennsylvania 17701  
(800) 233-8467  
bids@brodart.com

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale  
c/o Mike Beck, Chief Librarian  
5959 West Brown Street  
Glendale, Arizona 85302  
623-930-3546

With required copy to:

City Manager  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

City Attorney  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

14. **Entire Agreement; Survival; Counterparts; Signatures.**

- 14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

- 14.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.



c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

14.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. **Term**. The term of this Agreement commences upon the effective date and continues for a two (2)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional three (3) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

16. **Dispute Resolution**. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. **Exhibits**. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A      Project

Exhibit B      Compensation

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,  
an Arizona municipal corporation

\_\_\_\_\_  
By: Kevin R. Phelps  
Its: City Manager

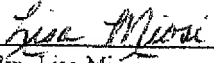
ATTEST:

\_\_\_\_\_  
Julie K. Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

Brodart Co.,  
a Pennsylvania partnership

  
\_\_\_\_\_  
By: Lisa Miosi  
Its: Director, Customer Care

**EXHIBIT A**  
**RFP 17-06 LIBRARY PRINT MATERIALS**  
**PROJECT**

1. Contractor shall provide all formats of print materials as stated in Section 1.4 Scope of Work of RFP 17-06 and consistent with contractor's response to the RFP. RFP 17-06 and the Contractor's response are attached and considered a part of this contract.

1.1. Contractor will provide print materials

1.1.1. The Offeror shall deliver all formats of print materials for use in a public library setting. This includes, but is not limited to, books for adults, teens and children in all binding formats, best-selling titles, fiction and non-fiction titles covering all subjects and genres, large print materials, leased and subscription materials for adults and teens, adult and youth foreign language materials, youth picture and board books, beginning readers and chapter books, books with media, graphic novels for adults, youth and teens, pop-up and novelty books, movie and TV tie-in titles, adult and youth reference materials, continuations and serial publications (excluding magazines and journals), and encyclopedias.

1.2. Contractor will provide print materials subscriptions programs for our library

1.2.1. McNaughton Leased Program

1.2.1.1. Contractor will provide a lease program which will include 5,292 annual adult units per year with a monthly allowance of 441 units, plus one month of 441 allowances free, and 168 annual teen units per year with a monthly allowance of 14 units.

1.2.1.2. The City of Glendale agrees to the single adult book allowance of \$28.00 and the single teen book allowance of \$19.95 under the leased subscription plan.

1.2.1.3. Contractor will provide a 2% prepayment discount if annual subscription fee payment is received within 60 days of invoice date.

1.2.1.4. The Library will be able to add and remove leased accounts throughout the fiscal year. The Library can update the subscription; add funding/decrease funding to leased accounts, or discontinue the leased subscription throughout the fiscal year.

1.2.1.5. Contractor agrees to replace damaged items at no charge for up to six months after receipt. Defective items will be replaced at no charge with no time limitations.

1.2.1.6. Contractor will offer a deduction of 10% of the library's annual allowance to cover lost or stolen items and a 50% retention rate of the Library's annual book shipment.

1.2.1.7. If the City of Glendale chooses to purchase leased materials, items may be purchased at a rate of \$1.50 per item.

1.2.1.8. The lease program will utilize Compleat Book-Serv Cataloging and Processing Services at a rate of \$2.99 per item, if requested.

1.2.2. Purchase Plus Program

1.2.2.1. Contractor will provide a subscription program which will include 5,292 annual adult units per year with a monthly allowance of 441 units, plus one month of 441 allowances free, and 168 annual teen units per year with a monthly allowance of 14 units.

1.2.2.2. The City of Glendale agrees to the single adult book allowance of \$28.00 and the single teen book allowance of \$19.95 under the subscription plan.

1.2.2.3. Contractor will provide a 2% prepayment discount if annual subscription fee payment is received within 60 days of invoice date.

1.2.2.4. The Library will be able to add and remove subscription accounts throughout the fiscal year. The Library can update the subscription; add funding/decrease funding to subscription accounts, or discontinue the subscription throughout the fiscal year.

1.2.2.5. Contractor agrees to replace damaged items at no charge for up to six months after receipt. Defective items will be replaced at no charge with no time limitations.

1.2.2.6. The Purchase Plus Program will utilize Compleat Book-Serv Cataloging and Processing Services at a rate of \$2.99 per item, if requested.

1.3. Contractor will provide a continuations program

1.3.1. FASTips: Standing order program

1.3.2. Library staff will have access to manage and view current titles in the continuations program through TitleQueue.com.

