



# City of Peoria, Arizona

## Notice of Request for Proposal



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

Materials and/or Services: Library Materials and Processing      Proposal Time: 5:00 P.M. AZ Time  
Services      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: Joseph Martoia, Bid Writer

Telephone: 800 877 4253 Fax: 248 699 8062

The Gale Group Inc



Company Name

Authorized Signature for Offer

27500 Drake Road

Carol Johnson

Address

Printed Name

Farmington Hills Michigan 48331-3535

EVP Sales

City State Zip Code

Title

### 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: 11/10/09

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

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

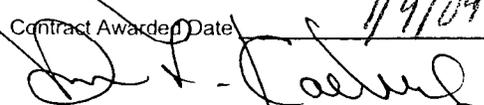
 Stephen M. Kemp, City Attorney

Contract Number: \_\_\_\_\_

Contract Awarded Date: 11/9/09



**CON 00409**

  
Herman F. Koebergen, Materials Manager

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

**A CON 00409**

	<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.

 11/18/08  
 \_\_\_\_\_  
 Signature Date

Carol Johnson, EVP Sales  
 \_\_\_\_\_  
 Typed Name and Title

The Gale Group Inc  
 \_\_\_\_\_  
 Company Name

27500 Drake Road  
 \_\_\_\_\_  
 Address

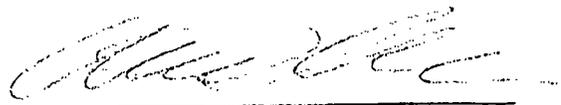
Farmington Hills, Michigan 48331-3535  
 \_\_\_\_\_

\_\_\_\_\_  
 City State Zip

The above referenced Solicitation Amendment is hereby Executed

November 4, 2008

at Peoria, Arizona



Athena Bonner  
 Contract Officer

Gale  
27500 Drake Road  
Farmington Hills, MI 48331  
(800) 877 4253  
[www.gale.cengage.com](http://www.gale.cengage.com)



**COPY**

November 18, 2008

Materials Management Procurement  
City of Peoria  
8314 West Cinnabar Avenue  
Peoria, AZ 85345

**Re: Solicitation P09-0023 Library Materials and Processing**

Dear Materials Management Procurement:

On behalf of The Gale Group, Inc. (a part of Cengage Learning) we are pleased for the opportunity to respond to the bid invitation of City of Peoria, Solicitation P09-0023 Library Materials and Processing. We have thoroughly reviewed your bid document and would like to point out any exceptions that may need to be addressed. We would be pleased to discuss any subsequent issues related to those exceptions with you. Any exceptions to Gale's Business Policies for Print Products can be found on the last page of this correspondence, entitled "Exceptions Document".

Technical proposal requirements

Company experience:

Gale's objective is to enrich people's lives through knowledge. The formation of The Gale Group, Inc. in 1998 brought together three market leaders in each of their respective segments. The combination of Gale Research, Primary Source Media and Information Access Company assembled a corpus of accurate and authoritative reference content, an unparalleled collection of archival microform primary source materials, and the leading electronic aggregation of indexed periodical content under one umbrella. The Gale family of publishing imprints includes such noted reference brands as Macmillan Reference USA™, Charles Scribner's Sons™ and Primary Source Microfilm™. Gale also serves the K-12 market with its U-X-L®, Greenhaven Press®, Lucent Books®, KidHaven Press™, Blackbirch Press® and Sleeping Bear Press™ imprints. Thorndike Press®, Walker Large Print™ and Wheeler Publishing™ serve libraries' large print collections while the Taft Group® specializes in reference materials for the nonprofit sector. Gale is creating information products that draw from all these sources to provide powerful information tools that meet the needs of users in all of our targeted market segments.

Gale Print Support Staff has been serving the K12, Academic, Public and Special Libraries markets and provides products to over 200,000 customers each year. Major customers include the Federal Government and all branches of the military. Gale provides its print products to customers within 7-10 business days after receipt of order.

