



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: 06/07/2022

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

Baker & Taylor, LLC (Headquarters: Charlotte, NC), Brodart Co. (Headquarters: Williamsport, PA), and Midwest Tape (Headquarters: Holland, OH).

***Project Title/Description:**

Library Materials and Related Services

***Purpose:**

Award: Master Agreement No. MA-PO-22-170. This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$4,000,000.00 and includes four (4) one-year renewal options.
Administering Department: Library.

- Group 1 - Books. Brodart Co., Primary; Baker & Taylor, LLC., Secondary.
- Group 2 - Audiobooks on CD. Baker & Taylor, LLC., Primary; Midwest Tape, Secondary.
- Group 3 - DVD's. Baker & Taylor, LLC., Primary; Midwest Tape, Secondary.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. IFB-PO-2200071 was conducted. Five (5) responses were received. One (1) response was deemed Non-Responsive. Award is to the lowest, responsive and responsible bidders by Group.

PRCUID: 441217

Attachments: Notice of Recommendation for Award and Master Agreements.

***Program Goals/Predicted Outcomes:**

Obtain library materials vendors that are able to provide multiple formats of popular materials (print, audio-visual and digital) in multiple languages, especially Spanish, for all of Pima County Public Libraries (PCPL) for use by the residents of Pima County.

***Public Benefit:**

Contracted vendors providing shelf ready materials and/or digital materials to meet the needs of all patrons of the Pima County Public Library system in an efficient manner.

***Metrics Available to Measure Performance:**

Selection, ordering and processing of materials completed in a timely manner for the quantities needed to meet demand. A fill rate of 90% for materials published within a year of order date.

***Retroactive:**

No

To: COB 5-23-2022
Pgs: 77
Ver: 1

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e.,15-123): 22-170
Commencement Date: 07/01/2022 Termination Date: 06/30/2023 Prior Contract Number (Synergen/CMS): _____
 Expense Amount: \$* 4,000,000.00 Revenue Amount: \$ _____

*Funding Source(s) required: Library District

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e.,15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
 Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Nancy Page, Procurement Officer Digitally signed by Nancy Page Date: 2022.05.12 12:16:51 -07'00' Division Manager: Ana Wilber Digitally signed by Ana Wilber Date: 2022.05.16 07:12:22 -07'00'

Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2022.05.16 09:42:08 -07'00' Telephone: 520-724-3563

Department Director Signature/Date: Amber D. Mathewson Digitally signed by Amber D. Mathewson Date: 2022.05.18 12:48:27 -07'00'

Deputy County Administrator Signature/Date: [Signature] 20 May 2022

County Administrator Signature/Date: [Signature] 5/20/2022
(Required for Board Agenda/Addendum Items)



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: May 13, 2022

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB-PO-2200071 for Library Materials and Related Services that the following listed respondents will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on June 07, 2022.

Award is recommended to the lowest, responsive and responsible Bidders.

<u>GROUP 1</u>	<u>AWARDEE NAME</u>	<u>AWARD</u>	<u>BID AMOUNT</u>	<u>SHARED ANNUAL AWARD AMOUNT</u>
Books	Brodart Co.	Primary	\$1,430,074.07	\$4,000,000.00
	Baker & Taylor	Secondary	\$1,510,607.19	

GROUP 2

Audio	Baker & Taylor	Primary	\$304,844.80
Books	Midwest Tape	Secondary	\$430,500.00

GROUP 3

DVD's	Baker & Taylor	Primary	\$639,556.96
	Midwest Tape	Secondary	\$677,190.00

OTHER RESPONDENT NAMES

GROUP 1

	<u>BID AMOUNT</u>
Children's Plus	\$363,864.84
Midwest Tape	No Bid
Ingram	Non-responsive

GROUP 2

Children's Plus	No Bid
Brodart Co.	No Bid
Ingram	Non-responsive

GROUP 3

Children's Plus	No Bid
Brodart Co.	No Bid
Ingram	Non-responsive

Issued by: Nancy Page, Procurement Officer
 Telephone Number: (520) 724-3563

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov.

TM



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION**

Master Agreement No: 2200000000000000170

MA Version: 1

Page: 1 of 15

Description: Library Materials and Related Services

I S S U E R	<p>Pima County Procurement Department 150 W. Congress St. 5th Fl Tucson AZ 85701</p> <p>Issued By: NANCY PAGE Phone: 5207243563 Email: nancy.page@pima.gov</p>
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T E R M S	<p>Initiation Date: 07-01-2022 Expiration Date: 06-30-2023</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>NTE Amount: Used Amount: \$0.00</p> </div>
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V E N D O R	<p>BRODART CO 100 NORTH ROAD PO Box 300 MCELHATTAN PA 17748</p>	<p>Contact: Miranda Leathers Phone: 800-233-8467 Email: Kimberly.bunting@brodart.com Terms: 0.00 % Days: 30</p>
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Shipping Method:	Vendor Method
Delivery Type:	Standard Ground
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$4,000,000.00 and includes four (4) one-year renewal options.	
Attachement: Offer Agreements.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



MASTER AGREEMENT DETAILS

Master Agreement No: 2200000000000000170

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Line	Description					
1	Book-All the Colors of Night-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$14.58			
2	Book-American Traitor-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$15.65			
3	Book-Before She Disappeared-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$14.58			
4	Book-Black Buck-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$14.04			
5	Book-Bone Canyon-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$13.47			
6	Book-The Boy from the Woods-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10.02			
7	Book-A Castaway in Cornwall-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10.02			
8	Book-Girl from Da Hood 14-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.41			
9	Book-The Handmaid's-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$14.04			
10	Book-The Institute-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$11.79			
11	Book-The Bachelor Cowboy-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$4.71			
12	Book-The Border-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.89			
13	Book-Branded-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.30			
14	Book-Breaking Silence, Volume 10-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.30			
15	Book-Crime of the Ancient Marinara-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$4.71			
16	Large Print Book-All That Glitters-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$18.29			
17	Large Print Book-The Archer-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$13.57			
18	Large Print Book-Conjure Women-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$31.99			
19	Large Print Book-Dark Queen Waiting-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$32.52			



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PIMA COUNTY

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Line	Description					
20	Large Print Book-Daylight-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$20.52			
21	Large Print Book-Horsewoman-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$21.83			
22	Large Print Book-Becoming-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$38.99			
23	Large Print Book-Criminal Mischief-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$17.70			
24	Large Print Book-Beautiful Little Fools-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$12.97			
25	Large Print Book-Other Family-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$12.97			
26	Book-Los testamentos / The Testaments-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$20.20			
27	Book-El libro de Eva / The Book of Eve-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$11.18			
28	Book-La virgen en tus ojos-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10.59			
29	Book-Hablar con extraños-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$17.56			
30	Book-La madre de Frankenstein-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$14.13			
31	Book-Soul of Cinder-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.71			
32	Book-Court of Swans-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$16.71			
33	Book-Siege of Rage and Ruin-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10.79			
34	Book-Good Devils (Special Forces, Book 3), Volume 3-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10.25			
35	Book-Heiress Apparently (Daughters of the Dynasty)-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.71			
36	Book-Beni's War-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$8.79			
37	Book-Boy Meets Hamster-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.89			
38	Book-Cane Warriors-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.41			



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PIMA COUNTY

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Line	Description					
39	Book-The Desert Prince-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.30			
40	Book-The Frozen Prince-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$6.48			
41	Book-Seven dirty secrets-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$6.48			
42	Book-Dear Martin-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$8.79			
43	Book-American Royals-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$6.48			
44	Book-Salaam, with Love-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.89			
45	Book-Girl in Pieces-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.67			
46	Book-Mas alla de las fronteras-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.41			
47	Book-Seis de cuervos-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$14.74			
48	Book-Aristoteles y Dante se sumergen en las aguas del mundo-					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$11.77			
49	Book-La montana del infierno-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$6.46			
50	Book-Barsakh-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$4.10			
51	Book-Pete the Kitty: Ready, Set, Go-Cart!-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.17			
52	Book-Pinkalicious: Happy Birthday!-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.17			
53	Book-The Pumpkin Patch-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.71			
54	Book-Ranger Rick: I Wish I Was a Flamingo-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.17			
55	Book-Ripley Readers Level3 Lib Edn Odd Ocean!-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.15			
56	Book-Uni Paints a Rainbow (Uni the Unicorn)-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$4.85			
57	Book-Good Night, Noah-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.91			

MASTER AGREEMENT DETAILS



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Line	Description					
58	Book-Happy Easter, Corduroy!-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$4.31			
59	Book-Little Worry-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$4.31			
60	Book-Five Little Chicks-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3.77			
61	Book-Ella persistio en la ciencia-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.71			
62	Book-Bizococho y las llamitas-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.17			
63	Book-La vida del agua-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10.79			
64	Book-Las Estaciones-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.39			
65	Book-Llama llama colores-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3.77			
66	Primary Book Catalog & Processing Fee					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3.75			
67	Free form line for items covered by scope but not listed					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 2200000000000000170

MA Version: 1

Page: 6 of 15

Description: Library Materials and Related Services

I S S U E R	Pima County Procurement Department
	150 W. Congress St. 5th Fl
	Tucson AZ 85701
	Issued By: NANCY PAGE
	Phone: 5207243563
	Email: nancy.page@pima.gov

T E R M S	Initiation Date: 07-01-2022
	Expiration Date: 06-30-2023
	NTE Amount:
	Used Amount: \$0.00

V E N D O R	MIDWEST TAPE LLC	Contact: JANET TIMM
	1417 Timberwolf Drive	Phone: 800-875-2785
	Holland OH 43528	Email: jtimmm@midwesttapes.com
		Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	Standard Ground
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$4,000,000.00 and includes four (4) one-year renewal options.	
Attachement: Offer Agreements.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



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PIMA COUNTY

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Line	Description					
1	Audio Book-Mercy-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$39.99			
2	Audio Book-One step too far-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$36.99			
3	Audio Book-Dream town-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$49.99			
4	Audio Book-Better off dead-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$44.99			
5	Audio Book-Run Rose Run-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$49.99			
6	Audio Book-Eragon-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$39.99			
7	Audio Book-Ballad of songbirds and snakes-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$44.99			
8	Audio Book-Concrete Rose-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$27.99			
9	Audio Book-Namesake-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$44.99			
10	Audio Book-Spells trouble-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$44.99			
11	Audio Book-Sunlight on the snow leopard-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$14.99			
12	Audio Book-Stuntboy in the meantime-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$19.99			
13	Audio Book-Out of my heart-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$29.99			
14	Audio Book-Beezus and Ramona-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$14.99			
15	Audio Book-Harry Potter and the order of the Phoenix-Seconda					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$74.99			
16	Secondary Audio Book Catalog & Processing Fee					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3.44			
17	DVD-KICKBOXING BASIC TECHNIQUES WITH DON THE DRAGON WILSON-S					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$20.99			
18	DVD-QUAKERS: THAT OF GOD IN EVERYONE-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$17.49			
19	DVD-BLACK PANTHER-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$13.99			



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PIMA COUNTY

Master Agreement No: 2200000000000000170

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Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
20	DVD-AMERICAN EXPERIENCE: MR. TORNADO-Secondary Discount 0.0000 %	EA	\$17.49		VPN	MPN
21	DVD-CROWN SEASON 3, THE-Secondary Discount 0.0000 %	EA	\$21.69		VPN	MPN
22	DVD-LOVE AND MONSTERS-Secondary Discount 0.0000 %	EA	\$10.49		VPN	MPN
23	DVD-Billions: season five-Secondary Discount 0.0000 %	EA	\$27.99		VPN	MPN
24	DVD-Riverdale: the complete fifth season-Secondary Discount 0.0000 %	EA	\$31.49		VPN	MPN
25	DVD-Doctor Who: the complete thirteenth series-Secondary Discount 0.0000 %	EA	\$22.39		VPN	MPN
26	DVD-DINOSAURS ALIVE!-Secondary Discount 0.0000 %	EA	\$20.99		VPN	MPN
27	DVD-ALICE IN WONDERLAND-Secondary Discount 0.0000 %	EA	\$10.49		VPN	MPN
28	DVD-ANGRY BIRDS MOVIE, THE-Secondary Discount 0.0000 %	EA	\$6.99		VPN	MPN
29	DVD-INCREDIBLES, THE-Secondary Discount 0.0000 %	EA	\$23.09		VPN	MPN
30	DVD-PAW PATROL: READY, RACE, RESCUE-Secondary Discount 0.0000 %	EA	\$10.49		VPN	MPN
31	DVD-NATURE: CUBA'S WILD REVOLUTION - Primary Discount %	EA	\$17.49		VPN	MPN
32	Secondary DVD Catalog & Processing Fee (1-2 discs) Discount 0.0000 %	EA	\$3.45		VPN	MPN
33	Secondary DVD Catalog & Processing Fee (Adult sets only) Discount 0.0000 %	EA	\$6.10		VPN	MPN
34	Free form line for items covered by scope but not listed Discount 0.0000 %	UOM	\$0.00		VPN	MPN



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 2200000000000000170

MA Version: 1

Page: 9 of 15

Description: Library Materials and Related Services

I S S U E R	Pima County Procurement Department 150 W. Congress St. 5th Fl Tucson AZ 85701 Issued By: NANCY PAGE Phone: 5207243563 Email: nancy.page@pima.gov
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T E R M S	Initiation Date: 07-01-2022 Expiration Date: 06-30-2023 <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td> NTE Amount: Used Amount: \$0.00 </td> </tr> </table>	NTE Amount: Used Amount: \$0.00
NTE Amount: Used Amount: \$0.00		

V E N D O R	Baker & Taylor LLC 2810 Coliseum Centre Drive, Suite 300 Charlotte NC 28217	Contact: Stefanie Kremer Phone: 704-998-3135 Email: stefanie.kremer@baker-taylor.com Terms: 0.00 % Days: 30
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Shipping Method:	Vendor Method
Delivery Type:	Standard Ground
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$4,000,000.00 and includes four (4) one-year renewal options.	
Attachement: Offer Agreements.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