1.3.3. Various reports can be compiled at the library staff's request and delivered using email, US mail or FTP.

1.4. Inventory and fill rate

1.4.1. Contractor will maintain a fill rate of at least 85% of their displayed inventory for all items ordered for each year of the contract.

1.4.2. Contractor will supply and deliver at least 75% of all in-stock inventory titles ordered within eight weeks of the order date.

1.4.3. Contractor can provide an overall fill rate of 85% for Spanish language materials.

2. Contractor shall provide various outsourcing services.

2.3. Contractor shall provide collection development services

2.3.1. Contractor can provide selection lists at varied levels of customization.

2.3.1.1. Silver TIPS includes free monthly selection lists.

2.3.1.2. Gold TIPS includes customized lists with authors, series, publishers, and subjects for a fee:

- Up to 3 profiles for \$100 monthly
- Up to 8 profiles for \$200 monthly
- Up to 15 profiles for \$300 monthly

2.3.1.3. Diamond TIPS includes enhanced customization by preferred review journals for a fee:

- Up to 3 profiles for \$100 monthly
- Up to 8 profiles for \$200 monthly
- Up to 15 profiles for \$300 monthly

2.3.2. Contractor can perform duplicate management to avoid title duplication.

2.4. Contractor shall provide cataloging services

2.4.1. Contractor can perform copy cataloging as well as original cataloging through Compleat Book-Serv Cataloging and Processing Services.

2.4.2. Contractor can interface with the library's Polaris Library System using Z39.50 to verify bibliographic record information.

2.4.3. The City of Glendale may choose to use vendor provided catalog records with OCLC number provided in the MARC record and holdings updated in the OCLC bibliographic database as part of the total cost for Compleat Book-Serv Cataloging and Processing Services.

2.4.4. Contractor agrees to catalog all library materials following AACR2 and RDA cataloging policies and procedures.

2.4.5. The City of Glendale may choose to require Contractor to update holdings and use MARC records provided by the OCLC bibliographic record utility for an added charge of \$.25 per item.

2.4.6. Contractor agreed to all cataloging specifications as outlined in the RFP including standard practices such as the set up of fiction call numbers, series statement fields, and to follow any local practices unless stated otherwise during initial profile set up period.

2.4.7. The Contractor agrees to use Library of Congress subject headings and genre headings where specified.

2.4.8. The Contractor shall catalog with item in hand.

2.5. Contractor shall provide processing services.

2.5.1. Contractor shall provide mylar jackets to all materials with dust covers glued to dust covers.

2.5.2. Contractor shall remove supplementary materials from all items such as; stickers, maps, pamphlets, toys, etc. from books before taping inside covers and attaching property stamp and/or barcode strip. Contractor will send any removed items with the item.

2.5.3. Contractor shall affix either 1" J-Lar or 2" Permacel tape or equivalent to all paperbacks on the spines, covering author and genre labels, and inside gutters.

2.5.4. Contractor shall affix barcode labels underneath mylar jackets, if possible. If not possible, barcodes will be covered with 1" J-Lar tape or equivalent.

2.5.5. Contractor shall affix all labels underneath mylar jackets, if possible. If not possible, labels will be covered with 2" Permacel tape or equivalent.

2.5.6. Contractor shall affix and link RFID tags to materials using library specifications.

2.5.7. Contractor shall process all materials using Compleat Book-Serv Cataloging and Processing Services for a cost of \$3.69 per item.

2.6. Contractor shall provide opening day collection services.

2.6.1. Materials for an opening day collection can be ordered 18 months out.

2.6.2. Contractor can provide full collection development services for an opening day collection at no extra charge.

2.6.3. Materials for an opening day collection can be stored at Contractor's or other facility until the new library is able to accept delivery at no charge to the City of Glendale.

2.6.3.1 Pricing for opening day collection materials purchased are in accordance with ongoing purchases Section 5.0.

2.6.4. Contractor will provide a company liaison when items are delivered in order to manage the process.

3. Contractor shall comply with acquisitions specifications.

3.1. Contractor to maintain multiple accounts for Glendale Public Library; such accounts may include, but are not limited to: processed materials, non-processed materials, and rush processed orders.

3.2. Contractor shall have the ability to interface with the library's Polaris Library System via EDIFACT standard.

3.3. Contractor will receive orders and provide invoices electronically.

3.4. Contractor will accept returns for credit if items are defective at no cost to the library.

3.5. If items are defective, the Contractor will accept returns for credit for up to one year of purchase even if the item has been circulated.