Gale's discounts are represented in the enclosed Business Policies for Print Products and vary by catalog, from 0 – 70%. Additional programs are provided on our company website: [www.gale.cengage.com](http://www.gale.cengage.com). Our cataloging services are also included in the enclosed Business Policies and are provided free for unattached library processing services. Pricing for attached processing are included in the Business Policies.

Free shipping is provided Gale customers when they prepay their order. A shipping matrix is included in our Business Policies for orders which are not prepaid.

With over 15,500 active individual titles and a total of approximately 6.5 million units, Gale is well equipped to handle the needs of the City of Peoria. Gale staff is available to discuss special requirements and continues to provide stellar service to our customers.

Gale is known as a world leader in e-information publishing for libraries, schools and businesses. With over 1,000 databases available online, in print and microform, we are the world-wide prominent vendor, known for our accurate and authoritative reference content and intelligent organization of full text magazine and newspaper articles. We have pioneered the industry's Customer Resource Center, providing stellar after-sale support for our customers. Additionally, one of Gale's newest websites, **AccessMyLibrary.com** allows peer reviewed content to be crawled and indexed through the open Web by major internet search engines such as Google and Yahoo! *directly to your virtual library content and services from Gale!*

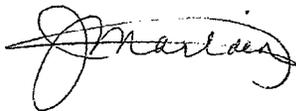
For product information regarding Gale or any of the Gale family of imprints please contact Sammy Khmur, your Gale Account Manager, at 800.877.GALE (4253), ext. 8708 (samy.khmur@cengage.com).

For all future correspondence concerning vendor applications or bid activities, including the award or rejection of this response, please send to:

Joseph Martoia, Bid Writer and Administrator  
Gale  
27500 Drake Road  
Farmington Hills, MI 48331-3535  
Phone: 800.877.GALE (4253), ext. 8287  
Fax: 248.699.8062  
E-mail: joe.martoia@cengage.com

We look forward to assisting you in providing your library patrons a rewarding educational experience. Gale invites you to peruse our website [www.gale.cengage.com](http://www.gale.cengage.com) for exciting new products and announcements. Please feel free to contact us for any issues or questions you may have in making your library services an astounding success! Thank you for your interest in Gale products!

Regards,



Joseph Martoia  
Bid Writer and Administrator  
Print and Electronic

Enclosures:

Exceptions Document  
Gale Cengage Learning Business Policies for Print Products 2008



# GALE CENGAGE Learning™

## Exceptions Document

Gale hereby takes exception to the following positions regarding Solicitation P09-0023 Library Materials and Processing. These exceptions will be incorporated into the agreement between City of Peoria and Gale, unless otherwise agreed upon in writing at the time of award of this contract:

### Exception 1

City of Peoria Position:  
**Library Processing**

Gale Position:

**While not normal business practices, for the purpose and intent of this proposal, Gale will provide FREE unattached library processing on orders resulting from the award of this proposal. Please refer to the enclosed Gale Business Policies for lead time on library processing orders.**

### Exception 2

City of Peoria Position:  
**Prices and Discounts guarantee for 12 months from bid date opening**

Gale Position:

**Gale catalog prices are generally in effect from January 1 through December 31 and are subject to change at any time. Discounts vary by catalog and may be adjusted at any time. Gale cannot guarantee prices and discounts and reserve the right to make adjustments.**

**Please refer to [www.gale.com](http://www.gale.com) for the most current catalogs and discounts as well as new promotions which may be offered for limited periods of time.**

### Exception 3

City of Peoria Position:  
**General RFP requirements**

Gale Position:

**Gale is attaching its Business Policies for Print Products 2008 of which will become part of this agreement if this contract is awarded. Unless specified otherwise, all policies shall become part of this proposal.**

**If awarded, this proposal must be noted upon order placement. Notification of award of this contract, if received, is required in order that terms and conditions in this offer may be entered accordingly. Award notification shall be sent to the Bid Writer as noted on the enclosed Proponent Contact sheet.**