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Line	Description					
1	Book-All the Colors of Night-Secondary Discount	UOM EA	Unit Price \$14.31	Stock Code	VPN	MPN
	0.0000 %					
2	Book-American Traitor-Secondary Discount	UOM EA	Unit Price \$15.36	Stock Code	VPN	MPN
	0.0000 %					
3	Book-Before She Disappeared-Secondary Discount	UOM EA	Unit Price \$14.31	Stock Code	VPN	MPN
	0.0000 %					
4	Book-Black Buck-Secondary Discount	UOM EA	Unit Price \$13.78	Stock Code	VPN	MPN
	0.0000 %					
5	Book-Bone Canyon-Secondary Discount	UOM EA	Unit Price \$13.22	Stock Code	VPN	MPN
	0.0000 %					
6	Book-The Boy from the Woods-Secondary Discount	UOM EA	Unit Price \$15.29	Stock Code	VPN	MPN
	0.0000 %					
7	Book-A Castaway in Cornwall-Secondary Discount	UOM EA	Unit Price \$10.02	Stock Code	VPN	MPN
	0.0000 %					
8	Book-Girls from Da Hood 14-Secondary Discount	UOM EA	Unit Price \$9.41	Stock Code	VPN	MPN
	0.0000 %					
9	Book-The Handmaid's Tale-Secondary Discount	UOM EA	Unit Price \$14.36	Stock Code	VPN	MPN
	0.0000 %					
10	Book-The Institute-Secondary Discount	UOM EA	Unit Price \$17.99	Stock Code	VPN	MPN
	0.0000 %					
11	Book-The Bachelor Cowboy-Secondary Discount	UOM EA	Unit Price \$4.71	Stock Code	VPN	MPN
	0.0000 %					
12	Book-The Border-Secondary Discount	UOM EA	Unit Price \$5.89	Stock Code	VPN	MPN
	0.0000 %					
13	Book-Branded-Secondary Discount	UOM EA	Unit Price \$5.30	Stock Code	VPN	MPN
	0.0000 %					
14	Book-Breaking Silence, Volume 10-Secondary Discount	UOM EA	Unit Price \$5.30	Stock Code	VPN	MPN
	0.0000 %					
15	Book-Crime of the Ancient Marinara-Secondary Discount	UOM EA	Unit Price \$4.71	Stock Code	VPN	MPN
	0.0000 %					
16	Large Print Book-All That Glitters-Secondary Discount	UOM EA	Unit Price \$18.29	Stock Code	VPN	MPN
	0.0000 %					
17	Large Print Book-The Archer-Secondary Discount	UOM EA	Unit Price \$13.57	Stock Code	VPN	MPN
	0.0000 %					
18	Large Print Book-Conjure Women-Secondary Discount	UOM EA	Unit Price \$31.99	Stock Code	VPN	MPN
	0.0000 %					
19	Large Print Book-Dark Queen Waiting-Secondary Discount	UOM EA	Unit Price \$33.26	Stock Code	VPN	MPN
	0.0000 %					



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Line	Description					
20	Large Print Book-Daylight-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$20.14			
21	Large Print Book-Horsewoman-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$21.83			
22	Large Print Book-Becoming-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$38.99			
23	Large Print Book-Criminal Mischief-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$17.70			
24	Large Print Book-Beautiful Little Fools-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$12.97			
25	Large Print Book-Other family-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$12.97			
26	Book-Los testamentos / The Testaments-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$20.66			
27	Book-El libro de Eva / The Book of Eve-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$17.06			
28	Book-La virgen en tus ojos-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$16.16			
29	Book-Hablar con extraños-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$11.77			
30	Book-La madre de Frankenstein-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$21.56			
31	Book-Soul of Cinder-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.53			
32	Book-Court of Swans-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10.06			
33	Book-Siege of Rage and Ruin-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10.59			
34	Book-Good Devils (Special Forces, Book 3), Volume 3-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10.06			
35	Book-Heiress Apparently (Daughters of the Dynasty)-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.53			
36	Book-Beni's War-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7.69			
37	Book-Boy Meets Hamster-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.89			
38	Book-Cane Warriors-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.41			



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Line	Description					
39	Book-The Desert Prince-Secondary Discount	UOM EA	Unit Price \$5.30	Stock Code	VPN	MPN
	0.0000 %					
40	Book-The Frozen Prince-Secondary Discount	UOM EA	Unit Price \$6.48	Stock Code	VPN	MPN
	0.0000 %					
41	Book-Seven dirty secrets-Secondary Discount	UOM EA	Unit Price \$6.48	Stock Code	VPN	MPN
	0.0000 %					
42	Book-Dear Martin-Secondary Discount	UOM EA	Unit Price \$5.89	Stock Code	VPN	MPN
	0.0000 %					
43	Book-American Royals-Secondary Discount	UOM EA	Unit Price \$6.48	Stock Code	VPN	MPN
	0.0000 %					
44	Book-Salaam, with Love-Secondary Discount	UOM EA	Unit Price \$5.89	Stock Code	VPN	MPN
	0.0000 %					
45	Book-Girl in Pieces-Secondary Discount	UOM EA	Unit Price \$6.48	Stock Code	VPN	MPN
	0.0000 %					
46	Book-Mas alla de las fronteras-Secondary Discount	UOM EA	Unit Price \$9.41	Stock Code	VPN	MPN
	0.0000 %					
47	Book-Seis de cuervos-Secondary Discount	UOM EA	Unit Price \$22.49	Stock Code	VPN	MPN
	0.0000 %					
48	Book-Aristoteles y Dante se sumergen en las aguas del mundo- Discount	UOM EA	Unit Price \$17.96	Stock Code	VPN	MPN
	0.0000 %					
49	Book-La montana del infierno-Secondary Discount	UOM EA	Unit Price \$6.46	Stock Code	VPN	MPN
	0.0000 %					
50	Book-Barsakh-Secondary Discount	UOM EA	Unit Price \$4.10	Stock Code	VPN	MPN
	0.0000 %					
51	Book-Pete the Kitty: Ready, Set, Go-Cart!-Secondary Discount	UOM EA	Unit Price \$13.08	Stock Code	VPN	MPN
	0.0000 %					
52	Book-Pinkalicious: Happy Birthday!-Secondary Discount	UOM EA	Unit Price \$9.00	Stock Code	VPN	MPN
	0.0000 %					
53	Book-The Pumpkin Patch-Secondary Discount	UOM EA	Unit Price \$9.53	Stock Code	VPN	MPN
	0.0000 %					
54	Book-Ranger Rick: I Wish I Was a Flamingo-Secondary Discount	UOM EA	Unit Price \$13.08	Stock Code	VPN	MPN
	0.0000 %					
55	Book-Ripley Readers Level3 Lib Edn Odd Ocean!-Secondary Discount	UOM EA	Unit Price \$8.98	Stock Code	VPN	MPN
	0.0000 %					
56	Book-Uni Paints a Rainbow (Uni the Unicorn)-Secondary Discount	UOM EA	Unit Price \$6.92	Stock Code	VPN	MPN
	0.0000 %					
57	Book-Good Night, Noah-Secondary Discount	UOM EA	Unit Price \$9.86	Stock Code	VPN	MPN
	0.0000 %					



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Line	Description					
58	Book-Happy Easter, Corduroy!-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$6.15			
59	Book-Little Worry-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$6.15			
60	Book-Five Little Chicks-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.38			
61	Book-Ella persistio en la ciencia-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$13.85			
62	Book-Bizococho y las llamitas-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.00			
63	Book-La vida del agua-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10.59			
64	Book-Las Estaciones-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7.69			
65	Book-Llama llama colores-Secondary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.38			
66	Secondary Book Catalog & Processing Fee					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3.95			
67	Audio Book-Mercy-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$22.00			
68	Audio Book-One Step Too Far-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$20.34			
69	Audio Book-Dream Town-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$27.50			
70	Audio Book-Better Off Dead-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$24.75			
71	Audio Book-Run Rose Run-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$27.50			
72	Audio Book-Eragon-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$21.97			
73	Audio Book-Ballad of Songbirds & Snakes-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$24.74			
74	Audio Book-Concrete Rose-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$15.39			
75	Audio Book-Namesake-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$24.74			
76	Audio Book-Spells Trouble-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$25.29			



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Line	Description					
77	Audio Book-Sunlight on the snow leopard-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$8.25			
78	Audio Book-Beatryce prophecy-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$16.50			
79	Audio Book-Stuntboy in the meantime-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10.99			
80	Audio Book-Out of my heart-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$16.49			
81	Audio Book-Beezus and Ramona-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$8.24			
82	Audio Book-Harry Potter and the order of the Phoenix-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$41.25			
83	Primary Audio Book Catalog & Processing Fee					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7.25			
84	DVD-KICKBOXING BASIC TECHNIQUES WITH DON THE DRAGON WILSON-P					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$20.93			
85	DVD-NATURE: CUBA'S WILD REVOLUTION-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$17.44			
86	DVD-QUAKERS: THAT OF GOD IN EVERYONE-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$17.42			
87	DVD-BLACK PANTHER-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$13.95			
88	DVD-AMERICAN EXPERIENCE: MR. TORNADO-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$17.44			
89	DVD-CROWN SEASON 3, THE-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$21.63			
90	DVD-LOVE AND MONSTERS-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7.67			
91	DVD-Billions: season five-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$23.73			
92	DVD-Riverdale: the complete fifth season-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$27.91			
93	DVD-Doctor Who: the complete thirteenth series-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$20.93			
94	DVD-DINOSAURS ALIVE!-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$17.42			
95	DVD-ALICE IN WONDERLAND-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10.46			



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Line	Description					
96	DVD-ANGRY BIRDS MOVIE, THE-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$6.97			
97	DVD-INCREIBLES, THE-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$13.95			
98	DVD-PAW PATROL: READY, RACE, RESCUE-Primary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7.67			
99	Primary DVD Catalog & Processing Fee					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$4.95			
100	Free form line for items covered by scope but not listed					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			

OFFER AGREEMENT

1. INTENT:

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with Library Materials and Related Services on an "as required basis" by issue of Delivery Order ("DO"). Pima County intends to award a primary, secondary, and tertiary Contractor, per Group or line item, **if available**. Primary award will be to low bid, meeting all specifications, terms, and conditions; the secondary award will be to the next lowest bid, meeting all specifications, terms, and conditions, and tertiary award to the next lowest bid, meeting all specifications, terms, and conditions.

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

Although the solicitation may identify particular County Departments, unless otherwise documented by the executed contract, only the Pima County Public Library (PCPL) may utilize the resulting agreement.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Amendments, Instructions to Offerors, Standard Terms and Conditions, and this Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS:

The initial term of the MA will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised MA document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties.

3. CONTRACTOR MINIMUM QUALIFICATIONS:

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

MQ Line#	MINIMUM QUALIFICATIONS AND REQUIRED SUBMITTALS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirements and that verification documents are attached to response.
1.	<p>Contractor must currently (and for the last five (5) consecutive years) be providing the same/similar library materials and services listed herein for a large, multiple branch, public library system with urban, suburban, and rural locations.</p> <p>A current reference letter from at least one (1) library where these services are being performed must be submitted with your bid response. This letter shall confirm the services being provided and the five (5) consecutive years of service. A library contact name must be provided along with their telephone number and email address.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

Contractor must:

- A. be able to interface with the Pima County Integrated Library System (ILS) Sierra. (OCLC MARC records can be loaded into Sierra via the III Scheduler product).
- B. have technical support and customer service contacts.

- C. offer recyclable shipping materials, if possible.
- D. be able to fill complete orders (no partials) in a timely manner to be set by the library. No partial orders.
- E. offer the option of fully processed shelf ready or unprocessed materials depending on the needs of the library.
- F. provide at least a 40% discount on the majority of materials.
- G. offer free shipping with drop shipping to each location indicated by the order.
- H. offer materials in multiple languages, especially Spanish, for all formats.
- I. have Collection Development Specialists.
- J. have online ordering processes with API capabilities (preferred) and if not must be able to have ordering via EDIFACT.
- K. have EDIFACT invoicing.
- L. supply review sources connected to online material records.
- M. be able to supply OCLC MARC records with the OCLC number in the 001 MARC field. **Please reference Attachment B – Pima County Public Library Cataloging Procedures (34 Pages).**
- N. be able to supply materials that are updated annually, i.e., Travel and legal guides, GED, ASVAB test materials and Merk manual.
- O. provide training for online ordering system as needed.
- P. be able to accept credit card payments.
- Q. supply a 907 field with the bib record number so that the MARC records overlay when being loaded into the ILS (Sierra).
- R. update library holdings through and interface with OCLC weekly.
- S. have OCLC MARC records retrievable via FTP through their website as needed.
- T. search the PCPL catalog to make sure to catalog using the preferences of the library and to make sure to use the same call number as already established for added copies.
- U. accept damaged items (returned) within six months of receipt. Contractor must supply call tags for return of materials and credit voucher.
- V. provide analysis of library collection for diversity, equity, and inclusion.

GENERAL SERVICE SPECIFICATIONS:

Contractor must provide:

- W. PCPL's Collection Development Office (CDO) with a list of materials in carts and have the ability to use gridded templates for designating; quantity, funds and library location based on material profiles created by the librarians in CDO.
- X. advanced ordering, up to six months, for popular materials in multiple formats and age levels.
- Y. OCLC MARC records with the OCLC number in the 001 field and use API for ordering and EDIFACT for invoicing and FTP for retrieval of OCLC MARC records from Contractors website and interface with the library's ILS, (Sierra Scheduler Product) for the loading of bib and item records.
- Z. all materials that are ordered for processing should be fully cataloged and processed and drop shipped to location that they were ordered for. **See Attachment B – Pima County Public Library Cataloging Procedures and Attachment C - Processing Manual (15 Pages).**
- AA. all materials that are ordered as unprocessed should be sent to Technical Services for cataloging and processing. Cataloging and processing by the library.
- BB. materials shipped to locations ordered for and in recyclable boxes at least ¾ full.

5. SUSTAINABILITY:

In accordance with BOS Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** which of the following your business incorporates:

- Waste prevention/reduction or material recycling/reuse
- Alternative energy/fuels (such as solar/wind energy; bio-diesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration
- Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)
- Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules)
- Other practices which coincide with the County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County)

6. OFFER ACCEPTANCE & ORDER RELEASES:

County will accept offer(s) and execute this contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO to the Contractor. County will furnish the DO to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

7. ACCEPTANCE OF GOODS & SERVICES:

The County Department designated on the issued order DO will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

8. COMPENSATION & PAYMENT:

The MA issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the *Instructions to Offerors, Standard Terms and Conditions*, and Offer Agreement. County will make no payments for items not in the contract.

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

See Attachment A, Unit Prices/Pricing Pages (5 Pages). All items must be completed in each Group to be evaluated for an award.