3.6. Contractor will ship all orders to:

Glendale Public Library

Attn: Receiving

5959 W Brown St

Glendale, AZ 85302-1248.

3.7. Contractor will include shipping on all orders at no cost to the library.

3.8. Contractor will provide inside delivery on all shipments and free of any pallets.

3.9. Contractor shall provide a turnaround timeframe, from date of receipt of order by Contractor to date of receipt of processed shipment by the library of no more than 15 working days for ninety percent of all in-stock items ordered.

3.10. Priority, rush pre-processed materials shall be mailed or shipped by the Contractor within five working days of receipt of order for an added charge. (Exception: Pre-publication orders)

3.11. Contractor shall schedule delivery of subscription plans and pre-processed materials to arrive at the library on or prior to street release date. The City of Glendale understands that this may be dependent on publisher scheduling.

3.12. Offeror states that all items will be delivered 15-90 calendar days after receipt of order. Any missed delivery or delay in delivery beyond the stated date will result in a penalty fee as stated below:

- Delay in delivery of ordered titles will incur a penalty of 1 – 3 % of the total invoice amount.
- Missed deliveries of specific titles will incur a penalty of 3% of the total invoice amount.

3.13. The Contractor shall supply 80% of all items back ordered and available from the publisher, within one hundred twenty (120) days of receipt of library order.

3.14. The Contractor shall provide MARC order records with appended holdings data that can be loaded, indexed and retrieved by the library's Polaris Library System.

4. Contractor shall provide access to vendor website and inventory system.

4.1. Contractor shall provide access for at least twenty-five library staff members.

4.2. Contractor shall provide the ability for applicable Library staff members to electronically build and transfer carts on Contractor's website.

4.3. Access to Contractor's website and inventory system shall be free of charge to the library.

4.4. The Contractor's website and inventory system will be updated daily.

5. Contractor shall provide support services as needed.

5.1. Technical support will be available Monday-Friday 8:00 a.m. to 5:00 p.m. EST free of charge to library.

5.2. Contractor provides problem resolution with a guaranteed response time of 24 hours for all phone calls or correspondence (Monday through Friday).

5.3. Contractor shall provide timely notification of any upgrades or new releases to their website and/or inventory system and provide assistance in their implementation.

5.4. Sales staff will meet with key Library personnel as necessary.

**EXHIBIT B**  
**RFP 17-06 LIBRARY PRINT MATERIALS**  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Print materials will be ordered on an as needed basis and will be paid in accordance with Section 5 Billings and Payment of this Agreement. Payment for ODC material shall be processed upon proof of delivery to storage facility.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$3,154,430.

**DETAILED PROJECT COMPENSATION**

Best and Final Offer of detailed compensation provided as follows and attached as Exhibit B.

<b>RFP 17-06 LIBRARY PRINT MATERIALS - FEES</b>		<b>BRODART</b>
<b>5.1 PURCHASED PRINT MATERIALS</b>		<b>Percent</b>
<b>5.1.1 Hardcover</b> (includes adult, teen, youth fiction, non-fiction & picture books)		
Percentage discount from publisher's price	Trade	<u>46.5*</u>
Percentage discount from publisher's price	Non-Trade	<u>12*</u>
<b>5.1.2 Quality Paperback</b> (includes fiction and non-fiction appealing to all ages)		
Percentage discount from publisher's price	Trade	<u>41*</u>
Percentage discount from publisher's price	Non-Trade	<u>12*</u>
<b>5.1.3 Mass Market Paperback</b> (includes fiction and non-fiction appealing to all ages)		
Percentage discount from publisher's price	Trade	<u>41*</u>
Percentage discount from publisher's price	Non-Trade	<u>12*</u>
<b>5.1.4 Pre-bound</b> (includes fiction and non-fiction appealing to all ages)		
Percentage discount from publisher's price	Trade	<u>24.00</u>
Percentage discount from publisher's price	Non-Trade	<u>24.00</u>
<b>5.1.5 Reinforced Editions</b> (includes fiction and non-fiction appealing to all ages)		
Percentage discount from publisher's price	Trade	<u>24.00</u>
Percentage discount from publisher's price	Non-Trade	<u>24.00</u>
<b>5.1.6 Foreign Language</b> (includes fiction and non-fiction appealing to all ages)		
Percentage discount from publisher's price, <b>Paper</b>	Trade	<u>41*</u>
Percentage discount from publisher's price, <b>Hardcover</b>	Trade	<u>46.5*</u>
Percentage discount from publisher's price	Non-Trade	<u>12*</u>
<b>5.1.7 Large Print</b>		
Percentage discount from publisher's price, <b>Paper</b>	Trade	<u>41*</u>
Percentage discount from publisher's price, <b>Hardcover</b>	Trade	<u>46.5*</u>
Percentage discount from publisher's price	Non-Trade	<u>12*</u>
<b>5.1.8 Comics and Graphic Novels</b> (appealing to all ages)		
Percentage discount from publisher's price, <b>Paper</b>	Trade	<u>41*</u>
Percentage discount from publisher's price, <b>Hardcover</b>	Trade	<u>46.5*</u>
Percentage discount from publisher's price	Non-Trade	<u>12*</u>
<b>5.1.9 Spanish Language</b> (includes fiction and non-fiction appealing to all ages)		
Percentage discount from publisher's price, (Hardcover)	Trade	<u>5.1.1-5.1.5</u>
Percentage discount from publisher's price	Non-Trade	<u>12*</u>