### Exception 4

City of Peoria Position:  
**Standard Terms and Conditions: (15) Indemnification**

**“To the fullest extent permitted by law, the Contractor . . . (including but not limited to attorney fees, court costs . . .”**

Gale Position:

**Gale shall be responsible for “reasonable” attorney fees.**

Exception 5

City of Peoria Position:

**Standard Terms and Conditions: (23) Title and Risk of Loss**

Gale Position:

**Title and risk of loss shall pass to City of Peoria at shipping point; terms FOB shipping point.**

Exception 6

City of Peoria Position:

**Standard Terms and Conditions: (29) Patents and Copyrights**

Gale Position:

**Copyrights and patents are the property of Gale and its licensors.**

Exception 7

City of Peoria Position:

**Special Terms and Conditions: ( 5) Cooperative Purchasing**

Gale Position:

**This offer, if awarded, shall be directed only to the City of Peoria, its agencies and institutions and shall not apply to any other governmental unit or other agency.**

Exception 8

City of Peoria Position:

**Special Terms and Conditions: (15) Shipping Terms**

Gale Position:

**Prices shall be FOB Shipping Point**

Exception 9

City of Peoria Position:

**Special Terms and Conditions: (39 d) Cancellation**

Gale Position:

**Cure period for breach is 30 days. Additionally, Gale will be responsible only to the extent of this contract, if awarded. Excess costs to procure shall not be reimbursed.**



**GALE**  
CENGAGE Learning™

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**The Gale Group, Inc.  
Business Policies for Print Products  
2008**

**Gale, a part of Cengage Learning**

Bid Department  
27500 Drake Road  
Farmington Hills, Michigan 48331  
800 877 4253 x 8287  
March 11, 2008

**[www.gale.cengage.com](http://www.gale.cengage.com)**

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# Business Policies

## Discount off of List Price

Gale Cengage Learning will honor price discounts as listed in the catalogs below for this proposal (please note that the discounts cover all print products under the listed imprints, whether they are included in the catalogs listed below, or available by selecting "Catalog" (under the -PRODUCT INFORMATION- column on the left hand side of the web page) online at <http://www.gale.cengage.com>):

### **Spring 2008 Gale K-12+ Catalog**

- Titles from Blackbirch Press, Greenhaven Press, KidHaven Press, Lucent Books, and Sleeping Bear Press
- Regular order discount is up to 25% off list price
- Standing Order discount is 25% - 35%
- Free Shipping on Standing Orders

### **Gale School Catalog 2008**

- 25% - 50% discount on Gale Series on up-to-date older volumes and complete sets
- Standing Order discount is 5%
- Free Shipping on Standing Orders

### **Five Star Quarterly 2008 Catalogs**

- Standing Order Plans offer 15%-20% discount off list price or
- 20% discount and FREE shipping
- 25% off and FREE shipping with Five Star Standing Order Plan).

### **Sleeping Bear Press, 2008 School & Library Catalog.**

- Foundation Plan qualifies for 30% on orders over \$1,000
- Standing Orders are discounted 25% off plus free shipping
- Free shipping and handling on prepaid orders

### **Gale Leading the Way in Reference 2008 Catalog**

- 25% - 50% discount on Gale Series on up-to-date older volumes and complete sets
- Standing Order discount is 5%
- Free Shipping on Standing Orders
- 10% - 30% off list for Foundation Plans

### **Thorndike Press, 2008 Monthly Catalog**

- Monthly catalogs offer discounting of 20% – 25% discount
- FREE shipping on all Hardcover Standing Order Plans
- 10% - 30% discount and free shipping on Soft Cover and Distribution Standing Order Plans

### **Thorndike Press Large Print**

#### **Books for Struggling Readers and ESL Students**

- Discount is 20%
- Free shipping on all orders
- Selected series-based standing orders discounted to 25%

