

**SERIAL 16070 RFP LIBRARY MATERIALS AND RELATED SERVICES  
(Contract – Brodart Co.)**

**DATE OF LAST REVISION: April 20, 2016**

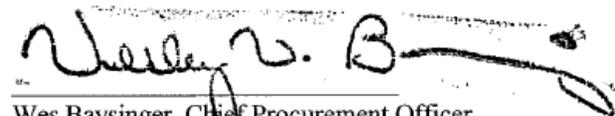
**CONTRACT END DATE: April 30, 2021**

**CONTRACT PERIOD THROUGH APRIL 30, 2021**

TO: All Departments  
FROM: Office of Procurement Services  
SUBJECT: Contract for **LIBRARY MATERIALS AND RELATED SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 20, 2016 (Eff. 05/01/16)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

  
Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

BW/at  
Attach

Copy to: Office of Procurement Services  
John Werbach, Library District



## CONTRACT PURSUANT TO RFP

SERIAL 16070-RFP

This Contract is entered into this 20<sup>th</sup> day of April, 2016 by and between Maricopa County (“County”), a political subdivision of the State of Arizona, and Brodart Co., a Pennsylvania corporation (“Contractor”) for the purchase of library materials and related services as a **primary vendor** per Exhibit B.

### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of five (5) years, beginning on the 1<sup>st</sup> day of May, 2016 and ending the 30<sup>th</sup> day of April, 2021.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) one (1) year annual terms not to exceed a total of ten (10) years (or at the County’s sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### 2.0 PAYMENTS:

- 2.1 Payment shall be made upon the County’s receipt of a properly completed invoice.
- 2.2 INVOICES:
  - 2.2.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:
    - Company name, address and contact
    - County bill-to name and contact information
    - Invoice number and date
    - Payment terms
    - Quantity
    - Description of Purchase (product or services)
    - Pricing per unit of purchase
    - Freight (if applicable)
    - Extended price
    - Total Amount Due
  - 2.2.2 Invoices shall be sent electronically by email with an electronic attachment or through the use of a vendor database for invoice retrieval, payment and tracking.
  - 2.2.3 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
  - 2.2.4 After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

- 2.2.5 Preferred method of payment is using the Procurement Card (MasterCard) without penalty or added fees.
- 2.2.6 Payment may also be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process.
- 2.2.7 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 2.2.8 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details

2.3 APPLICABLE TAXES:

- 2.3.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 2.3.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract\_it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 2.3.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

2.4 TAX (SERVICES):

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.5 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

- 2.5.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.6 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

- 2.6.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such

participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

**2.7 VOLUNTARY EMPLOYEE DISCOUNTS:**

2.7.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

2.7.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee are a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

**3.0 AVAILABILITY OF FUNDS:**

3.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

3.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

**4.0 DUTIES:**

4.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

4.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

**5.0 TERMS and CONDITIONS:**

**5.1 INDEMNIFICATION:**

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but

only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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.

The scope of this indemnification does not extend to the sole negligence of County.

5.2 **INSURANCE:**

5.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

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

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

5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

5.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

5.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

5.2.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

5.2.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

5.2.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

5.2.11 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

5.3 **FORCE MAJEURE:**

5.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

5.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

5.3.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

5.3.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

5.4 **WARRANTY OF SERVICES:**

5.4.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

5.4.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

5.5 **INSPECTION OF SERVICES:**

5.5.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

5.5.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

5.5.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

5.5.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

5.5.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

5.5.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

5.5.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

5.5.4.2 Terminate the Contract for default.

5.6 **REQUIREMENTS CONTRACT:**

5.6.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

5.6.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

5.6.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

5.7 **SUSPENSION OF WORK:**

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

5.8 **STOP WORK ORDER:**

The Procurement Officer 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 a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. 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. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

5.8.1 Cancel the stop-work order; or

5.8.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

5.8.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

5.9 **UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

5.10 **TERMINATION FOR DEFAULT:**

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

5.10.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

5.10.2 Make progress, so as to endanger performance of this contract; or

- 5.10.3 Perform any of the other provisions of this contract.
- 5.10.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

**5.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**5.12 CONTRACTOR LICENSE REQUIREMENT:**

- 5.12.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.
- 5.12.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

**5.13 SUBCONTRACTING:**

- 5.13.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.
- 5.13.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

