



# City of Peoria, Arizona

## Notice of Request for Proposal



Request for Proposal No: P09-0023 **B** Proposal Due Date: November 20, 2008

Materials and/or Services: Library Materials and Processing Services Proposal Time: 5:00 P.M. AZ Time

Contact: **Athena Bonner**

Project No: Location: City of Peoria, Materials Management Phone: (623) 773-7115

Mailing Address: 8314 West Cinnabar Avenue, Peoria, AZ 85345

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the *entire* Request for Proposal Package.

### OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Name: \_\_\_\_\_ Telephone: 800-875-2785 Fax: 800-444-6645

Midwest Tape, LLC \_\_\_\_\_  
Company Name Authorized Signature for Offer

6950 Hall Street \_\_\_\_\_  
Address Printed Name

Holland OH 43528 \_\_\_\_\_  
City State Zip Code Title

Vice President

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

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

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

Attested by: \_\_\_\_\_  
Mary Jo Kief, City Clerk

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

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

CC: \_\_\_\_\_

Stephen M. Kemp, City Attorney

Contract Number: **CON 00309**

Contract Awarded Date: 1/9/09

Official File: \_\_\_\_\_

Herman F. Koebergen, Materials Manager



**A CON 00309**

	<b>SOLICITATION AMENDMENT</b>	<b>Materials Management Procurement</b> 8314 West Cinnabar Avenue Peoria, Arizona 85345-6560 Telephone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation No: P09-0023 Description: Library Materials and Processing Amendment No: One (1) Solicitation Due Date: November 20, 2008 Solicitation Due Time: 5:00PM Arizona Time	<b>Buyer: Athena Bonner</b>

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

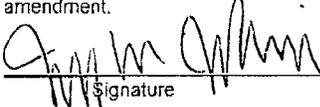
Special Terms and Conditions, Item 10, Proposal Format, first sentence is hereby corrected to read:

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

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

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

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

Vendor hereby acknowledges receipt and agreement with the amendment.  Signature _____ Date <u>11/14/2008</u> <u>Jeff Jankowski, Vice President</u> Typed Name and Title <u>Midwest Tape, LLC</u> Company Name <u>6950 Hall St.; Holland, OH</u> Address  <u>Holland</u> <u>Ohio</u> <u>43528</u> City                                      State                                      Zip	The above referenced Solicitation Amendment is hereby Executed  November 4, 2008  at Peoria, Arizona   Athena Bonner Contract Officer
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November 6, 2008

To: City of Peoria, Arizona

RE: Request for Proposal P09-0023  
Library Materials

All of us at Midwest Tape are excited about the opportunity to supply the DVD, CD music and Audiobook (Spoken Word) needs to the City of Peoria on behalf of the Peoria Public Library. We believe we can meet, and in many cases exceed, the requirements contained in your Request for Proposal.

Our strengths are listening to our customers, streamlining workflows of librarians and providing excellent customer service. Following are a few key aspects of our service that have enabled us to become the largest supplier of DVD products to Public Libraries throughout North America:

- We only do business with Public Libraries.
- We answer our telephone – we do not have voicemail. One call usually satisfies your need.
- We only have one building with all customer support under one roof.
- Our website is considered to be the “friendliest” when it comes to DVD, Music CD and Audiobook product lookup.
- Reviews for DVD and CD music products including music sound bytes are prominent features on our website.
- Browsing our site is efficient and intuitive. Lists can be sorted, filtered and easily moved to a cart.
- All titles in our database have OCLC MARC records and control numbers.
- The quality of our VIP (Variable Integrated Processing) is unmatched.
- New release DVD products are supplied before street date.
- Our discounts are competitive along with value-added services that offer further cost savings.
- We are an Equal Opportunity Employer
- Our inventory is substantial and will provide the necessary quantities required by the Peoria Public Library.
- Free freight is offered to one point of delivery to the Peoria Public Library.

This letter certifies our formal response to the City of Peoria's request for proposal noted above. The signature below acknowledges full authority to enter into contractual agreements. We are in compliance with the Special Terms and Conditions specified in the RFP.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Jankowski".