## **Thorndike Press 2008 Large Print Title Listing Catalog**

- Large Print titles discounted from 10% - 25%
- Free shipping when you join a standing order plan
- Our new Large Print Space Saver Program offers 30% discount
- Contact your Large Print Sales Rep for details at 800-223-1244

## **Standing Orders**

Most of our print titles are available on Standing Order. For each title placed on Standing Order, you will automatically receive each new volume or edition upon publication at the discount listed above. Your Standing Order discount will be reflected on the invoice. It is not necessary to renew or confirm your Standing Order. You may return books received on Standing Order at your expense. Please refer to the enclosed information regarding Gale Standing Order Plan.

## **Special Discount Promotions**

In addition, Gale periodically offers special discount promotions. These discounts range from 20% - 70% and will be made available to you as these promotions are launched. Your Gale Representative will contact you with notice of these special offerings, as they become available.

## **Sale Days**

Please contact your Gale Representative for details on the Gale special Sale Days.

## **Disaster Discounts**

Any library that suffers major losses due to fire, flood, tornado or other natural disaster is entitled to a 50% discount on titles previously purchased from Gale that are necessary to rebuild its collection.

## **Opening Day Collections**

Special discount pricing is available for Opening Day Collections. Please contact your Gale Representative for further details.

## **Foundation Plan**

Building a new school or library or making a major addition to an existing building? Gale offers a one-time Foundation Plan discount on print titles to help libraries build collections quickly. Ask your Gale Representative for details on how you can take advantage of the following discount plans for new libraries:

- Save 20% on orders \$2,500-\$4,999
- Save 25% on orders \$5,000-\$9,999
- Save 30% on orders more than \$10,000
- Save 10% on U·X·L orders over \$1,000

## **Cataloging Service**

Library Processing is available upon request. Please refer to the attached Gale Cataloging Service form for details. FREE unattached processing (including MARC records/data disk) is provided upon request for orders that total \$1,500.00 or more, or have a total of 100 or more titles. This offer applies to the following imprints only: Greenhaven Press, Lucent Books, Blackbirch Press, and Kid Haven Press. Additionally we will provide attached processing (including MARC records/data disk) at half the price for the same imprints for orders that total \$1,500.00 or more, or have a total of 100 or more titles.

## Catalogs

Catalogs for all Gale imprints can also be found online at [www.gale.cengage.com/customer\\_service](http://www.gale.cengage.com/customer_service). This service is available 24 hours a day, every day.

## ADDITIONAL INFORMATION:

### Tax Exemption Certificate

Please contact your Gale Representative for arrangements to provide your tax exemption certificate, as it is a requirement for Gale to have this certificate on file.

### Order Delivery Timeframe

Gale will deliver 100% of all in-stock, unprocessed (or unattached processed) items within 30-days after receipt of order (ARO); average delivery time is approximately 7-10 days. Processed/cataloged (with attached processing) items (please see Gale Cataloging Service document) are delivered on an average of 2-6 weeks ARO.

### Approval Policy

In the U.S. and Canada, all Gale products are available on an approval or trial basis. Please contact your Gale Representative for details.

### To Place an Order

Orders (except orders prepaid with a check) can be placed via mail, phone, fax or e-mail as follows. Print products may also be ordered at the Online Order Center at [www.gale.cengage.com/customer\\_service](http://www.gale.cengage.com/customer_service):

Credit card orders and prepaid orders with a check may be placed by remitting to:

Gale  
P.O. Box 95501  
Chicago, IL 60694-5501  
Phone: 800.877.GALE (4253) (press 2)  
Fax: 800.414.5043  
[printorders@cengage.com](mailto:printorders@cengage.com)

*Gale accepts VISA, MasterCard, American Express and Discover for orders.*

To place an order using a purchase order, remit to:

Gale  
Print Order Support  
27500 Drake Road  
Farmington Hills, MI 48331-3535  
Phone: 800.877.GALE (4253) (press 2)

Payments may also be made with Electronic Funds Transfer.