5.14 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

5.15 ADDITIONS/DELETIONS OF SERVICE:

5.15.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

5.15.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

5.16 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

5.17 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

5.18 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

5.19 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

5.20 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

5.20.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

5.20.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

5.20.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

5.20.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

5.20.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

5.20.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

5.21 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

5.21.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

5.21.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 5.21.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

5.22 INFLUENCE:

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

5.22.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

5.22.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the

Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

**5.23 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:**

5.23.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

5.23.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

5.23.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

**5.24 AUDIT DISALLOWANCES:**

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**5.25 OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

**5.26 PUBLIC RECORDS:**

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

**5.27 PRICES:**

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

5.28 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

5.29 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

5.30 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

5.31 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract the governing document shall prevail in the order of precedence established by the incorporation of documents in Section 5.32.

5.32 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

5.32.1 Exhibit A, Pricing; and

5.32.2 Exhibit B, Scope of Work; and

5.32.3 Exhibit C, Contractor's RFP response dated January 14, 2016 to 16070-RFP (reference document)

**NOTICES:**

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Office of Procurement Services  
ATTN: Contract Administration  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

For Contractor:

Brodart Co.  
500 Arch St.  
Williamsport, PA 17701

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR:**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

**MARICOPA COUNTY:**

\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

**ATTESTED:**

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM:**

\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY

\_\_\_\_\_  
DATE

**EXHIBIT A**  
**PRICING**

SERIAL 16070-RFP  
 NIGP CODE: 95610, 95638  
 RESPONDENT'S NAME: Brodart Co.  
 COUNTY VENDOR NUMBER : 2011000276  
 ADDRESS: 500 Arch Street  
Williamsport, PA 17701  
 P.O. ADDRESS: \_\_\_\_\_  
 TELEPHONE NUMBER: 570-326-2461  
 FACSIMILE NUMBER: 570-651-1639  
 WEB SITE: www.brodart.com  
 CONTACT (REPRESENTATIVE): Tara Miller  
 REPRESENTATIVE'S E-MAIL ADDRESS: bookbids@brodart.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[ X ]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ X ]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	_____ %

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.

[ X ] NET 30 DAYS

1. Award criteria for purchase orders after Initial award
  - a. Product Availability (is the product in stock)
  - b. Processing/Cataloging Accuracy
    - i. Correct item to correct branch
    - ii. Processed correctly
    - iii. Catalogued correctly
    - iv. Invoiced correctly
    - v. Delivery
  - c. Price
    - i. Shelf-ready price – material cost + processing + cataloging

**EXHIBIT B**  
**SCOPE OF WORK**

- 1.1 PRIMARY VENDORS (THIS DESIGNATION IS DETERMINED IN THE FIRST PARAGRAPH OF THE CONTRACT AND IS SUBJECT TO CHANGE BASED ON THE SOLE DISCRETION OF THE COUNTY):
- 1.2 To qualify as primary vendor candidates, please be prepared to supply materials, processing and cataloging services to the District libraries.
- 1.2.1 Supply all physical formats of print and media materials including but not limited to the following
- 1.2.1.1 Books for adults, teens and children in all formats
  - 1.2.1.2 Adult and juvenile foreign language materials (including fotonovelas)
  - 1.2.1.3 Books with media kits (Example: language learning, storybooks with audio)
  - 1.2.1.4 DVDs
  - 1.2.1.5 Blu-Rays
  - 1.2.1.6 Audio books on CD
  - 1.2.1.7 Music CDs
  - 1.2.1.8 Continuations and serial publications (excluding magazines and journals)

**Vendor Response:**

Brodart would like to be considered as a primary vendor to supply materials, processing and cataloging services for 1.2.1.1 Books for adults, teens and children (print material), 1.2.1.2 Adult and juvenile foreign language materials (Spanish print material only and excluding fotonovelas), and 1.2.1.8 Continuations and serial publications (excluding magazines and journals).

- 1.2.2 Catalog materials per MCLD specifications detailed in Exhibit 5 using the most fiscally responsible method - i.e. – copy cataloging over original cataloging.

**Vendor Response:**

Brodart is prepared to catalog the MCLD materials detailed in Exhibit 5 of the RFP. As one of your existing vendors, we catalog material for you on a regular basis using the classification schemes that have been customized for MCLD. It is our practice to always use the most financially efficient method for all of our processes, including cataloging.