Jeff Jankowski  
Vice-President

**Attachments:**

- Attachment No. 01 – Midwest Tape Response to Request for Proposal P09-0023, Library Materials and Processing Services
- Attachment No. 02 – R required references
- Attachment No. 03 – Category Discounts and Fees
- Exhibit A1 – VIP Processing Brochure for Music
- Exhibit B – VIP Processing Brochure for DVDs
- Exhibit C – VIP Processing Brochure for Audiobooks
- Exhibit D – Cataloging Brochure for Music
- Exhibit E – Cataloging Brochure for DVDs
- Exhibit F – Cataloging Brochure for Audiobooks
- Exhibit G – Standing Order Brochure Music
- Exhibit H – Standing Order Brochure DVDs
- Exhibit I – Standing Order Brochure Audiobooks



Attachment No. 01

**Midwest Tape Response to  
Request for Proposal  
P09-0023 Library Materials**

The following response to Proposal No: P09-0023 is for DVD, CD Music, Audiobook and any similar products that may be offered by Midwest Tape in the future.

**Response to Proposal Format (10.a.i.-v.) pgs. 9 - 10:**

**Understanding of the Scope of Work: including the plan and method of approach to accomplish the Scope of Work.**

Midwest Tape distributes 230,000 entertainment, children's, informational, educational, series, sets and documentary DVDs, Music CD and Audiobook (Spoken Word) titles of primary interest to over 10,000 Public Libraries throughout the United States and Canada. Our only customers are public libraries whom we have serviced exclusively for over 20 years.

We work with over 600 DVD Labels and 2000 Music Labels, and more than 90 Audiobook Publishers such as Warner Brothers, Disney, Sony, HBO, Facets, Schlessinger, Atlantic Records, Arista, Brilliance, Listen & Live, Oasis, Naxos and many more

All product is supplied from one warehouse that includes all administrative offices, located at 6950 Hall Street, Holland, Ohio. The total number of employees at this location exceeds 310 including all customer support. Bill Hartman, will be the representative for the Peoria Public Library.



Bill Hartman, Account Executive

Email: [billh@midwesttapes.com](mailto:billh@midwesttapes.com)

800-875-2785

4 years of service at Midwest Tape

Problem solution assistance as needed with contractual, open or unresolved issues.

In addition to basic product fulfillment, we offer several value-added services (described below) to completely satisfy the total needs of our customers.

**Ordering**

Midwest Tape can receive orders from Peoria Public Library via X.12-EDI, EDIFACT, paper selection lists, printed purchase orders,

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telefacsimile, email, telephone, website, or mail. Multiple accounts can be created to handle different order format profiles set up by Peoria Public Library. Examples of this might include rush orders, children's, non-fiction, non-processing, opening day, and feature film. Multiple accounts allow us to have different processing and cataloging instructions to meet the needs of Peoria Public Library. We can provide the option of firm orders or continuation (standing order plans), please see "Added Value Services" below.

We are fully compatible with SIRSI System to accommodate electronic ordering and invoicing. Free brief records can be downloaded from our website to create order records in your acquisitions system. 9xx order data (such as quantity, fund, and location) can be included in the free brief records.

Midwest Tape is also fully compatible with the Polaris System and can assist the Library in the transition of the ILS System. We do not charge the library any fees for that assistance. Randy Selhorst will assist the library through this transition.



Randy Selhorst, ILS Coordinator  
Email: [randys@midwestapes.com](mailto:randys@midwestapes.com)  
13 years of service with Midwest Tape  
Randy will assist with the coordination between Midwest Tape and Peoria Public Library.

**Shipping**

Free delivery will be provided for all shipments. Shipments will be made via UPS, F.O.B. Destination.

**Invoicing**

One invoice will accompany all shipments to the Peoria Public library. Invoices list quantity, title, stock number, publisher, media, fund, branch distribution, retail, discounted price and extended price.

**Cancellation and Backorder Reports**

Cancellation and Preorder/Backorder reports can be viewed from our website. This information can be accessed via our website at any time. Our staff would be more than happy to guide Peoria staff members through the use of this process. We also provide mailed, once per month, copies to the appropriate staff members of the Peoria Public Library.



### **Credits and Returns**

Midwest Tape provides a hassle-free return policy. We guarantee every DVD, Music CD and Audiobook we sell for one year against shipping damage and manufacturer defects.