Price Warranty. Contractor will give County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

This section is for items that Contractor did not list or price above but are within the defined scope of this contract. Contractor may provide these items under this contract, Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for the County must include the vendor's/manufacturer's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to the County i.e. $\text{Manufacturer's List Price} - (\text{List price} \times \text{Discount \%}) = \text{Discounted Unit Price}$. The resulting Unit Prices must be of similar discount off List Prices for those items specifically defined above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr List Price - (List price x Discount %) = Discounted Unit Price)
See Exhibits 1, 2, and 3	N/A	N/A	

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously defined unit pricing.

Standard Payment Term Net (30) is effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 Section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated DO to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Early Payment Discount.

Optional Early Payment Discount Percent: 0 % if payment tendered within N/A Days as indicated above.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's DO document.

All Invoice documents will reference the County's DO number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's order document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

9. DELIVERY:

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) on the DO document.

Delivery Locations are listed on the **Attachment D - Pima County Library Location List (2 Pages)**. Deliveries will Monday-Friday, 8:00 a.m. – 5:00 p.m., except holidays.

If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

10. TAXES, FEES, EXPENSES:

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

11. OTHER DOCUMENTS:

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-PO-2200071 including the Invitation for Bid, Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

- 12. INSURANCE:** The Insurance Requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Minimum Scope and Limits of Insurance:

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

Workers' Compensation (WC) and Employers' Liability – Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

Claim-Made Insurance Coverage - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Primary Insurance: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium.

Verification of Coverage:

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Approval and Modifications:

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

13. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:

Contractor acknowledges that it incorporates the following solicitation amendments in its offer and this contract:

Amendment #	Date	Amendment #	Date	Amendment #	Date
1	04/08/22				

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Is your firm SBE certified as defined by the solicitation "Instructions to Offerors" section? Yes No

(select one)

If Yes, have you included your certification document? Yes No N/A
(select one)

NOTE: If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

THIS SECTION INTENTIONALLY LEFT BLANK

15. BID/OFFER CERTIFICATION:CONTRACTOR LEGAL NAME: Brodart Co.BUSINESS ALSO KNOWN AS: N/AMAILING ADDRESS: 500 Arch StreetCITY/STATE/ZIP: Williamsport, PA 17701REMIT TO ADDRESS: L-3544CITY/STATE/ZIP: Columbus, OH 43260-0001CONTACT PERSON NAME/TITLE: Lisa Miosi / Vice President, Customer CarePHONE: 800.233.8467 FAX: 570.651.1639CONTACT PERSON EMAIL ADDRESS: bids@brodart.comEMAIL ADDRESS FOR ORDERS & CONTRACTS: bookscs@brodart.comCORPORATE HEADQUARTERS ADDRESS: 500 Arch Street, Williamsport, PA 17701WEBSITE: www.brodartbooks.com

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement will constitute a firm offer and upon the issuance of a MA document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's ["Other Documents"] section.

SIGNATURE: *Lisa Miosi* DATE: April 12, 2022

Lisa Miosi, Vice President, Customer Care

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFERPHONE AND EMAIL: 800.233.8467 / bids@brodart.com

County Attorney Contract Approval "As to Form"

PIMA COUNTY STANDARD TERMS AND CONDITIONS**1. OPENING:**

Pima County ("County") will publicly open responses on the date and at the location as stated in the *Invitation for Bid (IFB) or Request for Proposal (RFP)*. The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. County will open proposals so as to avoid disclosure of the contents of any proposal to competing Offerors during the evaluation process. County invites all interested parties to attend the bid opening.

2. EVALUATION:

County will evaluate responses to determine which are most advantageous to County considering conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If County makes an award, County will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that County determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, County will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

County, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in County Code Section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing proposed by Contractor.

3. AWARD NOTICE:

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals.

4. AWARD:

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. County reserves the right to reject any or all proposals, bids or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts are not exclusive, they are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each Offeror, by submission of a proposal, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein will govern, unless County accepts Contractor's terms in writing. No oral agreement or understanding will in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein will constitute unqualified acceptance of the terms and conditions of the resultant contract.

7. INTERPRETATION AND APPLICABLE LAW:

The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's will govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

8. WARRANTY:

Contractor warrants goods or services to be satisfactory and free from defects.

9. QUANTITY:

Contractor will not exceed or reduce the quantity of goods ordered without **written** permission from County in the form of a properly executed Master Agreement ("MA"), Purchase Order ("PO"), Delivery Order ("DO"), or Delivery Order Maximo ("DOM") revision or amendment as the County's Procurement Code requires. All quantities are estimates and County provides no guarantee regarding actual usage.

10. PACKING:

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

11. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County reserves the right to cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries, all at no cost to County. County reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor is not responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

12. SPECIFICATION CHANGES:

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless the contract states otherwise, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include such terms in its Unit Price proposal.

15. PAYMENT TERMS:

Payment terms are net thirty (30) days, unless the contract specifies otherwise.

16. ACCEPTANCE OF MATERIALS AND SERVICES:

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

In the event any item that Contractor furnishes in the performance of the contract should fail to conform to the specifications thereof, or to the sample that Contractor submitted, County may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to County, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, County has the right to purchase in the open market, in lieu thereof, a

corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the MA or Purchase Order ("PO") and the actual cost to County.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the MA, PO or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by County in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

19. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the County MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the County's agreement and required to satisfy particular Public Agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, County and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled *County Cooperative Agreements – Authorized Agencies*.

20. PATENT INDEMNITY:

Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:

Contractor will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the MA, PO or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

22. UNFAIR COMPETITION AND OTHER LAWS:

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

23. COMPLIANCE WITH LAWS:

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

24. ASSIGNMENT:

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

25. CANCELLATION FOR CONFLICT OF INTEREST:

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors**. During the performance of this contract, Contractor must 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.

27. NON-APPROPRIATION OF FUNDS:

County may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the County Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

28. PUBLIC RECORDS:

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms in the event of a contract award.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that

may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

31. NON-EXCLUSIVE:

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of County, which reserves the right to obtain like goods and services from other sources for any reason.

32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

County reserves the right to terminate any MA, PO, Delivery Order, DOM or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

34. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS:

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA, DO or DOM, PO, Offer Agreement or contract attached to a MA, PO, DO or DOM; these standard terms and conditions; any other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under the County Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

36. BOOK AND RECORDS:

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

37. COUNTERPARTS:

The parties may execute the MA or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that County does not have authority to enter into the MA or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

40. SUBCONTRACTORS:

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

Each provision of this Contract stands alone, and any provision of this Contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

43. CONTROL OF DATA PROVIDED BY COUNTY:

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

44. ISRAEL BOYCOTT CERTIFICATION:

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

Las Vegas-Clark County
LIBRARY
DISTRICT

11 April 2022

To Whom It May Concern:

I would like to express our gratitude for the expertise and support of the Brodart staff over the past several years, in providing shelf ready services to our library system.

Our libraries have benefited from the continued and ongoing guidance from your account management, collection development, and cataloging staff in achieving our critical goals for our patrons. We appreciate the timeliness of your responses to any questions that we have brought to your attention.

Brodart staff can always be counted on to respond quickly and address our concerns. We appreciate your partnership with us in maintaining our collections and creating new ones for branch projects. Our tasks as a large library system are not always easy and your staff helps keep our work flowing.

Your online tool, Bibz, is easy to use and have provided efficiencies in our internal workflow and ordering processes.

We look forward to working together with Brodart on our continued growth.

Thanks Much!

Rebecca Colbert

Head of Collections and Bibliographic Services
Las Vegas Clark County Library District
7060 W. Windmill Lane
Las Vegas NV 89113



Andrew Wright
Manager - Business
Dallas Public Library
1515 Young Street
Dallas, TX, 75201
4/10/2022

Dear Lori:

I just wanted to take a moment to express our gratitude for everything that the staff at Brodart has helped us achieve over the last 7 years at the Dallas Public Library as our system has grown and changed. We are looking forward to the remaining 3 yrs. of our existing contract. The last 2 years through the course of the pandemic presented us with many challenges but we were still able to complete 2 opening day collections as well as a third due to building and collection damage sustained through a winter storm. I know we will be availing ourselves of your selection services and knowledge again in the future. The work that your team put in on our behalf allowed us to complete the necessary ordering cycles quickly and efficiently, and everything was in place and ready to go come opening day for the branch we completed on the last contract.

Brodart's willingness to work with us on developing linked data services and implementing the provisions of URI's into our shelf ready data will strengthen the usefulness of our data going forward as the implementation and use of linked data evolves.

Finally, I would also like to express my gratitude on your willingness to work on the changes we need for our RFID project we now have fully automated material handling that allows us to maximize our turnaround time on all new materials delivered.

Again, thank you for all you do

Sincerely,

A handwritten signature in black ink that reads 'A. Wright'.

Andrew Wright
Manager - Business



EAST BATON ROUGE PARISH
LIBRARY

7711 Goodwood Boulevard
Baton Rouge, Louisiana 70806

April 11, 2022

Lori C. Gray
Director of Sales
Brodart Co.
500 Arch Street,
Williamsport, PA 17701

Dear Lori:

The East Baton Rouge Parish Library has been a Brodart Books customer well over a decade. Over the years we have come to appreciate the high level of service that we continually receive from Brodart. Because of you, our books arrive shelf-ready and get into the hands of our patrons within hours of arrival! Our dedicated Brodart Customer Care Team is very responsive and quick to resolve any issues that may pop up—even during Hurricane delivery and COVID supply-chain issues.

We also appreciate how our collaboration with Brodart allows us to come up with “twists” to existing services to meet our particular needs. This flexibility and willingness to work with our library sets Brodart apart from other vendors. We utilize the Compleat Book level of cataloging and processing. Brodart goes to great detail to ensure accurate cataloging and processing that consistently meets our local specifications. Our catalogers are especially appreciative of the care taken to meticulously code each book with our custom genre categories and Cutter conventions as well as work within our unique ILS. We receive the material in a timely manner and rarely do we have to do more than just check the material in and put them on the shelves.

We also utilize several McNaughton plans that provide material that is spot on; these plans allow us to get highly desirable books out there to our patrons when they want them and then let us clear them from our shelves when their popularity runs out.

We value our partnership with Brodart--the Compleat Book service and McNaughton service are an integral part of our service delivery process and help us complete our mission! Thank you for being all that you are!

Sincerely,

Mary Stein
Assistant Library Director of Administration

ATTACHMENT A - Unit Prices-Pricing Pages

IFB-PO-220071 Library Materials and Related Services

Item No.	Item/ Description			Est. Annual Quantity	Unit of Measure	Retail Unit Price	Discount	Sub-Total	Cataloging and Processing Fee	Extended Total
	Award will be to low bid by Group or by line item.									
	Group 1 - Books									
A	Adult hardcover books									
		Author	ISBN							
	All the Colors of Night	Krentz, Jayne Ann	9781984806819	2000	Each	\$27.00	46%	\$14.58	\$3.75	\$36,660.00
	American Traitor	Taylor, Brad	9780062886064	2000	Each	\$28.99	46%	\$15.65	\$3.75	\$38,809.20
	Before She Disappeared	Gardner, Lisa	9781524745042	2000	Each	\$27.00	46%	\$14.58	\$3.75	\$36,660.00
	Black Buck	Askaripour, Mateo	9780358380887	2000	Each	\$26.00	46%	\$14.04	\$3.75	\$35,580.00
	Bone Canyon	Goldberg, Lee	9781542042710	550	Each	\$24.95	46%	\$13.47	\$3.75	\$9,472.65
B	Adult trade paperback books									
	The Boy from the Woods	Coben, Harlan	9781538748206	2,000	Each	\$16.99	41%	\$10.02	\$3.75	\$27,548.20
	A Castaway in Cornwall	Klassen, Julie	9780764234224	2,000	Each	\$16.99	41%	\$10.02	\$3.75	\$27,548.20
	Girls from Da Hood 14	Hernandez, Treasure	9781645561170	2,000	Each	\$15.95	41%	\$9.41	\$3.75	\$26,321.00
	The Handmaid's Tale	Atwood, Margaret Eleanor	9780525435006	2,000	Each	\$15.95	12%	\$14.04	\$3.75	\$35,572.00
	The Institute	King, Stephen	9781982110581	2,000	Each	\$19.99	41%	\$11.79	\$3.75	\$31,088.20
C	Adult mass market paperback books									
	The Bachelor Cowboy	Clare, Jessica	9780593102022	2,000	Each	\$7.99	41%	\$4.71	\$3.75	\$16,928.20
	The Border	Winslow, Don	9780062664501	2,000	Each	\$9.99	41%	\$5.89	\$3.75	\$19,288.20
	Branded	Red, Eric	9780786046812	2,000	Each	\$8.99	41%	\$5.30	\$3.75	\$18,108.20
	Breaking Silence, Volume 10	Lackey, Mercedes ; Martin, Cody	9781982125196	2,000	Each	\$8.99	41%	\$5.30	\$3.75	\$18,108.20
	Crime of the Ancient Marinara	Cole, Stephanie	9780593097816	2,000	Each	\$7.99	41%	\$4.71	\$3.75	\$16,928.20
D	Adult large print hardcover books									
	All That Glitters	Steel, Danielle	9780593339169	2,000	Each	\$31.00	41%	\$18.29	\$3.75	\$44,080.00
	The Archer	Coelho, Paulo	9780593342534	2,000	Each	\$23.00	41%	\$13.57	\$3.75	\$34,640.00
	Conjure Women	Atakora, Afia	9781432880224	2,000	Each	\$31.99	0%	\$31.99	\$3.75	\$71,480.00