- 1.2.3 Apply relevant Shelf Logic Class Scheme as detailed in Exhibits 8-12 of the RFP.

**Vendor Response:**

Again, as one of MCLD's current vendors, Brodart is prepared to continue to apply relevant Shelf Logic Class Scheme as detailed in Exhibits 8-12 of the RFP. Furthermore, as an existing vendor no transition will be necessary and MCLD will not experience any disruption of services to their patrons.

- 1.2.4 Physical processing of materials purchased using MCLD specifications detailed in Exhibit 6 (print) and Exhibit 7 (media)

**Vendor Response:**

Brodart is prepared to continue to process MCLD print materials as specified in Exhibit 6 of the RFP. Again, as one of your existing vendors, we are proficient in all the physical processing elements required for your materials.

- 1.2.5 All ordering must be done through an online system, compatible with Polaris ILS

**Vendor Response:**

The District is currently placing orders using Brodart's Bibz.com and Polaris interface which enables the electronic transfer of item specific information. We are proposing the same workflow for the acquisitions of material under this contract. We have provided a complete description of Bibz.com features in Exhibit A of the RFP response dated January 14, 2016 for more information.

1.2.6 Online, real time order status/tracking is highly desired

**Vendor Response:**

Bibz provides online real time order status/tracking for all orders placed by MCLD. The Order History tab in Bibz allows the library to view the current status of items ordered, not only for orders that have been submitted through Bibz but also orders submitted through any other method.

1.2.7 Ordering by title for multiple branches while invoicing by branch is highly desired

**Vendor Response:**

When using Bibz to prepare orders, ordering by title for multiple branches can be achieved through the use of grid ordering. Branch and item information displayed in Bibz can be downloaded to Polaris so that EDI orders can be placed.

Due to the invoicing limitations of the Polaris system, Brodart is currently creating invoices that include all branches of the District; however we can create a separate invoice for each branch if this change is needed

1.2.8 Must be able to supply customized selection lists

**Vendor Response:**

Brodart offers two custom selection list services: TIPS (profiled selection lists of new titles) and Collection Builders (customized, one-time selection lists). These services are described more fully below and are provided primarily through our website, Bibz.com. Brodart also offers online catalogs and special lists through Bibz. Please see Section 1.3.4 for more details.

1.3 Primary Vendor Selection and Supply Services

1.3.1 Vendor will retain staff with expertise related to the publishing and media industries to advise and consult with MCLD Collection Management staff as necessary.

**Vendor Response:**

Brodart's collection development staff is the most experienced in the industry, with thirteen MLS-degreed librarians with over 600 years of combined experience. They are supported by an excellent staff of paraprofessionals. Credentials are provided in Exhibit B of the RFP response dated January 14, 2016 for more information.

1.3.2 Vendor will stay current and up-to-date with MCLD's unique needs as related to continually-changing demands from various constituents served by the Library District.

**Vendor Response:**

Brodart has provided professional selection services to MCLD for many years for both opening day collections and ongoing needs. Brodart staff members are well-versed in the District's selection philosophy and practices, as well as in community differences from library to library. Brodart's librarians have selected the collections for White Tank, Queen Creek, Perry, and other new collections in recent years. Most recently, Brodart selected adult fiction and nonfiction print materials from 2008-2012.

- 1.3.3 Vendor will remain in constant contact with MCLD Collection Management staff as necessary and respond to all inquiries and questions no later than one business day. Conference calls may be scheduled on a regular basis.

**Vendor Response:**

Julie O'Connor will be the primary contact for MCLD's collection development needs and would be available to return all inquiries within one business day in addition to participating in regular conference calls.

- 1.3.4 Vendor will prepare recommended selection lists based upon publishing industry and media trends to assist MCLD Library Materials Selectors.

**Vendor Response:**

Brodart offers two custom selection list services: TIPS (profiled selection lists of new titles) and Collection Builders (customized, one-time selection lists). These services are described more fully below and are provided primarily through our website, Bibz.com. Brodart also offers online catalogs and special lists through Bibz.com. We have provided a complete description of TIPS in the RFP response dated January 14, 2016 for more information.

1.4 Primary Vendor Services for an Opening Day Initial Inventory Materials Collection

- 1.4.1 Opening Day Collection (ODC) – Core collection will be selected, acquired and in place upon the opening of a new (or new to the District) library.

**Vendor Response:**

Brodart's ODC services provide a systematic way to cover all the needs of a new collection.