Midwest Tape will provide call tags to pick up any defective product due to manufacturer, product damaged during shipping, product incorrectly processed or any mis-picked items, and replace them at no charge to the library. Any product mis-ordered by the library will be handled on a case-by-case basis; however, in most instances we will pick up and replace with the correct item. Midwest Tape will either issue a call tag or issue a credit memo based on the library's needs. Call tags can be sent by USPS or email, according to your preference. This process will be handled through your Customer Service Representative.

### **Error Rate**

Midwest Tape will comply with the required error rate of less than 4%. The average error rate is less than 0.5%. Due to our responsive Customer Service Staff, any concerns will be dealt with immediately and to the satisfaction of the Peoria Public Library.

### **Customer Service**

Midwest Tape takes great pride in responding to telephone calls in "real" time. We have no voicemail except after hours. Telephone lines are open from 8a.m. to 6p.m. E.S.T., Monday through Friday. Someone always answers the call and will redirect it to the proper individual or take a callback message if the assigned person is busy with another customer. Whether by telephone, email or mail we will comply with the 24-hour response requirement. We have only one number for all calls – 800-875-2785.

Judy Sumner, Customer Service Manager, will be assigned to the Peoria Public Library for any orders, deliveries, claims, invoices, credits, cancellations and rush order needs.

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Judy Sumner, Head of Customer Service

Email: [judys@midwesttapes.com](mailto:judys@midwesttapes.com)

800-875-2785

13 years of service at Midwest Tape

Will assist with orders, deliveries, claims, invoices, credits, cancellations and rush order needs.

### **Midwest Tape Website**

Access to Midwest Tape's website, [www.midwesttapes.com](http://www.midwesttapes.com), provides for free, unlimited logins for Peoria Public Library selectors and other designated staff. The website offers total Searching, Browsing, Cart Building, video and text tutorials, DVD and CD music reviews including music sound bytes, miscellaneous service information and local library management of the site use.

Traditional Browsing provides for easy access to new titles, collections, categories, street date calendars, series and our vast number of foreign languages. A new Smart Search/Browse functionality offers the ability to do a more comprehensive, intuitive search that searches not only title or people but now can search by category names, series, collections, studios and more. All product results are listed on one page that can contain up to 5,000 titles. All data fields can be filtered for availability, release date, and product rating. You can also sort all data columns to suit your needs. Whether you are Searching or Browsing the site, the functionality enables easy movement of selected items into shopping carts.

All bibliographic records include thumbnails of artwork that can be opened and enlarged completely, down to the fine print. Title data includes all attributes for DVD, CD music and audiobook listings: stock#, OCLC MARC record availability, street date (where applicable), ISBN (when available), UPC#, publisher #, OCLC# (all listings), retail price and your discounted price. Records also include the Rotten Tomatoes rating and reading meter, plus access to all review information. In addition, we have recently added All Music Guide reviews and sound bytes to the music records.

Cart building is a function of creating a cart, naming it and selecting it from a "drop down" menu as the location for selected materials. Our new Smart Cart offers total management of cart titles from a single page. Columns can be sorted by stock#, title, box office, version, genre, media, sales rank, quantity and price; the cart value is summarized; brief MARC records and/or full OCLC records can be downloaded; carts can be shared among users; branch distribution templates and fund designation are supported; product art and descriptors can be viewed; and Rotten



## Attachment No. 01

Tomatoes reviews , as well as music reviews, can be accessed. All of this functionality is facilitated through the use of various “tabs” when a cart title is highlighted. Carts can be copied, deleted, merged, printed or sent to others for approval and/or order placement.

Our website is also capable of indicating if an item has ever been purchased or is in another cart of the current user. Users can click on an icon indicator that will take them to the detailed information of a previous order or other cart. Users can also view carts of others in the Open Carts section of the Search Orders function in the Settings tab. In addition, using an Open URL enables a user to check the library’s OPAC for existing holdings by any or all of the following indexed match points - ISBN, OCLC Number, UPC Code and title.

A user has the ability to see whether a title is available, has limited availability (some inventory available but will be out of print soon) or is out-of-print. All order activity is updated in “real” time and can be accessed online through the Search Orders link in the Settings section of the Home Page. Our site alerts users whether the item has been ordered before and links to the order and shows when it shipped with the purchase and order number information.