Item No.	Item/ Description		Est. Annual Quantity	Unit of Measure	Retail Unit Price	Discount	Sub-Total	Cataloging and Processing Fee	Extended Total	
	Award will be to low bid by Group or by line item.									Percent off Retail Unit Price
	Dark Queen Waiting	Doherty, Paul	9780727892775	2,000	Each	\$36.95	12%	\$32.52	\$3.75	\$72,532.00
	Daylight	Baldacci, David	9781538719022	2,000	Each	\$38.00	46%	\$20.52	\$3.75	\$48,540.00
E	Adult large print softcover books									
	Horsewoman	Patterson, James	9780316301626	2,000	Each	\$37.00	41%	\$21.83	\$3.75	\$51,160.00
	Becoming	Roberts, Nora	9781432893187	2,000	Each	\$38.99	0%	\$38.99	\$3.75	\$85,480.00
	Criminal mischief	Wood, Stuart	9780593459638	2,000	Each	\$30.00	41%	\$17.70	\$3.75	\$42,900.00
	Beautiful little fools	Cantor, Jullian	9780063211032	2,000	Each	\$21.99	41%	\$12.97	\$3.75	\$33,448.20
	Other family	Staub, Wendy Corsi	9780063211476	2,000	Each	\$21.99	41%	\$12.97	\$3.75	\$33,448.20
F	Adult Spanish books									
	Los testamentos / The Testaments	Atwood, Margaret	9788498389494	1,000	Each	\$22.95	12%	\$20.20	\$3.75	\$23,946.00
	El libro de Eva / The Book of Eve	Boulosa, Carmen	9786073193276	1,000	Each	\$18.95	41%	\$11.18	\$3.75	\$14,930.50
	La virgen en tus ojos	Etcheves, Florencia	9786070768231	1,000	Each	\$17.95	41%	\$10.59	\$3.75	\$14,340.50
	Hablar con extraños	Gladwell, Malcolm	9781644731390	1,000	Each	\$19.95	12%	\$17.56	\$3.75	\$21,306.00
	La madre de Frankenstein	Grandes, Almudena	9786070766459	1,000	Each	\$23.95	41%	\$14.13	\$3.75	\$17,880.50
G	Teen hardcover books									
	Soul of Cinder	Barton, Bree	9780062447746	1,000	Each	\$17.99	46%	\$9.71	\$3.75	\$13,464.60
	Court of Swans	Dickerson, Melanie	9780785234012	1,000	Each	\$18.99	12%	\$16.71	\$3.75	\$20,461.20
	Siege of Rage and Ruin	Wexler, Django	9780765397317	1,000	Each	\$19.99	46%	\$10.79	\$3.75	\$14,544.60
	Good Devils (Special Forces, Book 3), Volume 3	Lynch, Chris	9780545861687	1,000	Each	\$18.99	46%	\$10.25	\$3.75	\$14,004.60
	Heiress Apparently (Daughters of the Dynasty)	Ma, Diana	9781419749964	1,000	Each	\$17.99	46%	\$9.71	\$3.75	\$13,464.60
H	Teen trade paperback books									
	Beni's War	Stein, Tammar	9781541578876	1,000	Each	\$9.99	12%	\$8.79	\$3.75	\$12,541.20
	Boy Meets Hamster	Milano, Birdie	9781509848652	1,000	Each	\$9.99	41%	\$5.89	\$3.75	\$9,644.10
	Cane Warriors	Wheatle, Alex	9781617758553	1,000	Each	\$15.95	41%	\$9.41	\$3.75	\$13,160.50
	The Desert Prince	Sevigny, Alisha	9781459744325	1,000	Each	\$8.99	41%	\$5.30	\$3.75	\$9,054.10

Item No.	Item/ Description		Est. Annual Quantity	Unit of Measure	Retail Unit Price	Discount	Sub-Total	Cataloging and Processing Fee	Extended Total	
	Award will be to low bid by Group or by line item.									Percent off Retail Unit Price
	The Frozen Prince	Martineau, Maxym M	9781728229355	1,000	Each	\$10.99	41%	\$6.48	\$3.75	\$10,234.10
I	Teen mass market paperback books									
	Seven dirty secrets	Richards, Natalie D.	9781728215785	1,000	Each	\$10.99	41%	\$6.48	\$3.75	\$10,234.10
	Dear Martin	Stone, Nic	9781101939529	1,000	Each	\$9.99	12%	\$8.79	\$3.75	\$12,541.20
	American royals	McGee, Katharine	9781984830203	1,000	Each	\$10.99	41%	\$6.48	\$3.75	\$10,234.10
	Salaam, with love	Beg, Sara Sharaf	9780593482629	1,000	Each	\$9.99	41%	\$5.89	\$3.75	\$9,644.10
	Girl in Pieces	Glasgow, Kathleen	9781101934746	1,000	Each	\$10.99	12%	\$9.67	\$3.75	\$13,421.20
J	Teen Spanish books									
	Mas alla de las fronteras	Longoria, Margarita	9780593313237	200	Each	\$15.95	41%	\$9.41	\$3.75	\$2,632.10
	Seis de cuervos	Bardugo, Leigh	9788418359675	200	Each	\$24.99	41%	\$14.74	\$3.75	\$3,698.82
	Aristoteles y Dante se sumergen en las aguas del mundo	Saenz, Benjamin	9786070780509	200	Each	\$19.95	41%	\$11.77	\$3.75	\$3,104.10
	La montana del infierno	de Zarate, Marisol Ortiz	9788483437582	200	Each	\$10.95	41%	\$6.46	\$3.75	\$2,042.10
	Barsakh	Stranger, Simon	9786078469208	200	Each	\$6.95	41%	\$4.10	\$3.75	\$1,570.10
K	Children's hardcover books									
	Pete the Kitty: Ready, Set, Go-Cart!	Dean, James ; Dean, James ; Dean, Kimberly	9780062974051	2,000	Each	\$16.99	46%	\$9.17	\$3.75	\$25,849.20
	Pinkalicious: Happy Birthday!	Kann, Victoria ; Kann, Victoria	9780062840547	2,000	Each	\$16.99	46%	\$9.17	\$3.75	\$25,849.20
	The Pumpkin Patch	McNamara, Margaret ; Gordon, Mike	9781534485358	2,000	Each	\$17.99	46%	\$9.71	\$3.75	\$26,929.20
	Ranger Rick: I Wish I Was a Flamingo	Bové, Jennifer	9780062432353	2,000	Each	\$16.99	46%	\$9.17	\$3.75	\$25,849.20
	Ripley Readers Level3 Lib Edn Odd Ocean!	Believe It or Not!, Ripley's	9781609914516	2,000	Each	\$16.95	46%	\$9.15	\$3.75	\$25,806.00
L	Children's paperback books									
	Uni Paints a Rainbow (Uni the Unicorn)	Rosenthal, Amy Krouse	9781984850263	2,000	Each	\$8.99	46%	\$4.85	\$3.75	\$17,209.20
	Good Night, Noah	Walters, Eric ; Fernandes, Eugenie	9781459822252	2,000	Each	\$10.95	46%	\$5.91	\$3.75	\$19,326.00
	Happy Easter, Corduroy!	Freeman, Don ; Wheeler, Jody	9780593203750	2,000	Each	\$7.99	46%	\$4.31	\$3.75	\$16,129.20

Item No.	Item/ Description		Est. Annual Quantity	Unit of Measure	Retail Unit Price	Discount	Sub-Total	Cataloging and Processing Fee	Extended Total	
	Award will be to low bid by Group or by line item.									Percent off Retail Unit Price
	Little Worry	Brun-Cosme, Nadine ; Cocklico, Marion	9781534477469	2,000	Each	\$7.99	46%	\$4.31	\$3.75	\$16,129.20
	Five Little Chicks	Yaccarino, Dan ; Yaccarino, Dan	9780063037748	2,000	Each	\$6.99	46%	\$3.77	\$3.75	\$15,049.20
M	Children's Spanish books									
	Ella persistio en la ciencia	Clinton, Chelsea	9780593524879	200	Each	\$17.99	46%	\$9.71	\$3.75	\$2,692.92
	Bizococho y las llamitas	Capucilli, Alyssa	9780063071001	200	Each	\$16.99	46%	\$9.17	\$3.75	\$2,584.92
	La vida del agua		9780744059564	200	Each	\$19.99	46%	\$10.79	\$3.75	\$2,908.92
	Las Estaciones	Jaramillo, Susie	9781945635731	200	Each	\$9.99	46%	\$5.39	\$3.75	\$1,828.92
	Llama llama colores	Dewdney, Anna E.	9780593464052	200	Each	\$6.99	46%	\$3.77	\$3.75	\$1,504.92
								TOTAL GROUP 1:		\$1,430,074.07
	Group 2 - Audiobooks on CD									
N	Adult audiobooks on CD									
	Mercy	Baldacci, David	9781549160592	1,000	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
	One step too far	Gardner, Lisa	9781721387625	1,000	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
	Dream town	Baldacci, David	9781549160622	1,000	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
	Better off dead	Child, Lee	9780593452738	1,000	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
	Run Rose Run	Patterson, James	9781549164859	1,000	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
O	Teen audiobooks on CD									
	Eragon	Paolini, Christopher	9781400090686	400	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
	Ballad of songbirds and snakes	Collins, Suzanne	9781338635195	400	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
	Concrete Rose	Thomas, Angie	9780063004906	400	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
	Namesake	Young, Adrienne	9781250791092	400	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
	Spells trouble	Cast, P.C.	9781250803207	400	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
P	Children's audiobooks on CD									
	Sunlight on the snow leopard	Osborne, Mary Pope	9780593556177	600	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
	Beatryce prophecy	DiCamillo, Kate	9780593506103	600	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00

Item No.	Item/ Description		Est. Annual Quantity	Unit of Measure	Retail Unit Price	Discount	Sub-Total	Cataloging and Processing Fee	Extended Total	
	Award will be to low bid by Group or by line item.									Percent off Retail Unit Price
	Stuntboy in the meantime	Reynolds, Jason	9781797111797	600	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
	Out of my heart	Draper, Sharon	9781797128627	600	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
	Beezus and Ramona	Cleary, Beverly	9780061774058	600	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
	Harry Potter and the order of the Phoenix	Rowling, J.K.	9780807220290	600	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
TOTAL GROUP 2:										\$0.00
Group 3 - DVD's										
Q	Adult DVD's (1 or 2 disc)									
	KICKBOXING BASIC TECHNIQUES WITH DON THE DRAGON WILSON		812073026524	2,000	Each	\$0.00	20%	\$0.00	\$0.00	\$0.00
	NATURE: CUBA'S WILD REVOLUTION		841887043823	2,000	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
	QUAKERS: THAT OF GOD IN EVERYONE		818506027786	2,000	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
	BLACK PANTHER		786936856354	2,000	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
	AMERICAN EXPERIENCE: MR. TORNADO		841887043632	2,000	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
R	Adult DVD sets (3 or more discs)									
	CROWN SEASON 3, THE		043396569874	2,000	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
	LOVE AND MONSTERS		9786318417617	2,000	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
	Billions: season five		191329201213	2,000	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
	Riverdale: the complete fifth season		883929786473	2,000	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
	Doctor Who: the complete thirteenth series		883929787845	2,000	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
S	Children's DVD's									
	DINOSAURS ALIVE!		818506027731	2,000	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
	ALICE IN WONDERLAND		786936797985	2,000	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
	ANGRY BIRDS MOVIE, THE		043396446953	2,000	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
	INCREDIBLES, THE		786936244250	2,000	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
	PAW PATROL: READY, RACE, RESCUE		032429327017	2,000	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
TOTAL GROUP 3:										\$0.00

Items listed are a representation of example items Pima County Library may order.

	Item/ Description		Est. Annual Quantity	Unit of Measure	Retail Unit Price	Discount	Sub-Total	Cataloging and Processing Fee	Extended Total
Item No.	Award will be to low bid by Group or by line item.					Percent off Retail Unit Price	Cost to County		Sub-Total + Cataloging and Processing Fee x Est. Annual Quantity

OFFER AGREEMENT

1. INTENT:

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with Library Materials and Related Services on an "as required basis" by issue of Delivery Order ("DO"). Pima County intends to award a primary, secondary, and tertiary Contractor, per Group or line item, **if available**. Primary award will be to low bid, meeting all specifications, terms, and conditions; the secondary award will be to the next lowest bid, meeting all specifications, terms, and conditions, and tertiary award to the next lowest bid, meeting all specifications, terms, and conditions.

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

Although the solicitation may identify particular County Departments, unless otherwise documented by the executed contract, only the Pima County Public Library (PCPL) may utilize the resulting agreement.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Amendments, Instructions to Offerors, Standard Terms and Conditions, and this Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS:

The initial term of the MA will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised MA document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties.

3. CONTRACTOR MINIMUM QUALIFICATIONS:

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

MQ Line#	MINIMUM QUALIFICATIONS AND REQUIRED SUBMITTALS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirements and that verification documents are attached to response.
1.	<p>Contractor must currently (and for the last five (5) consecutive years) be providing the same/similar library materials and services listed herein for a large, multiple branch, public library system with urban, suburban, and rural locations.</p> <p>A current reference letter from at least one (1) library where these services are being performed must be submitted with your bid response. This letter shall confirm the services being provided and the five (5) consecutive years of service. A library contact name must be provided along with their telephone number and email address.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

Contractor must:

- A. be able to interface with the Pima County Integrated Library System (ILS) Sierra. (OCLC MARC records can be loaded into Sierra via the III Scheduler product).
- B. have technical support and customer service contacts.

- C. offer recyclable shipping materials, if possible.
- D. be able to fill complete orders (no partials) in a timely manner to be set by the library. No partial orders.
- E. offer the option of fully processed shelf ready or unprocessed materials depending on the needs of the library.
- F. provide at least a 40% discount on the majority of materials.
- G. offer free shipping with drop shipping to each location indicated by the order.
- H. offer materials in multiple languages, especially Spanish, for all formats.
- I. have Collection Development Specialists.
- J. have online ordering processes with API capabilities (preferred) and if not must be able to have ordering via EDIFACT.
- K. have EDIFACT invoicing.
- L. supply review sources connected to online material records.
- M. be able to supply OCLC MARC records with the OCLC number in the 001 MARC field. **Please reference Attachment B – Pima County Public Library Cataloging Procedures (34 Pages).**
- N. be able to supply materials that are updated annually, i.e., Travel and legal guides, GED, ASVAB test materials and Merk manual.
- O. provide training for online ordering system as needed.
- P. be able to accept credit card payments.
- Q. supply a 907 field with the bib record number so that the MARC records overlay when being loaded into the ILS (Sierra).
- R. update library holdings through and interface with OCLC weekly.
- S. have OCLC MARC records retrievable via FTP through their website as needed.
- T. search the PCPL catalog to make sure to catalog using the preferences of the library and to make sure to use the same call number as already established for added copies.
- U. accept damaged items (returned) within six months of receipt. Contractor must supply call tags for return of materials and credit voucher.
- V. provide analysis of library collection for diversity, equity, and inclusion.