Brodart has been happy to select and provide materials for the District's new branch libraries, including the most recent (and Deweyless) projects—White Tank, Queen Creek, and Perry.

After the profiling is completed, Brodart's experienced professional selectors design selection lists for their own use. Both popularity (sales to other libraries) and recommendations (sources such as awards, bibliographies, and reviews) can be used to identify titles for lists. Authors, series, and publishers can also be easily used. All lists also have parameters set for subject/classification, age range, binds/formats, descriptors, price ranges, and other such details.

The selectors then choose the most appropriate titles for each collection category. As with ongoing vendor selection, they consult the District catalog to analyze current holdings and circulation statistics.

As part of the profiling process, a list of the categories to be covered will be developed and dates for delivery of each category will be set. Dates for order submission will also be set. Both schedules are jointly developed with the goal of covering all areas of the collection and doing so in a manner that provides adequate time for selection, acquisition, cataloging, and processing of materials. The core collection described in the profile would be purchased and in place in advance of the opening of the new facility.

Budget management is part of this vendor selection service as well. Using the budgets given, Brodart creates a fund report which reflects what is spent in each category.

There is an additional charge for this enhanced level of vendor selection. It is a flat fee per item selected by Brodart, and is billed monthly for the items selected the previous month. Billing is based on the number of volumes selected by Brodart staff and not on the number of volumes ultimately ordered by the Library.

Should the District opt not to use the vendor selection service for opening day collections, these highly customized selection lists would be supplied to District staff at no charge.

1.4.2 ODC will be based upon District profiles/specifications provided to the vendor as needed.

Brodart works with District staff to profile the needs for each new collection. This profiling will include a community description with demographics, goals and roles of the new library collection, plus definitions and descriptions of each collection category. This information will be used in conjunction with discussion sessions so that Brodart staff can fully understand the needs and goals of the library.

1.4.3 The ODC will include vendor selection, cataloging, processing, storing until facility is ready as determined by the District, delivery and vendor assisted unpacking.

**Vendor Response:**

As described above, Brodart will be happy to provide vendor selection, cataloging and processing for the District's opening day collections. Additional opening day collection services include a full range of management reports, insured storage, and numerous sorting and shelving options along with prompt delivery. Your account manager is responsible for monitoring the project orders, maintaining management reports, as well as the project schedule, and coordinating the details of production and delivery.

**Management Reports**

Brodart can provide a number of reports to assist the District with monitoring the status of materials supplied by Brodart. Our standard reports include Confirmation Reports, On-Order Title Status Reports, Cancellation Reports, and Fund Reports. They can contain acquisitions data received with your order, such as the purchase order number, branch information, fund code, collection code and item type. If a more customized report is necessary to meet your needs, it can be discussed during the profiling sessions. These reports can include nearly any combination of titles that have been ordered, cancelled, on backorder, in process, invoiced or in storage. Samples of management reports are available upon request.

**Auditing Materials in Storage**

Brodart understands that the District may require access to the purchased items in storage to ensure Brodart is meeting all the terms and conditions of the library's contract. An audit may be conducted at the library's expense. We request to be notified by telephone at least one day in advance. We will be happy to assist the library staff in any way possible.

**Guarantee for Materials Processed by Brodart**

Materials requiring storage for the new library will be stored at our facility in Pennsylvania. As a major wholesaler, our warehouse is designed for storage of items. Sufficient heat and humidity control is maintained to ensure the condition of the materials upon delivery.

All materials will be fully guaranteed and insured against physical loss, damage, or defect while in storage and until which time the items are delivered to the library. If any titles are found to be defective within one year of delivery, a credit or no-charge replacement will be issued.

**Levels of Sorting**

Brodart offers three levels of sorting ranging from an "approximate shelf order sort" to sorting books in exact shelf list order.

Level 1 - Approximate Shelf Order Sort – no charge

- Fiction is sorted by the 1st initial of the author's last name
- Nonfiction is sorted by Shelf Logic Class Scheme

Custom Sorts – Prices for the levels of "custom sorts" are available upon request.

Level 2 – Partial call number sort

- Fiction is sorted by the first 3 positions of the author's last name (Christie)
- Nonfiction is sorted by Shelf Logic Class Scheme

Level 3 – Exact shelf list order

- Fiction is sorted by entire author's last name, then by title
- Nonfiction is sorted by the Shelf Logic Class Scheme, then by author's last name

Shipment and Delivery

Processed material shipments will be made by common carrier and will arrive prepaid for inside delivery. The number and timing of deliveries will be agreed upon by Brodart and the District.