Harris Trust and Savings Bank  
111 West Monroe  
P.O. Box 755  
Chicago, IL 60690-0755 USA  
Account #265-887-0 ABA 0-710-00-288

### Free Shipping and Handling on Prepaid Orders

Shipping and handling is free in the U.S. and Canada whenever you prepay your order.

## **Invoices**

Our practice is to provide one copy of the invoice at time of shipment (specifically, if the ordering and receiving individuals are the same, the invoice is included in the shipment, only; if the ordering and receiving individuals differ, a packing slip is included in the shipment, and an invoice is mailed to the ordering individual). For additional copies of your invoice, please contact our Customer Service Department or refer to Gale's Order Center.

## **Payment Terms**

Net 30 Days. Gale does not offer early payment discounting.

## **Prices**

Please note: Prices are subject to change at any time, with or without notice.

## **Customer Service**

Call: Monday - Friday, 8:00 a.m. to 7:00 p.m. EST 800.877.GALE (4253) (press 3)

Fax: 877.363.4253 (GALE)

E-mail: [gale.customerservice@cengage.com](mailto:gale.customerservice@cengage.com)

## **Customers Outside of the U.S. & Canada**

To place an order, make an inquiry or obtain customer service, visit [www.gale.cengage.com/world](http://www.gale.cengage.com/world) for a listing of our Sales Offices and Distributors.

## **Technical Support Services**

Call: 24 hours a day, seven days a week 800.877.GALE (4253) (press 4)

Fax: 800.676.2345

E-mail: [gale.technicalsupport@cengage.com](mailto:gale.technicalsupport@cengage.com)

## **Electronic Search Assistance**

Call: 24 hours a day, seven days a week 800.877.GALE (4253) (press 5)

Fax: 800.676.2345

E-mail: [contentqa@cengage.com](mailto:contentqa@cengage.com)

## **Gale's Order Center**

The Gale Order Center offers you a quick and easy way to order online, track shipments, print invoices, or determine how many cartons will arrive in a future shipment. Register for a user name and password at [www.gale.cengage.com/customer\\_service](http://www.gale.cengage.com/customer_service). This service is available 24 hours a day, every day.

## **Return Policy**

Customers have 30 days from the date of invoice to decide if the titles they have purchased meet their needs. To return a title, please send it to:

Thomson Distribution - Location 04  
10650 Toebben Drive  
Independence, KY 41051 USA

Gale does not pay return shipping. Products should be returned undamaged and shipped via traceable means. Please include a copy of the packing list indicating quantity, title and invoice number. Returns will be processed in 6-8 weeks. If products are received damaged, please contact

our Customer Service Department for an immediate replacement. The District is not required to return damaged products.

## **Returns Credit Policy**

### **General Terms**

- Customers are allowed 30 days from invoice date for full credit. This is also stated on the invoice, marketing materials and Gale's web site.
- Gale does not pay for return shipping unless the return is due to a Gale error.
- Product must be returned undamaged and shipped via traceable means.
- No credit is issued for damaged or out-of-print products (books processed by a library are considered intentionally damaged).
- Full return credit is issued for any item sent by Gale in error or in damaged/defective condition. For damaged/defective books, the title page is returned and customer sent a replacement.

### **No Credit Allowed**

- Custom editions are non-returnable
- Opened CD-ROMs and CD-Mods are non-returnable and credit will not be issued without approval from the Customer's Account Executive.
- International customers (excluding Canada) are not granted return privileges without the prior consent of Gale VP Controller.

## **Return Location**

- All customers should provide advance notice of pending returns that exceed 10 or more books to receive prompt and accurate credit.  
Thomson Distribution - Location 4  
10650 Toebben Drive  
Independence, KY 41051

## Shipping & Handling

Shipping & Handling Charges are based on the following Freight Pricing Matrix. All shipments are F.O.B. Shipping Point. FREE shipping is provided when the order is prepaid.