Our website does not reference “on hand” inventory quantities at this time. However, you can determine availability, limited availability and unavailable items. Our procurement system is such that it provides for 100% delivery of all required new release quantities as stated earlier. Backlist material available from studios is turned around in 5-20 days. This process will enable us to meet the required fill rates specified in this document.

Midwest Tape’s website has full capability to interface with the major ILS systems to support electronic ordering, MARC record delivery and electronic invoicing. 9xx holdings information contained in order records can be pre-programmed to be included in MARC data exchanged with OCLC to provide for creation of acquisition system order records and to facilitate FTP order transmissions.

### **Manuals and Training**

Our website which is very intuitive and library friendly. We do offer onsite or WebEx training for selectors/users at no charge. The website also contains video and text tutorials to facilitate ongoing training. Midwest Tape will assist with the implementation of our website for use by staff at Peoria Public Library. Training will be provided as requested at no charge to the library. Questions that arise between training sessions can be directed to our support staff at 1-800-875-2785.

**Value-Added Services**

- **Processing** – Midwest Tape VIP (Variable Integrated Processing). This innovative program eliminates the need for labels by digitally imaging your specifications directly on the artwork. All library and MARC record information can be added seamlessly. Some of the advantages of VIP include greater processing accuracy, faster delivery of processed materials, save on label costs, high quality digital images, and it services as a theft deterrent. Please see **Exhibits A, B & C** for brochures of our VIP Processing samples for each format. Based on the information provided on page 17 for processing services, costs are as follows which includes spine labeling, genre labeling, barcode application, property labeling, disc hub labeling and application and activation of 3M RFID tag

**Single DVD: \$3.40**

**Single Music Disc: \$3.00**

**Double disc DVD: \$3.65**

**Double Music Disc: \$3.25**

**Audiobooks: \$5.00 flat rate**

- Rachael Steffen, Processing Coordinator will be available to the Peoria Public Library for implementation and coordination of processing services.



Rachael Steffen, Processing Coordinator

Email: [rrsteffen@midwesttapes.com](mailto:rrsteffen@midwesttapes.com)

800-875-2785

4 years of service at Midwest Tape

Rachael will assist with the set up, implementation and problem resolution of processing services.

- **Cataloging** – Midwest Tape offers three levels of cataloging services on a per-title basis: No-charge Brief records that can be downloaded at the time of order from our website; \$1.20 OCLC Unedited Records – these records are more detailed than the Brief records, but not tailored to the library’s practices; OCLC Customized MARC Records – these are customized specifically to the Library’s specifications and the average cost is \$6.00. It is important to remember that the cost of Customized Records will be affected by the requirements of the library. The cost stated previously is only an average cost. As an original member of the OCLC Partner’s Program, Midwest Tape has been the originator of nearly all-new DVD records for

the past five years. As soon as new titles are entered into our database, we create a Level K record, assign an OCLC number and send it along with the artwork to OCLC. Generally, this occurs two to five months prior to street date. OCLC is committed to completing the OCLC record six to eight weeks prior to street date. This enables Midwest Tape to provide OCLC unedited or custom MARC records for all product supplied by us. Please see **Exhibits D, E, & F** for the brochure of our Cataloging Service Options for both DVD, Music CD and Audiobooks.

- Ashley Henman, Cataloging Coordinator, will be of assistance to Peoria Library.



Ashley Henman, Cataloging Coordinator

Email: [ashleyh@midwesttapes.com](mailto:ashleyh@midwesttapes.com)

800-875-2785

4 years of service

Ashley provides the technical support and coordination of the Partner's Program, unedited records and free brief records. Any changes to Cataloging services will be coordinated through Ashley.

- **Project Management Reports** – no other fees apply.
- **Customized Standing orders** – Midwest Tape offers a Customized Standing Order program designed to allow for the flexibility to support a variety of selection plans for the Peoria Public Library. This service delivers customized selection lists based upon various plan profiles of library collection needs. Lists are sent as internet carts every two weeks enabling the library to edit and select all materials. No automatic shipments are made. The library has complete control over this process. All DVD high demand, popular, feature films, children's, fiction, non-fiction titles are strategically monitored from 3-5 months prior to release date by our Purchasing Department. CD Music notifications occur 2 – 3 months prior to release and Audiobook notifications occur bi-weekly as much as 9 months before release date. This enables us to continually increase "on order" quantities with the manufacturers. The basis for our inventory begins with the known required quantities of our standing order customers plus the pre-release regular orders from the total customer base.