GENERAL SERVICE SPECIFICATIONS:

Contractor must provide:

- W. PCPL’s Collection Development Office (CDO) with a list of materials in carts and have the ability to use gridded templates for designating; quantity, funds and library location based on material profiles created by the librarians in CDO.
- X. advanced ordering, up to six months, for popular materials in multiple formats and age levels.
- Y. OCLC MARC records with the OCLC number in the 001 field and use API for ordering and EDIFACT for invoicing and FTP for retrieval of OCLC MARC records from Contractors website and interface with the library’s ILS, (Sierra Scheduler Product) for the loading of bib and item records.
- Z. all materials that are ordered for processing should be fully cataloged and processed and drop shipped to location that they were ordered for. **See Attachment B – Pima County Public Library Cataloging Procedures and Attachment C - Processing Manual (15 Pages).**
- AA. all materials that are ordered as unprocessed should be sent to Technical Services for cataloging and processing. Cataloging and processing by the library.
- BB. materials shipped to locations ordered for and in recyclable boxes at least ¾ full.

5. SUSTAINABILITY:

In accordance with BOS Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** which of the following your business incorporates:

- Waste prevention/reduction or material recycling/reuse
- Alternative energy/fuels (such as solar/wind energy; bio-diesel; alternative fuels; hybrid vehicles) in your program’s preparation, transportation, and demonstration
- Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)
- Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules)
- Other practices which coincide with the County’s definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging “take back” practices; preference to firms located with Pima County)

6. OFFER ACCEPTANCE & ORDER RELEASES:

County will accept offer(s) and execute this contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO to the Contractor. County will furnish the DO to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

7. ACCEPTANCE OF GOODS & SERVICES:

The County Department designated on the issued order DO will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

8. COMPENSATION & PAYMENT:

The MA issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the *Instructions to Offerors*, *Standard Terms and Conditions*, and Offer Agreement. County will make no payments for items not in the contract.

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

See Attachment A, Unit Prices/Pricing Pages (5 Pages). All items must be completed in each Group to be evaluated for an award.

Price Warranty. Contractor will give County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

This section is for items that Contractor did not list or price above but are within the defined scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for the County must include the vendor's/manufacturer's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to the County i.e. $\text{Manufacturer's List Price} - (\text{List price} \times \text{Discount } \%) = \text{Discounted Unit Price}$. The resulting Unit Prices must be of similar discount off List Prices for those items specifically defined above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr List Price - (List price x Discount %) = Discounted Unit Price
Sustainable Shelves Program (See Baker & Taylor's Exhibit 7)	2	4/15/2022	N/A

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously defined unit pricing.

Standard Payment Term Net (30) is effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 Section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated DO to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Early Payment Discount.

Optional Early Payment Discount Percent: N/A % if payment tendered within N/A Days as indicated above.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's DO document.

All Invoice documents will reference the County's DO number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's order document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date; pursuant to A.R.S. § 11-622(C).

9. DELIVERY:

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) on the DO document.

Delivery Locations are listed on the **Attachment D - Pima County Library Location List (2 Pages)**. Deliveries will Monday-Friday, 8:00 a.m. – 5:00 p.m., except holidays.

If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

10. TAXES, FEES, EXPENSES:

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

11. OTHER DOCUMENTS:

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-PO-2200071 including the Invitation for Bid, Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

- 12. INSURANCE:** The Insurance Requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Minimum Scope and Limits of Insurance:

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

Workers' Compensation (WC) and Employers' Liability – Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

Claim-Made Insurance Coverage - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Primary Insurance: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium.

Verification of Coverage:

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Approval and Modifications:

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

13. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:

Contractor acknowledges that it incorporates the following solicitation amendments in its offer and this contract:

Amendment #	Date	Amendment #	Date	Amendment #	Date
No. 01	April 8, 2022				

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Is your firm SBE certified as defined by the solicitation "Instructions to Offerors" section? Yes No

(select one)

If Yes, have you included your certification document? Yes No

(select one)

NOTE: If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

THIS SECTION INTENTIONALLY LEFT BLANK

15. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: Baker & Taylor, LLC

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: 2810 Coliseum Centre Drive, Suite 300

CITY/STATE/ZIP: Charlotte, NC 28217

REMIT TO ADDRESS: P.O. Box 277930

CITY/STATE/ZIP: Atlanta, GA 30384-7930

CONTACT PERSON NAME/TITLE: Stefanie Kremer, Director, Pricing Services

PHONE: 704-998-3135 **FAX:** 704-998-3260

CONTACT PERSON EMAIL ADDRESS: stefanie.kremer@baker-taylor.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: orders@baker-taylor.com (orders), bids@baker-taylor.com

(contracts)

CORPORATE HEADQUARTERS ADDRESS: 2810 Coliseum Centre Drive, Suite 300, Charlotte, NC 28217

WEBSITE: www.baker-taylor.com (corporate site), http://ts360.baker-taylor.com (Title Source ordering site)

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement will constitute a firm offer and upon the issuance of a MA document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's ["Other Documents"] section.

SIGNATURE:  **DATE:** April 15, 2022

Stefanie Kremer, Director, Pricing Services, Baker & Taylor, LLC

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: 704-998-3135, stefanie.kremer@baker-taylor.com

County Attorney Contract Approval "As to Form"

PIMA COUNTY STANDARD TERMS AND CONDITIONS**1. OPENING:**

Pima County ("County") will publicly open responses on the date and at the location as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)*. The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. County will open proposals so as to avoid disclosure of the contents of any proposal to competing Offerors during the **evaluation** process. County invites all interested parties to attend the bid opening.

2. EVALUATION:

County will evaluate responses to determine which are most advantageous to County considering conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If County makes an award, County will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that County determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, County will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

County, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in County Code Section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing proposed by Contractor.

3. AWARD NOTICE:

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals.

4. AWARD:

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. County reserves the right to reject any or all proposals, bids or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts are not exclusive, they are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each Offeror, by submission of a proposal, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein will govern, unless County accepts Contractor's terms in writing. No oral agreement or understanding will in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein will constitute unqualified acceptance of the terms and conditions of the resultant contract.

7. INTERPRETATION AND APPLICABLE LAW:

The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's will govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

8. WARRANTY:

Contractor warrants goods or services to be satisfactory and free from defects.

9. QUANTITY:

Contractor will not exceed or reduce the quantity of goods ordered without **written** permission from County in the form of a properly executed Master Agreement ("MA"), Purchase Order ("PO"), Delivery Order ("DO"), or Delivery Order Maximo ("DOM") revision or amendment as the County's Procurement Code requires. All quantities are estimates and County provides no guarantee regarding actual usage.

10. PACKING:

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

11. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County reserves the right to cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries, all at no cost to County. County reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor is not responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

12. SPECIFICATION CHANGES:

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless the contract states otherwise, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include such terms in its Unit Price proposal.

15. PAYMENT TERMS:

Payment terms are net thirty (30) days, unless the contract specifies otherwise.

16. ACCEPTANCE OF MATERIALS AND SERVICES:

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

In the event any item that Contractor furnishes in the performance of the contract should fail to conform to the specifications thereof, or to the sample that Contractor submitted, County may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to County, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, County has the right to purchase in the open market, in lieu thereof, a

corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the MA or Purchase Order ("PO") and the actual cost to County.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the MA, PO or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by County in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

19. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the County MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the County's agreement and required to satisfy particular Public Agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, County and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled *County Cooperative Agreements – Authorized Agencies*.

20. PATENT INDEMNITY:

Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:

Contractor will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the MA, PO or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

22. UNFAIR COMPETITION AND OTHER LAWS:

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

23. COMPLIANCE WITH LAWS:

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

24. ASSIGNMENT:

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

25. CANCELLATION FOR CONFLICT OF INTEREST:

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors**. During the performance of this contract, Contractor must 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.

27. NON-APPROPRIATION OF FUNDS:

County may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the County Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

28. PUBLIC RECORDS:

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms in the event of a contract award.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that

may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

31. NON-EXCLUSIVE:

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of County, which reserves the right to obtain like goods and services from other sources for any reason.

32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

County reserves the right to terminate any MA, PO, Delivery Order, DOM or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

34. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS:

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA, DO or DOM, PO, Offer Agreement or contract attached to a MA, PO, DO or DOM; these standard terms and conditions; any other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under the County Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

36. BOOK AND RECORDS:

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

37. COUNTERPARTS:

The parties may execute the MA or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that County does not have authority to enter into the MA or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

40. SUBCONTRACTORS:

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

Each provision of this Contract stands alone, and any provision of this Contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

43. CONTROL OF DATA PROVIDED BY COUNTY:

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

44. ISRAEL BOYCOTT CERTIFICATION:

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

LIBRARY SERVICE CENTER
10500 W. 38th Ave.
Wheat Ridge, CO 80033
303.235.5275



Jefferson County
PUBLIC LIBRARY

jeffcolibrary.org

April 7, 2022

To Whom It May Concern,

Baker & Taylor has been providing Customized Library Services to Jefferson County Public Library for over five years, in addition to other products and services.

Major services that have been provided by B&T are:

- Customized Library Services (CLS)
- Collection Development materials carts and related services
- EDI invoicing
- MARC records - custom
- Opening day collections services

The Jefferson County Public Library System is located in Jefferson County, Colorado. We have 10 library locations and one bookmobile. We do not have a main library.

We have developed a very satisfactory working relationship with Baker & Taylor over the years. We would be pleased to serve as a reference for Baker & Taylor and can be contacted using the email address or phone number listed below:

Sincerely,

A handwritten signature in black ink, appearing to read 'Franca C. Rosen'.

Franca C. Rosen
Collections Manager
Franca.rosen@jeffcolibrary.org
303.275.2223

ATTACHMENT A - Unit Prices-Pricing Pages

IFB-PO-220071 Library Materials and Related Services

Item No.	Item/ Description		Est. Annual Quantity	Unit of Measure	Retail Unit Price	Discount	Sub-Total	Cataloging and Processing Fee	Extended Total	
	Award will be to low bid by Group or by line item.					Percent off Retail Unit Price	Cost to County		Sub-Total + Cataloging and Processing Fee x Est. Annual Quantity	
	Group 1 - Books									
A	Adult hardcover books									
		Author	ISBN							
	All the Colors of Night	Krentz, Jayne Ann	9781984806819	2000	Each	\$27.00	47.0%	\$14.31	\$3.95	\$36,520.00
	American Traitor	Taylor, Brad	9780062886064	2000	Each	\$28.99	47.0%	\$15.36	\$3.95	\$38,629.40
	Before She Disappeared	Gardner, Lisa	9781524745042	2000	Each	\$27.00	47.0%	\$14.31	\$3.95	\$36,520.00
	Black Buck	Askaripour, Mateo	9780358380887	2000	Each	\$26.00	47.0%	\$13.78	\$3.95	\$35,460.00
	Bone Canyon	Goldberg, Lee	9781542042710	550	Each	\$24.95	47.0%	\$13.22	\$3.95	\$9,445.43
B	Adult trade paperback books									
	The Boy from the Woods	Coben, Harlan	9781538748206	2,000	Each	\$16.99	10.0%	\$15.29	\$3.95	\$38,482.00
	A Castaway in Cornwall	Klassen, Julie	9780764234224	2,000	Each	\$16.99	41.0%	\$10.02	\$3.95	\$27,948.20
	Girls from Da Hood 14	Hernandez, Treasure	9781645561170	2,000	Each	\$15.95	41.0%	\$9.41	\$3.95	\$26,721.00
	The Handmaid's Tale	Atwood, Margaret Eleanor	9780525435006	2,000	Each	\$15.95	10.0%	\$14.36	\$3.95	\$36,610.00
	The Institute	King, Stephen	9781982110581	2,000	Each	\$19.99	10.0%	\$17.99	\$3.95	\$43,882.00
C	Adult mass market paperback books									
	The Bachelor Cowboy	Clare, Jessica	9780593102022	2,000	Each	\$7.99	41.0%	\$4.71	\$3.95	\$17,328.20
	The Border	Winslow, Don	9780062664501	2,000	Each	\$9.99	41.0%	\$5.89	\$3.95	\$19,688.20
	Branded	Red, Eric	9780786046812	2,000	Each	\$8.99	41.0%	\$5.30	\$3.95	\$18,508.20
	Breaking Silence, Volume 10	Lackey, Mercedes ; Martin, Cody	9781982125196	2,000	Each	\$8.99	41.0%	\$5.30	\$3.95	\$18,508.20
	Crime of the Ancient Marinara	Cole, Stephanie	9780593097816	2,000	Each	\$7.99	41.0%	\$4.71	\$3.95	\$17,328.20
D	Adult large print hardcover books									
	All That Glitters	Steel, Danielle	9780593339169	2,000	Each	\$31.00	41.0%	\$18.29	\$3.95	\$44,480.00
	The Archer	Coelho, Paulo	9780593342534	2,000	Each	\$23.00	41.0%	\$13.57	\$3.95	\$35,040.00
	Conjure Women	Atakora, Afia	9781432880224	2,000	Each	\$31.99	0.0%	\$31.99	\$3.95	\$71,880.00
	Dark Queen Waiting	Doherty, Paul	9780727892775	2,000	Each	\$36.95	10.0%	\$33.26	\$3.95	\$74,410.00
	Daylight	Baldacci, David	9781538719022	2,000	Each	\$38.00	47.0%	\$20.14	\$3.95	\$48,180.00
E	Adult large print softcover books									
	Horsewoman	Patterson, James	9780316301626	2,000	Each	\$37.00	41.0%	\$21.83	\$3.95	\$51,560.00
	The Becoming	Roberts, Nora	9781432893187	2,000	Each	\$38.99	0.0%	\$38.99	\$3.95	\$85,880.00
	Criminal mischief	Woods, Stuart	9780593459638	2,000	Each	\$30.00	41.0%	\$17.70	\$3.95	\$43,300.00
	Beautiful little fools	Cantor, Jullian	9780063211032	2,000	Each	\$21.99	41.0%	\$12.97	\$3.95	\$33,848.20
	Other family	Staub, Wendy Corsi	9780063211476	2,000	Each	\$21.99	41.0%	\$12.97	\$3.95	\$33,848.20
F	Adult Spanish books									
	Los testamentos / The Testaments	Atwood, Margaret	9788498389494	1,000	Each	\$22.95	10.0%	\$20.66	\$3.95	\$24,605.00
	El libro de Eva / The Book of Eve	Boulosa, Carmen	9786073193276	1,000	Each	\$18.95	10.0%	\$17.06	\$3.95	\$21,005.00
	La virgen en tus ojos	Etcheves, Florencia	9786070768231	1,000	Each	\$17.95	10.0%	\$16.16	\$3.95	\$20,105.00
	Hablar con extraños	Gladwell, Malcolm	9781644731390	1,000	Each	\$19.95	41.0%	\$11.77	\$3.95	\$15,720.50