Each motor freight shipment will be loaded by Brodart staff in such a way as to facilitate delivery. The truck will be arranged using the District's shelving sequence as a guide. The last boxes loaded will be the first, as designated by the District shelving plan, to be shelved. The items will arrive in boxes that are shrink-wrapped on a pallet to insure proper protection during storage and shipping.

A Brodart representative can be present at the time of delivery and throughout the shelving process to assist with the delivery, coordinating of the shelving and managing questions, concerns or returns.

- 1.4.4 For newly opened branch libraries, Vendor will provide five (5) calendar days of onsite assistance in the first year and up to three (3) days for each contract year thereafter. Conference calls may also be scheduled on a regular basis.

**Vendor Response:**

For newly opened branch libraries, a Brodart representative can be present for five calendar days of onsite assistance in the first year and up to three days for each contract year thereafter.

To help assure that important information is being communicated effectively, and that deadlines and expectations are being met, we can schedule bi-weekly or monthly conference calls which will include all appropriate Brodart and library staff. Your account manager will issue an agenda prior to all calls, so that all parties have an opportunity to include relevant topics.

- 1.5 SUPPLEMENTARY VENDORS (THIS DESIGNATION IS DETERMINED IN THE FIRST PARAGRAPH OF THE CONTRACT AND IS SUBJECT TO CHANGE BASED ON THE SOLE DISCRETION OF THE COUNTY):

- 1.5.1 Supplementary vendors supply materials not provided by primary vendors.

1.6 DELIVERY:

- 1.6.1 Delivery is desired as soon as possible – including prior to publication date (print) and prior to the release date (media).

1.6.2 Delivery is **REQUIRED:**

- 1.6.2.1 For Best Sellers/Blockbusters: No later than date of publication when material is ordered sufficiently prior to publication or release date.

- 1.6.2.2 For materials “in-stock” status with vendor at time of placement: Two Weeks after date of order.

- 1.6.2.3 For materials “backordered”: within 5 months of order date. After material has been on order for 5 months, vendor will cancel and notify Library District. Vendor is required to notify the Library District of each and every title cancelled on vendor's end within two weeks of cancellation.

**Vendor Response:**

Brodart understands the importance of receiving pre-publication materials prior to street release date. Our policy is to catalog, process and ship books immediately upon receipt from the publisher. As a result, the library should receive books prior to street date. Please note shipment of pre-published titles is dependent upon when these titles are received at Brodart from the publisher.

Because these items arrive at the library on or before the street release date, we ask that our customers have policies in place to ensure that they are not released to the public prior to this date. The street release date will be clearly identified on your packing list.

Brodart shipping timelines will vary depending on the service level assigned to each account type:

- Standard “shelf-ready” library materials, including those that require original cataloging, will ship within 5-10 business days from receipt of material.
- Items that receive automated cataloging and processing services will ship two days from order release date and items without processing will ship within one business day.

Brodart can comply with the Library District’s backorder and cancellation requirements. Our delivery, backorder, and cancellation schedules are very flexible and can be customized to accommodate your library’s specifications.

1.6.3 Library materials shall be delivered to each of the Library District branches during the branches normal hours of operation.

**Vendor Response:**

Brodart can comply with the Library Districts branch delivery requirements.

1.6.4 *Invoices are to be sent to electronically as noted in Paragraph 2.2.2 of master contract.*

**Vendor Response:**

Brodart can comply with the Library Districts branch delivery requirements.

1.6.5 Delivery shall be F.O.B. Destination Freight Prepaid to the appropriate Library District branch per order details.

**Vendor Response:**

Brodart understands and can comply with this requirement. Our shipments are sent F.O.B. destination via best method (common carrier or UPS Ground) from our Williamsport, Pennsylvania warehouse to each library location free of charge.

1.7 DELIVERY:

It shall be the Contractor’s responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

**Vendor Response:**

Brodart understands and can comply with this requirement.

**BRODART CO., 500 ARCH ST., WILLIAMSPORT, PA 17701**

PRICING SHEET: NIGP CODE 95610 & 95638

Terms:	NET 30
Vendor Number:	2011000276 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>April 30, 2021.</b>