The number of plans/profiles is at the discretion of Peoria Public Library. Midwest Tape will work with the selection staff to prepare and monitor plans/profiles on an ongoing basis.

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Adjustments, as required, will be done quickly. Assurance of accurate and complete delivery of required service and quantities can be depended upon. Libraries are our only customers and what is ordered for each individual customer is assigned to that customer when received. Please see **Exhibits G, H, & I** for the brochures of our Customized Standing Order Options for both DVD, Music CD and Audiobooks. The following personnel will be available to coordinate and set up the Standing Order Plans for each format:



Mike Rankin, Coordinator CD Customized Standing Orders

Email: [miker@midwesttapes.com](mailto:miker@midwesttapes.com)

800-875-2785

4 years of service with Midwest Tape

Mike will assist with the implementation of any Music CD Selection List and/or Standing Order services or issues.



Kate Krisjanis, Audio book Marketing Supervisor

Email: [kmkrisjanis@midwesttapes.com](mailto:kmkrisjanis@midwesttapes.com)

800-875-2785

6 years of service with Midwest Tape

Kate provides the coordination and set up of Library's Audiobook Customized Standing Order programs and Collection Development needs.



Laura Peitz, DVD Customized Standing Orders

Email: [lpeitz@midwesttapes.com](mailto:lpeitz@midwesttapes.com)

800-875-2785

7 years of service

Laura provides the set up of DVD Customized Standing Order plans.

- **Open URL** – Midwest Tape provides using an Open URL which enables a user to check the library's OPAC for existing holdings by any or all of the following indexed match points - ISBN, OCLC Number, UPC Code and title. This feature can be set up at no charge upon request.
- **Search Z39.50** - We've built a Z39.50 interface to our entire product catalog that will allow you to perform searches from within any Z39.50-compliant software, including nearly all



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library asset management systems. This feature can be set up at no charge upon request.

- **Supplies** – A full list of supplies is available on our website. Our Customer Service Staff would be more than happy to assist your staff in locating this information.

iii. **Inventory and speed of delivery:**

Midwest Tape distributes 230,000 entertainment, children's, informational, educational, series, sets and documentary DVDs, Music CD and Audiobook (Spoken Word) titles of primary interest to over 10,000 Public Libraries throughout the United States and Canada.

Our inventory contains all popular "new release" titles prior to "street date" to facilitate shelf-ready delivery prior to "street date." In addition, we inventory over 30,000 backlist titles consisting of 600,000 units. This inventory, complemented by our backorder system, supports a consistent fill rate of 95% or higher within 40 days of order placement. Midwest Tape's inventory provides for a 100% fill rate for all popular "new release" titles to ship prior to "street date" to facilitate shelf-ready delivery prior to "street date." Items that Midwest Tape does not have in stock are immediately backordered and generally obtained from the studios/music labels within 5-15 business days from receipt of order. This supports a consistent shelf-ready fill rate of 95% or higher within 40 days of order placement.

Rush orders will be accommodated for Peoria Public Library, and if necessary, a separate account to handle this type of order can be created. All priority, rush pre-processed items will be sent via UPS (United Parcel Service) to arrive within the specified time frame.

**Discounts Offered:**

**Offered discount percentage:**

DVD – 25% maximum/20% minimum off MSRP.

CD – 25% maximum/20% minimum off MSRP except for Universal Music products which will be sold at 0% of MSRP.

Audiobook – sold at retail price; shipped in Midwest Tape's patented, library-friendly SoundSafe Case.



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**References from Similar Services completed within the last five (5) years:**

See Questionnaire (page 19 of 19, Proposal No.P08-0016) attached.