Item No.	Item/ Description		Est. Annual Quantity	Unit of Measure	Retail Unit Price	Discount	Sub-Total	Cataloging and Processing Fee	Extended Total	
	Award will be to low bid by Group or by line item.									Percent off Retail Unit Price
	La madre de Frankenstein	Grandes, Almudena	9786070766459	1,000	Each	\$23.95	10.0%	\$21.56	\$3.95	\$25,505.00
G	Teen hardcover books									
	Soul of Cinder	Barton, Bree	9780062447746	1,000	Each	\$17.99	47.0%	\$9.53	\$3.95	\$13,484.70
	Court of Swans	Dickerson, Melanie	9780785234012	1,000	Each	\$18.99	47.0%	\$10.06	\$3.95	\$14,014.70
	Siege of Rage and Ruin	Wexler, Django	9780765397317	1,000	Each	\$19.99	47.0%	\$10.59	\$3.95	\$14,544.70
	Good Devils (Special Forces, Book 3), Volume 3	Lynch, Chris	9780545861687	1,000	Each	\$18.99	47.0%	\$10.06	\$3.95	\$14,014.70
	Heiress Apparently (Daughters of the Dynasty)	Ma, Diana	9781419749964	1,000	Each	\$17.99	47.0%	\$9.53	\$3.95	\$13,484.70
H	Teen trade paperback books									
	Beni's War	Stein, Tammar	9781541578876	1,000	Each	\$9.99	23.0%	\$7.69	\$3.95	\$11,642.30
	Boy Meets Hamster	Milano, Birdie	9781509848652	1,000	Each	\$9.99	41.0%	\$5.89	\$3.95	\$9,844.10
	Cane Warriors	Wheatle, Alex	9781617758553	1,000	Each	\$15.95	41.0%	\$9.41	\$3.95	\$13,360.50
	The Desert Prince	Sevigny, Alisha	9781459744325	1,000	Each	\$8.99	41.0%	\$5.30	\$3.95	\$9,254.10
	The Frozen Prince	Martineau, Maxym M	9781728229355	1,000	Each	\$10.99	41.0%	\$6.48	\$3.95	\$10,434.10
I	Teen mass market paperback books									
	Seven dirty secrets	Richards, Natalie D.	9781728215785	1,000	Each	\$10.99	41.0%	\$6.48	\$3.95	\$10,434.10
	Dear Martin	Stone, Nic	9781101939529	1,000	Each	\$9.99	41.0%	\$5.89	\$3.95	\$9,844.10
	American royals	McGee, Katharine	9781984830203	1,000	Each	\$10.99	41.0%	\$6.48	\$3.95	\$10,434.10
	Salaam, with love	Beg, Sara Sharaf	9780593482629	1,000	Each	\$9.99	41.0%	\$5.89	\$3.95	\$9,844.10
	Girl in Pieces	Glasgow, Kathleen	9781101934746	1,000	Each	\$10.99	41.0%	\$6.48	\$3.95	\$10,434.10
J	Teen Spanish books									
	Mas alla de las fronteras	Longoria, Margarita	9780593313237	200	Each	\$15.95	41.0%	\$9.41	\$3.95	\$2,672.10
	Seis de cuervos	Bardugo, Leigh	9788418359675	200	Each	\$24.99	10.0%	\$22.49	\$3.95	\$5,288.20
	Aristoteles y Dante se sumergen en las aguas del mundo	Saenz, Benjamin	9786070780509	200	Each	\$19.95	10.0%	\$17.96	\$3.95	\$4,381.00
	La montana del infierno	de Zarate, Marisol Ortiz	9788483437582	200	Each	\$10.95	41.0%	\$6.46	\$3.95	\$2,082.10
	Barsakh	Stranger, Simon	9786078469208	200	Each	\$6.95	41.0%	\$4.10	\$3.95	\$1,610.10
K	Children's hardcover books									
	Pete the Kitty: Ready, Set, Go-Cart!	Dean, James ; Dean, James ; Dean, Kimberly	9780062974051	2,000	Each	\$16.99	23.0%	\$13.08	\$3.95	\$34,064.60
	Pinkalicious: Happy Birthday!	Kann, Victoria ; Kann, Victoria	9780062840547	2,000	Each	\$16.99	47.0%	\$9.00	\$3.95	\$25,909.40
	The Pumpkin Patch	McNamara, Margaret ; Gordon, Mike	9781534485358	2,000	Each	\$17.99	47.0%	\$9.53	\$3.95	\$26,969.40
	Ranger Rick: I Wish I Was a Flamingo	Bové, Jennifer	9780062432353	2,000	Each	\$16.99	23.0%	\$13.08	\$3.95	\$34,064.60
	Ripley Readers Level3 Lib Edn Odd Ocean!	Believe It or Not!, Ripley's	9781609914516	2,000	Each	\$16.95	47.0%	\$8.98	\$3.95	\$25,867.00
L	Children's paperback books									
	Uni Paints a Rainbow (Uni the Unicorn)	Rosenthal, Amy Krouse	9781984850263	2,000	Each	\$8.99	23.0%	\$6.92	\$3.95	\$21,744.60
	Good Night, Noah	Walters, Eric ; Femandes, Eugenie	9781459822252	2,000	Each	\$10.95	10.0%	\$9.86	\$3.95	\$27,610.00
	Happy Easter, Corduroy!	Freeman, Don ; Wheeler, Jody	9780593203750	2,000	Each	\$7.99	23.0%	\$6.15	\$3.95	\$20,204.60
	Little Worry	Brun-Cosme, Nadine ; Cocklico, Marion	9781534477469	2,000	Each	\$7.99	23.0%	\$6.15	\$3.95	\$20,204.60

Item No.	Item/ Description		Est. Annual Quantity	Unit of Measure	Retail Unit Price	Discount	Sub-Total	Cataloging and Processing Fee	Extended Total	
	Award will be to low bid by Group or by line item.									Percent off Retail Unit Price
	Five Little Chicks	Yaccarino, Dan ; Yaccarino, Dan	9780063037748	2,000	Each	\$6.99	23.0%	\$5.38	\$3.95	\$18,664.60
M	Children's Spanish books									
	Ella persistio en la ciencia	Clinton, Chelsea	9780593524879	200	Each	\$17.99	23.0%	\$13.85	\$3.95	\$3,560.46
	Bizococho y las llamitas	Capucilli, Alyssa	9780063071001	200	Each	\$16.99	47.0%	\$9.00	\$3.95	\$2,590.94
	La vida del agua	Dorling, Kindersley Ltd	9780744059564	200	Each	\$19.99	47.0%	\$10.59	\$3.95	\$2,908.94
	Las Estaciones	Jaramillo, Susie	9781945635731	200	Each	\$9.99	23.0%	\$7.69	\$3.95	\$2,328.46
	Llama llama colores	Dewdney, Anna E.	9780593464052	200	Each	\$6.99	23.0%	\$5.38	\$3.95	\$1,866.46
	TOTAL GROUP 1:									\$1,510,607.19
	Group 2 - Audiobooks on CD									
N	Adult audiobooks on CD									
	Mercy	Baldacci, David	9781549160592	1,000	Each	\$40.00	45.0%	\$22.00	\$7.25	\$29,250.00
	One step too far	Gardner, Lisa	9781721387625	1,000	Each	\$36.99	45.0%	\$20.34	\$7.25	\$27,594.50
	Dream town	Baldacci, David	9781549160622	1,000	Each	\$50.00	45.0%	\$27.50	\$7.25	\$34,750.00
	Better off dead	Child, Lee	9780593452738	1,000	Each	\$45.00	45.0%	\$24.75	\$7.25	\$32,000.00
	Run Rose Run	Patterson, James	9781549164859	1,000	Each	\$50.00	45.0%	\$27.50	\$7.25	\$34,750.00
O	Teen audiobooks on CD									
	Eragon	Paolini, Christopher	9781400090686	400	Each	\$39.95	45.0%	\$21.97	\$7.25	\$11,689.00
	Ballad of songbirds and snakes	Collins, Suzanne	9781338635195	400	Each	\$44.99	45.0%	\$24.74	\$7.25	\$12,797.80
	Concrete Rose	Thomas, Angie	9780063004906	400	Each	\$27.99	45.0%	\$15.39	\$7.25	\$9,057.80
	Namesake	Young, Adrienne	9781250791092	400	Each	\$44.99	45.0%	\$24.74	\$7.25	\$12,797.80
	Spells trouble	Cast, P.C.	9781250803207	400	Each	\$45.99	45.0%	\$25.29	\$7.25	\$13,017.80
P	Children's audiobooks on CD									
	Sunlight on the snow leopard	Osborne, Mary Pope	9780593556177	600	Each	\$15.00	45.0%	\$8.25	\$7.25	\$9,300.00
	Beatryce prophecy	DiCamillo, Kate	9780593506103	600	Each	\$30.00	45.0%	\$16.50	\$7.25	\$14,250.00
	Stuntboy in the meantime	Reynolds, Jason	9781797111797	600	Each	\$19.99	45.0%	\$10.99	\$7.25	\$10,946.70
	Out of my heart	Draper, Sharon	9781797128627	600	Each	\$29.99	45.0%	\$16.49	\$7.25	\$14,246.70
	Beezus and Ramona	Cleary, Beverly	9780061774058	600	Each	\$14.99	45.0%	\$8.24	\$7.25	\$9,296.70
	Harry Potter and the order of the Phoenix	Rowling, J.K.	9780807220290	600	Each	\$75.00	45.0%	\$41.25	\$7.25	\$29,100.00
	TOTAL GROUP 2:									\$304,844.80
	Group 3 - DVD's									
Q	Adult DVD's (1 or 2 disc)									
	KICKBOXING BASIC TECHNIQUES WITH DON THE DRAGON WILSON		812073026524	2,000	Each	\$29.99	30.2%	\$20.93	\$4.95	\$51,766.04
	NATURE: CUBA'S WILD REVOLUTION		841887043823	2,000	Each	\$24.99	30.2%	\$17.44	\$4.95	\$44,786.04
	QUAKERS: THAT OF GOD IN EVERYONE		818506027786	2,000	Each	\$24.95	30.2%	\$17.42	\$4.95	\$44,730.20
	BLACK PANTHER		786936856354	2,000	Each	\$19.99	30.2%	\$13.95	\$4.95	\$37,806.04
	AMERICAN EXPERIENCE: MR. TORNADO		841887043632	2,000	Each	\$24.99	30.2%	\$17.44	\$4.95	\$44,786.04
R	Adult DVD sets (3 or more discs)									
	CROWN SEASON 3, THE		043396569874	2,000	Each	\$30.99	30.2%	\$21.63	\$4.95	\$53,162.04

Item No.	Item/ Description		Est. Annual Quantity	Unit of Measure	Retail Unit Price	Discount	Sub-Total	Cataloging and Processing Fee	Extended Total
	Award will be to low bid by Group or by line item.								
	LOVE AND MONSTERS	9786318417617	2,000	Each	\$10.99	30.2%	\$7.67	\$4.95	\$25,242.04
	Billions: season five	191329201213	2,000	Each	\$33.99	30.2%	\$23.73	\$4.95	\$57,350.04
	Riverdale: the complete fifth season	883929786473	2,000	Each	\$39.99	30.2%	\$27.91	\$4.95	\$65,726.04
	Doctor Who: the complete thirteenth series	883929787845	2,000	Each	\$29.98	30.2%	\$20.93	\$4.95	\$51,752.08
S	Children's DVD's								
	DINOSAURS ALIVE!	818506027731	2,000	Each	\$24.95	30.2%	\$17.42	\$4.95	\$44,730.20
	ALICE IN WONDERLAND	786936797985	2,000	Each	\$14.99	30.2%	\$10.46	\$4.95	\$30,826.04
	ANGRY BIRDS MOVIE, THE	043396446953	2,000	Each	\$9.99	30.2%	\$6.97	\$4.95	\$23,846.04
	INCREDIBLES, THE	786936244250	2,000	Each	\$19.99	30.2%	\$13.95	\$4.95	\$37,806.04
	PAW PATROL: READY, RACE, RESCUE	032429327017	2,000	Each	\$10.99	30.2%	\$7.67	\$4.95	\$25,242.04
Items listed are a representation of example items Pima County Library may order.							TOTAL GROUP 3:		\$639,556.96

OFFER AGREEMENT

1. INTENT:

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with Library Materials and Related Services on an "as required basis" by issue of Delivery Order ("DO"). Pima County intends to award a primary, secondary, and tertiary Contractor, per Group or line item, **if available**. Primary award will be to low bid, meeting all specifications, terms, and conditions; the secondary award will be to the next lowest bid, meeting all specifications, terms, and conditions, and tertiary award to the next lowest bid, meeting all specifications, terms, and conditions.

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

Although the solicitation may identify particular County Departments, unless otherwise documented by the executed contract, only the Pima County Public Library (PCPL) may utilize the resulting agreement.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Amendments, Instructions to Offerors, Standard Terms and Conditions, and this Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS:

The initial term of the MA will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised MA document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties.

3. CONTRACTOR MINIMUM QUALIFICATIONS:

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

MQ Line#	MINIMUM QUALIFICATIONS AND REQUIRED SUBMITTALS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirements and that verification documents are attached to response.
1.	<p>Contractor must currently (and for the last five (5) consecutive years) be providing the same/similar library materials and services listed herein for a large, multiple branch, public library system with urban, suburban, and rural locations.</p> <p>A current reference letter from at least one (1) library where these services are being performed must be submitted with your bid response. This letter shall confirm the services being provided and the five (5) consecutive years of service. A library contact name must be provided along with their telephone number and email address.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Reference letter attached.</p>

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

Contractor must:

- A. be able to interface with the Pima County Integrated Library System (ILS) Sierra. (OCLC MARC records can be loaded into Sierra via the ILL Scheduler product).
- B. have technical support and customer service contacts.

- C. offer recyclable shipping materials, if possible.
- D. be able to fill complete orders (no partials) in a timely manner to be set by the library. No partial orders.
- E. offer the option of fully processed shelf ready or unprocessed materials depending on the needs of the library.
- F. provide at least a 40% discount on the majority of materials.
- G. offer free shipping with drop shipping to each location indicated by the order.
- H. offer materials in multiple languages, especially Spanish, for all formats.
- I. have Collection Development Specialists.
- J. have online ordering processes with API capabilities (preferred) and if not must be able to have ordering via EDIFACT.
- K. have EDIFACT invoicing.
- L. supply review sources connected to online material records.
- M. be able to supply OCLC MARC records with the OCLC number in the 001 MARC field. **Please reference Attachment B – Pima County Public Library Cataloging Procedures (34 Pages).**
- N. be able to supply materials that are updated annually, i.e., Travel and legal guides, GED, ASVAB test materials and Merk manual.
- O. provide training for online ordering system as needed.
- P. be able to accept credit card payments.
- Q. supply a 907 field with the bib record number so that the MARC records overlay when being loaded into the ILS (Sierra).
- R. update library holdings through and interface with OCLC weekly.
- S. have OCLC MARC records retrievable via FTP through their website as needed.
- T. search the PCPL catalog to make sure to catalog using the preferences of the library and to make sure to use the same call number as already established for added copies.
- U. accept damaged items (returned) within six months of receipt. Contractor must supply call tags for return of materials and credit voucher.
- V. provide analysis of library collection for diversity, equity, and inclusion.