#### 5.1.10 Series (Continuations)

Percentage discount from publisher's price, (Hardcover)

Trade 5.1.1-5.1.5

Percentage discount from publisher's price

Non-Trade 12\*\*

#### 5.1.11 Encyclopedias (appealing to all ages)

#### 5.1.12 Leased Editions (appealing to all ages)

Percentage discount from publisher's price

Trade \*\*

Percentage discount from publisher's price

Non-Trade \*\*

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

5.2.1 Editing of existing records based on a bibliographic utility

\*\*\*

5.2.2 Creation of original records

\*\*\*

5.2.3 Vendor records

\$ 0.35

5.2.4 Creation of item records

\*\*\*

5.2.7 Fully Shelf and System-Ready Cataloging

\*\*\*

\$ 3.69

#### 5.3 PROCESSING SERVICES\* (unit is "each")

##### BOOKS for Circulating Collection

5.3.1 Mylar cover on dust cover

\$ 0.55

5.3.2 Dust cover taped on book

\$ 0.60

5.3.3 Barcode

\$ 0.20

5.3.4 Barcode protector (1" J-Lar tape or equivalent)

\$ 0.20

5.3.5 Property label

\$ 0.20

5.3.6 Radio Frequency Identification Tags (RFID)

35apply/.79supply

5.3.7 Label protector 1" J-Lar tape, 2" Permacel tape, equivalent

\$ 0.20

5.3.8 Call number label

\$ 0.20

5.3.9 Colibri vinyl covers (if available)

No Bid

5.3.10 Genre label

\$ 0.20

5.3.11 Other, please specify: in lieu of jacket

\$ 0.55

5.3.12 FULLY SHELF AND SYSTEM-READY PROCESSING

\*\*\*5.2.7

\$ 3.69

#### 5.4 INVENTORY SERVICES

5.4.1 Creation of inventory (holdings) records

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5.4.2 Cataloged items

\*\*

5.4.3 Uncatalogued items

\*\*

#### 5.6 COLLECTION DEVELOPMENT SERVICES

No Charge

#### 5.7 PRE-BINDING SERVICES

5.7.1 KlearKote or other equivalent bonded to the cover

Brodart Guard

\$ 2.00

5.7.2 Vinabind, DuraLam or equivalent

Brodart Convert

\$ 4.50

#### 5.8 MATERIALS LEASING PROGRAM

5.8.1 Please specify:

\*

#### 5.10 OPENING DAY COLLECTION DISCOUNT

%

\*\*

5.10.1 Opening Day Storage Fee

no charge

#### 5.11 DELIVERY

Days

15-30

\*Items Brodart receives minimal or no discount and/or the publisher requires prepayment may be discounted at the non-trade discount (12%) or invoiced at the publisher's list price plus a service charge of \$3.95.

\*\*McNaughton lease subscription services. Pricing is based on plan type and size chosen and not based on discount from publisher's list price.

\*\*\*The pricing is for FULLY SHELF AND SYSTEM READY CATALOGING utilizing Brodart's Compleat Book-Serv customized cataloging service which includes cataloging and processing services described in the RFP. Price doesn't include RFID tag charges or BrodartGuard or BrodartConvert paperback reinforcement services. Tape applied to outside spine & inside gutters of paperbacks (when applicable)