Attachment 3  
Category Discounts and Fees

FORMAT	DISCOUNT FROM MSRP	SINGLE DISC PROCESSING	DOUBLE DISC PROCESSING	BRIEF MARC RECORD	UNEDITED MARC RECORD	CUSTOMIZED MARC RECORD
DVD	25%	\$3.40	\$3.65	Free from website	\$1.20 per title	\$6.00 average**per title
Music CDs	25%*	\$3.00	\$3.25	Free from website	\$1.20 per title	\$6.00 average**per title
Audiobooks	Sold at Retail Price including repackaging into Midwest Tape SoundSafe cases and coverart.	\$5.00 flat rate		Free from website	\$1.20 per title	\$6.00 average**per title

\*Universal Music titles are discounted 10% off of MSRP.

\*\*The cost of Customized Marc Records is determined by OCLC and is contingent upon the needs of the Library. A price quote can be created for the library when cataloging requirements are provided. The cost noted above is ONLY and average cost.



# REQUEST FOR PROPOSAL

## INSTRUCTIONS TO OFFEROR

### Materials Management Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

#### 1. PREPARATION OF PROPOSAL:

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

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

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

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

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

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

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

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

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

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

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

#### 12. AWARD OF CONTRACT:

a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:

- (1) Waive any immaterial defect or informality; or
- (2) Reject any or all proposals, or portions thereof, or
- (3) Reissue a *Request For Proposal*

c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

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

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
  - a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
  - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

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

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

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

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

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who



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provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.



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11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all pervious agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contact. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without



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its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order: riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practical and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.



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18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
- Waive the non-conformance.
  - Stop the work immediately.
  - Bring material into compliance.
- This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.



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29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P09-0023**

### Materials Management Procurement

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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Library Books (all types), Music CDs, and Video/DVD/Spoken Word for the Peoria Public Library.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
5. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.  
  
Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
6. **Contract Type:** Fixed Price Term Indefinite Quantity
7. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months
9. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
10. **Proposal Format:** Proposals shall be submitted in one (1) original and four (4) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. The proposals should be submitted in the maximum length requirements as specified:
  - a. Proposal Content - the following items shall be addressed in the technical proposal submission.
    - i. Understanding of the Scope of Work; including the plan and method of approach to accomplish the Scope of Work. (8 pages maximum)
    - ii. Firm/Staff Experience



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- iii. Work plan and task schedule to accomplish the required Scope of Work; including delivery time.
  - iv. Fee, to include price indicators by category, the discount offered off of the current publishers price list and information on any exceptions to the discounts. Also, provide fees for customized cataloging and processing services and project management support.
  - v. Anticipated City involvement for successful completion of the required Scope of Work.
  - vi. References from Similar Projects completed within the last five (5) years.
11. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
12. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror(s) whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
- a. Project Understanding and Project Approach.
  - b. Experience/Projects.
  - c. Fee
  - d. Conformance to Request for Technical Proposals.
13. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
14. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. PRICES SHALL NOT BE READ. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
15. **Shipping Terms:** Prices shall be *F.O.B. Destination* to any location in the City of Peoria, delivered to the specified receiving point as required by the customer agency at the time of order. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
16. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
17. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.



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18. **Taxes:** Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices.
19. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
20. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice
21. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
22. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
23. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
24. **Payments:** The City shall pay the Contractor based upon work performed and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
25. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
26. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A- or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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

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

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

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

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



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

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

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

### 27. Required Insurance Coverage:

#### a. Commercial General Liability

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

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

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

Any Contractor subcontracting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

#### b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

#### c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P09-0023**

### Materials Management Procurement

8314 West Cinnabar Avenue  
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Phone: (623) 773-7115  
Fax: (623) 773-7118

Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

28. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

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

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

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

30. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

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



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0023

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sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. **Other Benefits**

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

31. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
  - If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
32. **Unifier Project Management System:** Awarded vendors may be required to utilize the City's Project Management System, Unifier, for the management of business processes and information regarding the awarded contract. Unifier is an on-line application and will be made available to awarded vendors at no additional charge. Vendors will utilize Unifier to submit and process information to the City such as: Field Change Order Requests, RFI's, Submittals, Payment Applications, Meeting Minutes, etc. Training will be offered to the vendors at no additional charge.
33. **Confidential Information:**
- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
  - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
  - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
  - If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
34. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0023

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

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

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

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

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

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

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

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

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

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P09-0023**

### Materials Management Procurement

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- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
- i. Deduction from an unpaid balance;
  - ii. Collection against the bid and/or performance bond, or;
  - iii. Any combination of the above or any other remedies as provided by law.

40. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

a. Transportation:

- i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
- ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).

b. Lodging and Meals:

- i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
- ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.com/accommodations.php>



## SCOPE OF WORK

Solicitation Number: P09-0023

### Materials Management Procurement

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

#### I. Purpose

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

#### II. Scope of Services

1. The City currently uses the "SIRSI" system for all library books and other media. Any service offered must be compatible with the SIRSI system. In late 2009, the Library will be moving to the "Polaris" system so vendors must be compatible with this system also.
2. The City shall be placing orders for new and continuation products.
3. The City Library is a member of the On Line Computer Library Center, Inc. (OCLC), and all bibliographic records shall be obtained through the OCLC and then loaded onto the City's SIRSI database.
4. The Contractor shall provide an electronic system which allows for ordering all books and media electronically. This system shall be updated continuously to provide the most current version of all books and media.
5. The Contractor shall provide custom cataloging and processing to include:
  - A. Project Management Support
  - B. Possession stamping – with appropriate Library Name
  - C. Security tags for theft detection – 3M RFID tags and programming
  - D. Call number labels
  - E. Bibliographic records – from OCLC
  - F. Mylar jackets for hardback books with dust covers
  - G. Label protectors affixed over exposed spine labels not covered by mylar jackets
  - H. Book Leasing availability options
  - I. Barcoding
  - J. Genre/Identification Labels
  - L. Shipping
  - M. Desktop delivery - Within 4-6 weeks of order, release, or publication when item in warehouse
  - N. Cataloging error rate of less than 4%
6. The Contractor shall provide a spreadsheet with category definitions.



## SCOPE OF WORK

Solicitation Number: **P09-0023**

### Materials Management Procurement

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

### III. Submittal Requirements

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

### IV. Proposal Due Date

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

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

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

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

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



**QUESTIONNAIRE**

Solicitation Number: **P09-0023**

**Materials Management  
Procurement**

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

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

1. Company: Glendale Public Library  
 Contact: Tami Miller Earick, Materials Manager  
 Address: 5959 West Brown Street  
Glendale, AZ 85302  
 Phone: 623-930-3587; tmearick@glendaleaz.com
  
2. Company: Casa Grande Public Library  
 Contact: Jeff Scott, Library Manager  
 Address: 449 North Dry Lake Street  
Casa Grande, AZ 85222  
 Phone: 520-421-8710
  
3. Company: Phoenix Public Library  
 Contact: Hana Kopic  
 Address: 1221 North Central Avenue  
Phoenix, AZ 85004  
 Phone: 602-495-5403; hana.kopic-jusic@phoenix.gov



## QUESTIONNAIRE

Solicitation Number: **P09-0023**

**Materials Management  
Procurement**

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes \_\_\_\_\_, No X \_\_\_\_\_.

If yes, please provide details and documentation of the certification.

**Offerors are to indicate below any exceptions they have taken to the Specifications:**



# CONTRACT AMENDMENT

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

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

Buyer: Terry Andersen

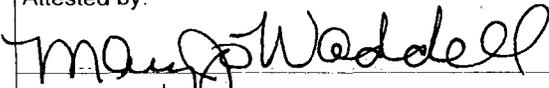
- A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 02/01/10 to 01/31/11.**
- B. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law; Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

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

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

 Signature	12/14/2009 Date	Jeff Jankowski, VP Typed Name and Title	Midwest Tape, Inc. Company Name
6950 Hall St. Address	Holland City	OH State	43528 Zip Code

Attested by:

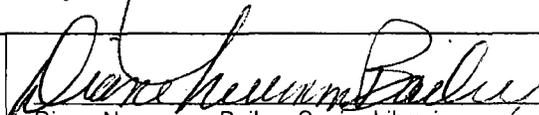
  
 Mary Jo Waddell, City Clerk



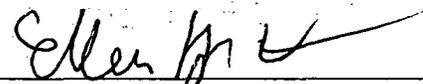
City Seal

(Rev 02/01/08)