GENERAL SERVICE SPECIFICATIONS:

Contractor must provide:

- W. PCPL's Collection Development Office (CDO) with a list of materials in carts and have the ability to use gridded templates for designating; quantity, funds and library location based on material profiles created by the librarians in CDO.
- X. advanced ordering, up to six months, for popular materials in multiple formats and age levels.
- Y. OCLC MARC records with the OCLC number in the 001 field and use API for ordering and EDIFACT for invoicing and FTP for retrieval of OCLC MARC records from Contractors website and interface with the library's ILS, (Sierra Scheduler Product) for the loading of bib and item records.
- Z. all materials that are ordered for processing should be fully cataloged and processed and drop shipped to location that they were ordered for. **See Attachment B – Pima County Public Library Cataloging Procedures and Attachment C - Processing Manual (15 Pages).**
- AA. all materials that are ordered as unprocessed should be sent to Technical Services for cataloging and processing. Cataloging and processing by the library.
- BB. materials shipped to locations ordered for and in recyclable boxes at least ¾ full.

5. SUSTAINABILITY:

In accordance with BOS Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** which of the following your business incorporates:

- Waste prevention/reduction or material recycling/reuse
- Alternative energy/fuels (such as solar/wind energy; bio-diesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration
- Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)
- Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules)
- Other practices which coincide with the County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County)

6. OFFER ACCEPTANCE & ORDER RELEASES:

County will accept offer(s) and execute this contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO to the Contractor. County will furnish the DO to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

7. ACCEPTANCE OF GOODS & SERVICES:

The County Department designated on the issued order DO will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

8. COMPENSATION & PAYMENT:

The MA issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the *Instructions to Offerors*, *Standard Terms and Conditions*, and Offer Agreement. County will make no payments for items not in the contract.

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

See Attachment A, Unit Prices/Pricing Pages (5 Pages). All items must be completed in each Group to be evaluated for an award.

Price Warranty. Contractor will give County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

This section is for items that Contractor did not list or price above but are within the defined scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for the County must include the vendor's/manufacture's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to the County i.e. $\text{Manufacturer's List Price} - (\text{List price} \times \text{Discount } \%) = \text{Discounted Unit Price}$. The resulting Unit Prices must be of similar discount off List Prices for those items specifically defined above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr List Price - (List price x Discount %) = Discounted Unit Price)

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously defined unit pricing.

Standard Payment Term Net (30) is effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 Section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated DO to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Early Payment Discount.

Optional Early Payment Discount Percent: 0 % if payment tendered within Net 30 Days as indicated above.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's DO document.

All Invoice documents will reference the County's DO number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's order document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

9. DELIVERY:

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) on the DO document.

Delivery Locations are listed on the **Attachment D - Pima County Library Location List (2 Pages)**. Deliveries will Monday-Friday, 8:00 a.m. – 5:00 p.m., except holidays.

If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

10. TAXES, FEES, EXPENSES:

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

11. OTHER DOCUMENTS:

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-PO-2200071 including the Invitation for Bid, Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

- 12. INSURANCE:** The Insurance Requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Minimum Scope and Limits of Insurance:

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

Workers' Compensation (WC) and Employers' Liability – Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

Claim-Made Insurance Coverage - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Primary Insurance: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium.

Verification of Coverage:

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Approval and Modifications:

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

13. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:

Contractor acknowledges that it incorporates the following solicitation amendments in its offer and this contract:

Amendment #	Date	Amendment #	Date	Amendment #	Date
1	April 8, 2022				

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Is your firm SBE certified as defined by the solicitation "Instructions to Offerors" section? Yes No

(select one)

If Yes, have you included your certification document? Yes No
(select one)

NOTE: If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

THIS SECTION INTENTIONALLY LEFT BLANK

15. BID/OFFER CERTIFICATION:**CONTRACTOR LEGAL NAME:** Midwest Tape, LLC**BUSINESS ALSO KNOWN AS:** _____**MAILING ADDRESS:** 1417 Timberwolf Drive**CITY/STATE/ZIP:** Holland, Ohio 43528**REMIT TO ADDRESS:** P.O. Box 820**CITY/STATE/ZIP:** Holland, Ohio 43528**CONTACT PERSON NAME/TITLE:** Sue Bascuk, Vice President**PHONE:** 800-875-2785**FAX:** 800-444-6645**CONTACT PERSON EMAIL ADDRESS:** sbascul@midwesttapes.com**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** BIDRFPinfo@midwesttapes.com**CORPORATE HEADQUARTERS ADDRESS:** 1417 Timberwolf Drive, Holland, Ohio 43528**WEBSITE:** www.midwesttape.com

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement will constitute a firm offer and upon the issuance of a MA document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's ["Other Documents"] section.

SIGNATURE: **DATE:** 4-14-2022Sue Bascuk, Vice President**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER****PHONE AND EMAIL:** 800-875-2785; sbascuk@midwesttapes.com**County Attorney Contract Approval "As to Form"**

PIMA COUNTY STANDARD TERMS AND CONDITIONS**1. OPENING:**

Pima County ("County") will publicly open responses on the date and at the location as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)*. The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. County will open proposals so as to avoid disclosure of the contents of any proposal to competing Offerors during the **evaluation** process. County invites all interested parties to attend the bid opening.

2. EVALUATION:

County will evaluate responses to determine which are most advantageous to County considering conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If County makes an award, County will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that County determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, County will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

County, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in County Code Section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing proposed by Contractor.

3. AWARD NOTICE:

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals.

4. AWARD:

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. County reserves the right to reject any or all proposals, bids or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts are not exclusive, they are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each Offeror, by submission of a proposal, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein will govern, unless County accepts Contractor's terms in writing. No oral agreement or understanding will in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein will constitute unqualified acceptance of the terms and conditions of the resultant contract.

7. INTERPRETATION AND APPLICABLE LAW:

The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's will govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

8. WARRANTY:

Contractor warrants goods or services to be satisfactory and free from defects.

9. QUANTITY:

Contractor will not exceed or reduce the quantity of goods ordered without written permission from County in the form of a properly executed Master Agreement ("MA"), Purchase Order ("PO"), Delivery Order ("DO"), or Delivery Order Maximo ("DOM") revision or amendment as the County's Procurement Code requires. All quantities are estimates and County provides no guarantee regarding actual usage.

10. PACKING:

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

11. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County reserves the right to cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries, all at no cost to County. County reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor is not responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

12. SPECIFICATION CHANGES:

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless the contract states otherwise, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include such terms in its Unit Price proposal.

15. PAYMENT TERMS:

Payment terms are net thirty (30) days, unless the contract specifies otherwise.

16. ACCEPTANCE OF MATERIALS AND SERVICES:

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

In the event any item that Contractor furnishes in the performance of the contract should fail to conform to the specifications thereof, or to the sample that Contractor submitted, County may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to County, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, County has the right to purchase in the open market, in lieu thereof, a

corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the MA or Purchase Order ("PO") and the actual cost to County.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the MA, PO or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by County in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

19. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the County MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the County's agreement and required to satisfy particular Public Agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, County and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled *County Cooperative Agreements – Authorized Agencies*.

20. PATENT INDEMNITY:

Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:

Contractor will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the MA, PO or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

22. UNFAIR COMPETITION AND OTHER LAWS:

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

23. COMPLIANCE WITH LAWS:

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

24. ASSIGNMENT:

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

25. CANCELLATION FOR CONFLICT OF INTEREST:

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors**. During the performance of this contract, Contractor must 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.

27. NON-APPROPRIATION OF FUNDS:

County may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the County Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

28. PUBLIC RECORDS:

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential: Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms in the event of a contract award.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that

may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

31. NON-EXCLUSIVE:

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of County, which reserves the right to obtain like goods and services from other sources for any reason.

32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

County reserves the right to terminate any MA, PO, Delivery Order, DOM or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

34. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS:

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA, DO or DOM, PO, Offer Agreement or contract attached to a MA, PO, DO or DOM; these standard terms and conditions; any other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under the County Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

36. BOOK AND RECORDS:

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

37. COUNTERPARTS:

The parties may execute the MA or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that County does not have authority to enter into the MA or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

40. SUBCONTRACTORS:

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

Each provision of this Contract stands alone, and any provision of this Contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

43. CONTROL OF DATA PROVIDED BY COUNTY:

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

44. ISRAEL BOYCOTT CERTIFICATION:

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

Andrew Wright
Dallas Public Library
1515 Young Street
Dallas, TX, 75201
4/11/2022

To whom it may concern:

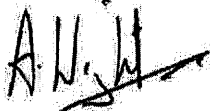
Dallas Public Library has been under contract with Midwest Tape for the purchase, cataloging, and processing of audiovisual materials (DVD, Blu-Ray, Compact Discs and Audio Books) since 2005. Currently we have just completed a new master agreement for a further 5 years for the supply of audiovisual materials MA-00017974.

The Dallas Public Library has an excellent customer relationship with Midwest Tape and have always found them responsive to our needs and demands for the supply of materials purchased from our operating funds, and bond funds for opening day collections. We also utilize their selection services to help us streamline our acquisitions process and to meet deadlines for opening day collections.

Material supplied by Midwest Tape has been extremely consistent in standards of processing, delivery times, and quality of supplied bibliographic records with MARC holdings. Midwest Tape has also worked with us to implement changes required by the library such as our recent RFID implementation.

Should you require further information my contact details are listed below.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Wright', with a horizontal line extending from the end of the signature.

Andrew Wright
Manager – Business

Tel: 214-671-9269

e-mail: Andrew.wright1@dallascityhall.com



April 14, 2022

Pima County Procurement Department
150 W. Congress, 5TH Floor
Tucson, AZ 85701

RE: IFB-PO-2200071 – Library Materials and Related Services

Midwest Tape values the opportunity to respond to the Pima County's IFB-PO-2200071 – Library Materials and Related Services. We seek to be evaluated as a media vendor specializing in non-print materials noted on Attachment A – Groups 2 (Audiobooks) & 3 (DVDs).

Per section 4. Product or Service Specifications & Scope - Midwest Tape can comply and support the Library in their needs with a few minor clarifications as follows:

F. DISCOUNTS – *provide at least 40% discount on the majority of materials.*

Midwest Tape will provide a discount rate of 30% on DVDs (including Blu-Ray DVDs as needed) and are represented via the Attachment A – Unit Prices Pricing Form. The discount rate noted will be applicable to all studio brands we offer for DVDs and Blu-Ray DVDs.

Audiobooks are sold at retail price and are not a discounted product line. Each Audiobook title is transferred into our patented SoundSafe™ Case, appropriately sized to house the titles' discs along with one-piece artwork, at no additional cost to the Library. We've offered a highly-competitive processing cost for added digital labeling services on the IFB pricing form.

M. CATALOGING – *be able to supply OCLC MARC records with the OCLC number in the 001 MARC field.*

Per Attachment B, Midwest Tape can provide the cataloging required for Fiction DVDs through our Full Level MARC Record with the OCLC number in the 001 MARC Field. For Non-Fiction audiovisual the library can provide the required spine label information directly within the order for exact spine label design. Please note that at present time, your library does provide that detail through their orders.

N. CONTENT – *be able to supply materials that are updated annually, i.e., Travel and legal guides, GED, ASVAB test materials and Merk manual.*

Please note that our collection of audiovisual materials span Adult, Children, Young Adult fiction and Non-Fiction titles. Travel videos and audiobooks are updated as released by producing studios or publishers. We do offer learning content that would support GED, ASVAB test information but not specific testing materials.

P. PAYMENT BY CREDIT CARDS – *be able to accept credit card payments.*

Midwest Tape can accept payment of invoices (Net 30 days ARO) via check or EFT/ACH electronic payment methods only.