### FREIGHT PRICING MATRIX

From Invoice Value	To Invoice Value	Domestic Ground	Domestic 2nd Day	Domestic Next Day PM	Domestic Next Day AM
\$1.00	\$100.00	\$2.50	\$5.00	\$8.00	\$14.00
\$100.01	\$500.00	\$10.00	\$13.00	\$16.50	\$23.50
\$501.01	\$1,000.00	\$15.00	\$19.00	\$26.00	\$30.00
\$1,000.01	\$1,500.00	\$65.00	\$80.00	\$105.00	\$115.00
\$1,500.01	\$2,000.00	\$90.00	\$110.00	\$140.00	\$150.00
\$2,000.01	\$2,500.00	\$112.50	\$137.50	\$172.50	\$182.50
\$2,500.01	\$3,000.00	\$137.50	\$167.50	\$207.50	\$217.50
\$3,000.01	\$3,500.00	\$162.50	\$197.50	\$242.50	\$252.50
\$3,500.01	\$5,000.00	\$212.50	\$252.50	\$302.50	\$312.50
\$5,000.01	\$7,500.00	\$312.50	\$357.50	\$412.50	\$422.50
\$7,500.01	\$10,000.00	\$437.50	\$487.50	\$547.50	\$557.50
\$10,000.01	\$15,000.00	\$650.00	\$705.00	\$770.00	\$780.00
\$15,000.01	\$20,000.00	\$875.00	\$935.00	\$1,005.00	\$1,015.00
\$20,000.01	\$25,000.00	\$1,125.00	\$1,190.00	\$1,265.00	\$1,275.00
\$25,000.01	\$30,000.00	\$1,375.00	\$1,445.00	\$1,525.00	\$1,535.00
\$30,000.01	\$35,000.00	\$1,625.00	\$1,700.00	\$1,785.00	\$1,795.00
\$35,000.01	\$40,000.00	\$1,900.00	\$1,980.00	\$2,070.00	\$2,080.00
\$40,000.01	\$50,000.00	\$2,125.00	\$2,210.00	\$2,305.00	\$2,315.00
\$50,000.01	\$75,000.00	\$3,150.00	\$3,240.00	\$3,340.00	\$3,350.00
\$75,000.01	\$1,000,000.00	\$4,500.00	\$4,600.00	\$4,700.00	\$4,710.00

## Stock

Gale stock consists of approximately 15,500 active individual titles, with a total of approximately 6.5 Million units.

## Delivery Times

Please specify delivery times at the time of order.

## Stock Unavailability Notices

Gale does not send notices of out-of-print titles; however, all Out-of-Print (OP), Out-of-Stock (OS) and Not-Yet-Published (NYP) books are noted on the invoice.

## Packing Slips & Invoices in Alphabetical Order

Items on packing slips and invoices appear in the order in which they are entered. If you require the packing slips and invoices to be arranged in alphabetical order by title or author, please list your product needs accordingly.

## **Shipment Information**

Gale shipments include the following information: Return address (Distribution Center), Ship To address, Order number, Purchase Order number, Date of shipment, Box # of #, and other additional information (i.e., if shipped via UPS, the UPS method, tracking number, etc.). In addition, the box that contains the invoice (packing slip) is clearly indicated.

## **www.GaleSchools.com**

Visit [www.galeschools.com](http://www.galeschools.com) (our 5-star rated\* web site for the teaching community) for more information on Gale's K-12 Resources for Teachers, Media Specialists, Administrators, Students and their parents.