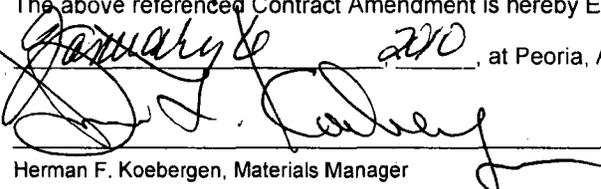
CC Number  
 ACON00309A  
 Contract Number:  
 Official File

  
 Diane Neverman-Bailey, Senior Librarian

  
 J.P. de la Montaigne, Community Services Director

  
 Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed  
  
 Herman F. Koebergen, Materials Manager



# CONTRACT AMENDMENT

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

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

Buyer: Terry Andersen

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

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

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

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

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

**19. RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.

**32. PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.



# CONTRACT AMENDMENT

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

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

Buyer: Terry Andersen

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

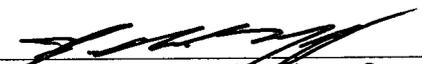
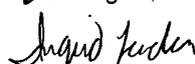
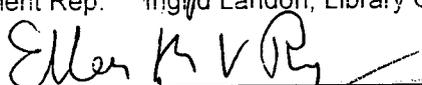
### THE NEW CONTRACT TERM:

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

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

	1/13/2011	Jeff Jankowski	Midwest Tape
Signature	Date	Typed Name and Title	Company Name
6950 Hall Street		Holland	OH 43528
Address		City	State Zip Code

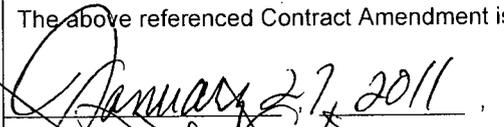
Attested By:	
City Clerk	

	Director: J.P. de la Montaigne, Com Services Director
	Department Rep: Ingrid Landon, Library Op Coordinator
	Approved as to Form: Stephen M. Kemp, City Attorney Ellen Van Ripel, Assistant City Attorney



CC Number  
ACON00309B  
Contract Number

The above referenced Contract Amendment is hereby Executed

 January 27, 2011 at Peoria, Arizona

 Herman F. Koebergen, Materials Manager



# CONTRACT AMENDMENT

## Materials Management

### Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No. P09-0023B Page 1 of 1  
 Description: Library Materials and Processing Services  
 Amendment No. Three (3) Date: 12/8/11

Buyer: **Terry Andersen**

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

### THE NEW CONTRACT TERM:

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

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

*Jeff Jankowski*  
Signature

1/9/2012  
Date

Jeff Jankowski  
Typed Name and Title

Midwest Tape  
Company Name

6950 Hall Street  
Address

Holland  
City

OH  
State

43528  
Zip Code

Attested By:

*Wanda Nelson*

Wanda Nelson, City Clerk

*Jeff Tyne*  
Director: Jeff Tyne, Community Services Director

*Brenda Rehnke*  
Department Rep: Brenda Rehnke, Recreation Manager

CC Number

ACON00309C  
Contract Number

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



The above referenced Contract Amendment is hereby Executed

*January 24, 2012* at Peoria, Arizona  
*Dan Zenko*  
Dan Zenko, Materials Management Supervisor

City Seal

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(Rev 01/05/09)

Official File

A COM 00309C



# CONTRACT AMENDMENT

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

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

Buyer: Terry Andersen

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

THE NEW CONTRACT TERM: 02/01/13 to 01/31/14

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

*[Signature]*  
Signature

1/15/2013  
Date

Jeff Jankowski  
Typed Name and Title

Midwest Tape  
Company Name

6950 Hall Street  
Address

Holland  
City

OH  
State

43528  
Zip Code

Attested By:

*[Signature]*  
for City Clerk

*[Signature]*  
Director: John Sefton, Community Services Director

*[Signature]*  
Department Rep: Brenda Rehnke, Recreation Manager

*[Signature]*  
Approved as to Form: Stephen M. Kemp, City Attorney



CC Number

ACON00309D  
Contract Number

The above referenced Contract Amendment is hereby Executed  
*[Signature]* January 27, 2013 at Peoria, Arizona

*[Signature]*  
Dan Zenko, Materials Management Supervisor

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(Rev 01/05/09)

Official File

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