ATTACHMENT A - Unit Prices-Pricing Pages

IFB-PO-220071 Library Materials and Related Services

Item No.	Item/Description		Est. Annual Quantity	Unit of Measure	Retail Unit Price	Discount	Sub-Total	Cataloging and Processing Fee	Extended Total
	Award will be to low bid by Group or by line item.					Percent off Retail Unit Price	Cost to County		Sub-Total + Cataloging and Processing Fee x Est. Annual Quantity
Group 1 - Books - FORMAT NOT APPLICABLE TO MIDWEST TAPE									
A	Adult hardcover books	Author	ISBN						
	All the Colors of Night	Krentz, Jayne Ann	9781984806819	2000	Each	\$0.00	10%	\$0.00	\$0.00
	American Traitor	Taylor, Brad	9780062886064	2000	Each	\$0.00	0%	\$0.00	\$0.00
	Before She Disappeared	Gardner, Lisa	9781524745042	2000	Each	\$0.00	0%	\$0.00	\$0.00
	Black Buck	Askaripour, Mateo	9780358380887	2000	Each	\$0.00	0%	\$0.00	\$0.00
	Bone Canyon	Goldberg, Lee	9781542042710	550	Each	\$0.00	0%	\$0.00	\$0.00
B	Adult trade paperback books - FORMAT NOT APPLICABLE TO MIDWEST TAPE								
	The Boy from the Woods	Coben, Harlan	9781538748206	2,000	Each	\$0.00	20%	\$0.00	\$0.00
	A Castaway in Cornwall	Klassen, Julie	9780764234224	2,000	Each	\$0.00	0%	\$0.00	\$0.00
	Girls from Da Hood 14	Hernandez, Treasure	9781645561170	2,000	Each	\$0.00	0%	\$0.00	\$0.00
	The Handmaid's Tale	Atwood, Margaret Eleanor	9780525435006	2,000	Each	\$0.00	0%	\$0.00	\$0.00
	The Institute	King, Stephen	9781982110581	2,000	Each	\$0.00	0%	\$0.00	\$0.00
C	Adult mass market paperback books - FORMAT NOT APPLICABLE TO MIDWEST TAPE								
	The Bachelor Cowboy	Clare, Jessica	9780593102022	2,000	Each	\$0.00	0%	\$0.00	\$0.00
	The Border	Winslow, Don	9780062664501	2,000	Each	\$0.00	0%	\$0.00	\$0.00
	Branded	Red, Eric	9780786046812	2,000	Each	\$0.00	0%	\$0.00	\$0.00
	Breaking Silence, Volume 10	Lackey, Mercedes ; Martin, Cody	9781982125196	2,000	Each	\$0.00	0%	\$0.00	\$0.00
	Crime of the Ancient Marinara	Cole, Stephanie	9780593097816	2,000	Each	\$0.00	0%	\$0.00	\$0.00
D	Adult large print hardcover books - FORMAT NOT APPLICABLE TO MIDWEST TAPE								
	All That Glitters	Steel, Danielle	9780593339169	2,000	Each	\$0.00	0%	\$0.00	\$0.00
	The Archer	Coelho, Paulo	9780593342534	2,000	Each	\$0.00	0%	\$0.00	\$0.00
	Conjure Women	Atakora, Afia	9781432880224	2,000	Each	\$0.00	0%	\$0.00	\$0.00
	Dark Queen Waiting	Doherty, Paul	9780727892775	2,000	Each	\$0.00	0%	\$0.00	\$0.00
	Daylight	Baldacci, David	9781538719022	2,000	Each	\$0.00	0%	\$0.00	\$0.00
E	Adult large print softcover books - FORMAT NOT APPLICABLE TO MIDWEST TAPE								
	Horsewoman	Patterson, James	9780316301626	2,000	Each	\$0.00	0%	\$0.00	\$0.00
	Becoming	Roberts, Nora	9781432893187	2,000	Each	\$0.00	0%	\$0.00	\$0.00
	Criminal mischief	Wood, Stuart	9780593459638	2,000	Each	\$0.00	0%	\$0.00	\$0.00
	Beautiful little fools	Cantor, Julian	9780063211032	2,000	Each	\$0.00	0%	\$0.00	\$0.00
	Other family	Staub, Wendy Corsi	9780063211476	2,000	Each	\$0.00	0%	\$0.00	\$0.00
F	Adult Spanish books - FORMAT NOT APPLICABLE TO MIDWEST TAPE								
	Los testamentos / The Testaments	Atwood, Margaret	9788498389494	1,000	Each	\$0.00	0%	\$0.00	\$0.00
	El libro de Eva / The Book of Eve	Bouloosa, Carmen	9786073193276	1,000	Each	\$0.00	0%	\$0.00	\$0.00
	La virgen en tus ojos	Etcheves, Florencia	9786070768231	1,000	Each	\$0.00	0%	\$0.00	\$0.00
	Hablar con extraños	Gladwell, Malcolm	9781644731390	1,000	Each	\$0.00	0%	\$0.00	\$0.00
	La madre de Frankenstein	Grandes, Almudena	9786070766459	1,000	Each	\$0.00	0%	\$0.00	\$0.00
G	Teen hardcover books - FORMAT NOT APPLICABLE TO MIDWEST TAPE								
	Soul of Cinder	Barton, Bree	9780062447746	1,000	Each	\$0.00	0%	\$0.00	\$0.00
	Court of Swans	Dickerson, Melanie	9780785234012	1,000	Each	\$0.00	0%	\$0.00	\$0.00

Item No.	Item/ Description		Est. Annual Quantity	Unit of Measure	Retail Unit Price	Discount	Sub-Total	Cataloging and Processing Fee	Extended Total
	Award will be to low bid by Group or by line item.					Percent off Retail Unit Price	Cost to County		Sub-Total + Cataloging and Processing Fee x Est. Annual Quantity
	Siege of Rage and Ruin	Wexler, Django	9780765397317	1,000	Each	\$0.00	0%	\$0.00	\$0.00
	Good Devils (Special Forces, Book 3), Volume 3	Lynch, Chris	9780545861687	1,000	Each	\$0.00	0%	\$0.00	\$0.00
	Heiress Apparently (Daughters of the Dynasty)	Ma, Diana	9781419749964	1,000	Each	\$0.00	0%	\$0.00	\$0.00
H	Teen trade paperback books - FORMAT NOT APPLICABLE TO MIDWEST TAPE								
	Beni's War	Stein, Tammar	9781541578876	1,000	Each	\$0.00	0%	\$0.00	\$0.00
	Boy Meets Hamster	Milano, Birdie	9781509848652	1,000	Each	\$0.00	0%	\$0.00	\$0.00
	Cane Warriors	Wheatle, Alex	9781617758553	1,000	Each	\$0.00	0%	\$0.00	\$0.00
	The Desert Prince	Sevigny, Alisha	9781459744325	1,000	Each	\$0.00	0%	\$0.00	\$0.00
	The Frozen Prince	Martineau, Maxym M	9781728229355	1,000	Each	\$0.00	0%	\$0.00	\$0.00
I	Teen mass market paperback books - FORMAT NOT APPLICABLE TO MIDWEST TAPE								
	Seven dirty secrets	Richards, Natalie D.	9781728215785	1,000	Each	\$0.00	0%	\$0.00	\$0.00
	Dear Martin	Stone, Nic	9781101939529	1,000	Each	\$0.00	0%	\$0.00	\$0.00
	American royals	McGee, Katharine	9781984830203	1,000	Each	\$0.00	0%	\$0.00	\$0.00
	Salaam, with love	Beg, Sara Sharaf	9780593482629	1,000	Each	\$0.00	0%	\$0.00	\$0.00
	Girl in Pieces	Glasgow, Kathleen	9781101934746	1,000	Each	\$0.00	0%	\$0.00	\$0.00
J	Teen Spanish books - FORMAT NOT APPLICABLE TO MIDWEST TAPE								
	Mas alla de las fronteras	Longoria, Margarita	9780593313237	200	Each	\$0.00	0%	\$0.00	\$0.00
	Seis de cuervos	Bardugo, Leigh	9788418359675	200	Each	\$0.00	0%	\$0.00	\$0.00
	Aristoteles y Dante se sumergen en las aguas del mundo	Saenz, Benjamin	9786070780509	200	Each	\$0.00	0%	\$0.00	\$0.00
	La montana del infierno	de Zarate, Marisol Ortiz	9788483437582	200	Each	\$0.00	0%	\$0.00	\$0.00
	Barsakh	Stranger, Simon	9786078469208	200	Each	\$0.00	0%	\$0.00	\$0.00
K	Children's hardcover books - FORMAT NOT APPLICABLE TO MIDWEST TAPE								
	Pete the Kitty: Ready, Set, Go-Cart!	Dean, James ; Dean, James ; Dean, Kimberty	9780062974051	2,000	Each	\$0.00	0%	\$0.00	\$0.00
	Pinkalicious: Happy Birthday!	Kann, Victoria ; Kann, Victoria	9780062840547	2,000	Each	\$0.00	0%	\$0.00	\$0.00
	The Pumpkin Patch	McNamara, Margaret ; Gordon, Mike	9781534485358	2,000	Each	\$0.00	0%	\$0.00	\$0.00
	Ranger Rick: I Wish I Was a Flamingo	Bové, Jennifer	9780062432353	2,000	Each	\$0.00	0%	\$0.00	\$0.00
	Ripley Readers Level3 Lib Edn Odd Ocean!	Believe It or Not!, Ripley's	9781609914516	2,000	Each	\$0.00	0%	\$0.00	\$0.00
L	Children's paperback books - FORMAT NOT APPLICABLE TO MIDWEST TAPE								
	Uni Paints a Rainbow (Uni the Unicorn)	Rosenthal, Amy Krouse	9781984850263	2,000	Each	\$0.00	0%	\$0.00	\$0.00
	Good Night, Noah	Walters, Eric ; Femandes, Eugenie	9781459822252	2,000	Each	\$0.00	0%	\$0.00	\$0.00
	Happy Easter, Corduroy!	Freeman, Don ; Wheeler, Jody	9780593203750	2,000	Each	\$0.00	0%	\$0.00	\$0.00
	Little Worry	Brun-Cosme, Nadine ; Cocklico, Marion	9781534477469	2,000	Each	\$0.00	0%	\$0.00	\$0.00
	Five Little Chicks	Yaccarino, Dan ; Yaccarino, Dan	9780063037748	2,000	Each	\$0.00	0%	\$0.00	\$0.00
M	Children's Spanish books - FORMAT NOT APPLICABLE TO MIDWEST TAPE								
	Ella persistio en la ciencia	Clinton, Chelsea	9780593524879	200	Each	\$0.00	0%	\$0.00	\$0.00
	Bizococho y las llamitas	Capucilli, Alyssa	9780063071001	200	Each	\$0.00	0%	\$0.00	\$0.00
	La vida del agua		9780744059564	200	Each	\$0.00	0%	\$0.00	\$0.00
	Las Estaciones	Jaramillo, Susie	9781945635731	200	Each	\$0.00	0%	\$0.00	\$0.00
	Llama llama colores	Dewdney, Anna E.	9780593464052	200	Each	\$0.00	0%	\$0.00	\$0.00
								TOTAL GROUP 1:	\$0.00

Item No.	Item/ Description		Est. Annual Quantity	Unit of Measure	Retail Unit Price	Discount	Sub-Total	Cataloging and Processing Fee	Extended Total	
	Award will be to low bid by Group or by line item.					Percent off Retail Unit Price	Cost to County		Sub-Total + Cataloging and Processing Fee x Est. Annual Quantity	
	Group 2 - Audiobooks on CD									
N	Adult audiobooks on CD									
	Mercy	Baldacci, David	9781549160592	1,000	Each	\$39.99	0%	\$39.99	\$3.44	\$43,430.00
	One step too far	Gardner, Lisa	9781721387625	1,000	Each	\$36.99	0%	\$36.99	\$3.44	\$40,430.00
	Dream town	Baldacci, David	9781549160622	1,000	Each	\$49.99	0%	\$49.99	\$3.44	\$53,430.00
	Better off dead	Child, Lee	9780593452738	1,000	Each	\$44.99	0%	\$44.99	\$3.44	\$48,430.00
	Run Rose Run	Patterson, James	9781549164859	1,000	Each	\$49.99	0%	\$49.99	\$3.44	\$53,430.00
O	Teen audiobooks on CD									
	Eragon	Paolini, Christopher	9781400090686	400	Each	\$39.99	0%	\$39.99	\$3.44	\$17,372.00
	Ballad of songbirds and snakes	Collins, Suzanne	9781338635195	400	Each	\$44.99	0%	\$44.99	\$3.44	\$19,372.00
	Concrete Rose	Thomas, Angie	9780063004906	400	Each	\$27.99	0%	\$27.99	\$3.44	\$12,572.00
	Namesake	Young, Adrienne	9781250791092	400	Each	\$44.99	0%	\$44.99	\$3.44	\$19,372.00
	Spells trouble	Cast, P.C.	9781250803207	400	Each	\$44.99	0%	\$44.99	\$3.44	\$19,372.00
P	Children's audiobooks on CD									
	Sunlight on the snow leopard	Osborne, Mary Pope	9780593556177	600	Each	\$14.99	0%	\$14.99	\$3.44	\$11,058.00
	Beatrice prophecy (Midwest Tape does not have this title in collection)	DiCamillo, Kate	9780593506103	600	Each	\$0.00	0%	\$0.00	\$0.00	\$0.00
	Stuntboy in the meantime	Reynolds, Jason	9781797111797	600	Each	\$19.99	0%	\$19.99	\$3.44	\$14,058.00
	Out of my heart	Draper, Sharon	9781797128627	600	Each	\$29.99	0%	\$29.99	\$3.44	\$20,058.00
	Beezus and Ramona	Cleary, Beverly	9780061774058	600	Each	\$14.99	0%	\$14.99	\$3.44	\$11,058.00
	Harry Potter and the order of the Phoenix	Rowling, J.K.	9780807220290	600	Each	\$74.99	0%	\$74.99	\$3.44	\$47,058.00
								TOTAL GROUP 2:		\$430,500.00
	Group 3 - DVD's									
Q	Adult DVD's (1 or 2 disc)									
	KICKBOXING BASIC TECHNIQUES WITH DON THE DRAGON WILSON		812073026524	2,000	Each	\$29.99	30%	\$20.99	\$3.45	\$48,886.00
	NATURE: CUBA'S WILD REVOLUTION		841887043823	2,000	Each	\$24.99	30%	\$17.49	\$3.45	\$41,886.00
	QUAKERS: THAT OF GOD IN EVERYONE		818506027786	2,000	Each	\$24.99	30%	\$17.49	\$3.45	\$41,886.00
	BLACK PANTHER		786936856354	2,000	Each	\$19.99	30%	\$13.99	\$3.45	\$34,886.00
	AMERICAN EXPERIENCE: MR. TORNADO		841887043632	2,000	Each	\$24.99	30%	\$17.49	\$3.45	\$41,886.00
R	Adult DVD sets (3 or more discs)									
	CROWN SEASON 3, THE		043396569874	2,000	Each	\$30.99	30%	\$21.69	\$6.10	\$55,586.00
	LOVE AND MONSTERS		9786318417617	2,000	Each	\$14.99	30%	\$10.49	\$6.10	\$33,186.00
	Billions: season five		191329201213	2,000	Each	\$39.99	30%	\$27.99	\$6.10	\$68,186.00
	Riverdale: the complete fifth season		883929786473	2,000	Each	\$44.99	30%	\$31.49	\$6.10	\$75,186.00
	Doctor Who: the complete thirteenth series		883929787845	2,000	Each	\$31.99	30%	\$22.39	\$6.10	\$56,986.00
S	Children's DVD's									
	DINOSAURS ALIVE!		818506027731	2,000	Each	\$29.99	30%	\$20.99	\$3.45	\$48,886.00
	ALICE IN WONDERLAND		786936797985	2,000	Each	\$14.99	30%	\$10.49	\$3.45	\$27,886.00
	ANGRY BIRDS MOVIE, THE		43396446953	2,000	Each	\$9.99	30%	\$6.99	\$3.45	\$20,886.00
	INCREDIBLES, THE		786936244250	2,000	Each	\$32.99	30%	\$23.09	\$3.45	\$53,086.00
	PAW PATROL: READY, RACE, RESCUE		032429327017	2,000	Each	\$14.99	30%	\$10.49	\$3.45	\$27,886.00
	Items listed are a representation of example items Pima County Library may order.							TOTAL GROUP 3:		\$677,190.00