*All imprints will be covered under The Gale Group TIN: 06-1411737*

## **THE GALE REPORT**

*Subscribe to Gale's e-newsletter to learn about what's happening in libraries and schools; industry trends; and Gale products and services.*

*To subscribe, refer to <http://www.gale.cengage.com/enewsletters/index.htm>.*

*\*As rated by **Multimedia & Internet @ Schools** magazine.*



Library Processing Support  
**CATALOGING SERVICE TEAM**  
 1-800-877-GALE (4253)  
 Unah Matu, Manager extension 1235  
 Angela Stitt, Service Rep extension 8126  
 Karen Whyte, Service Rep extension 8718  
 Diana Carter, Service Rep extension 2162  
 Fax Number 1-877-363-GALE (4253)

**Gale Cengage Learning Cataloging and Processing Service  
 Ordering Information**

Gale is pleased to offer library services such as catalog card kits, MARC records, spine labels, bar code labels, Mylar covers, reading program labels and security system products. Attached or unattached processing is available. Please review the specification form, select the items required and submit this form with your Purchase Order. If you already have your specifications documented, you may forward that document with your order. Should you have any questions regarding cataloging/processing services, please call your Gale Representative at 1-800-877-GALE.

**Turn-around timing**

Library processing must be requested with your order. Unattached processing will arrive within one to two weeks. Allow two to four weeks for attached processing. Books with attached library processing may not be returned.

**BILL TO:**

Gale Account # \_\_\_\_\_  
 Institution \_\_\_\_\_  
 Address \_\_\_\_\_  
 Address 2 \_\_\_\_\_  
 City/State/Prov. \_\_\_\_\_  
 ZIP/Postal Code/Country \_\_\_\_\_  
 Attention \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Fax \_\_\_\_\_  
 E-mail \_\_\_\_\_

**To serve you better**

After completing this form, please review your information to make sure all applicable sections are completely and accurately filled out. This will allow us to process your order efficiently.

**Criteria**

Elements of bibliographic description are transcribed according to AACR2R; cataloging is available with Sears, LC and LC Children's subject headings; call numbers are derived from the Abridged Dewey Decimal Classification – Library of Congress Classification is not available at this time. Full MARC data in MicroLIF format is available for Macintosh and Windows systems. All spine, bar code and reading program labels come with protectors.

**SHIP TO:**

Gale Account # \_\_\_\_\_  
 Institution \_\_\_\_\_  
 Address \_\_\_\_\_  
 Address 2 \_\_\_\_\_  
 City/State/Prov. \_\_\_\_\_  
 ZIP/Postal Code/Country \_\_\_\_\_  
 Attention \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Fax \_\_\_\_\_  
 E-mail \_\_\_\_\_

## Library Services - Pricing at a Glance

### Catalog Kits

	Price per Book	
	Attached	Unattached
Pocket, spine label, borrowers card and catalog cards	\$1.25	\$.85



### Standard Individual Items

	Price per Book	
	Attached	Unattached
Spine labels only with protectors	\$.35	\$.25
Reading Program Labels -		
• Accelerated Reader Label	\$.35	\$.25
• Reading Counts Label	\$.35	\$.25
Theft Detection	\$.50	\$.50

	Price per Book
Separate catalog cards	
• Main entry only	\$.50
• Shelf list only	\$.50
• Book pocket only	\$.20
• Date Due slip	\$.15
• Borrower card	\$.15
Mylar Jackets - glued or taped to book	\$.75



### Automated Library Circulation Systems - Data Disks & Bar Codes

	Price per Book
MARC records	\$.25

	Price per Book	
	Attached	Unattached
Bar Codes -		
• One per book	\$.55	\$.25
• Two per book	\$1.10	\$.50

### Catalog Card Kits

Consists of a pocket, spine label, borrowers card & catalog cards

Attached Catalog Card Kits - \$1.25/book

Pocket location:

- Back flyleaf
- Back inside cover
- Front flyleaf
- Front inside cover

Spine Label location:

- 2 inches from bottom of book
- \_\_\_\_\_ inches from bottom of book

Unattached Catalog Card Kits - \$0.85/book

### Standard Individual Items

Spine Labels only

Attached - \$0.35/book

- 2 inches from bottom of book
- \_\_\_\_\_ inches from bottom of book

Unattached - \$0.25/book

### Reading Program Labels

Accelerated Reader Label

- AR Spine Label (includes "AR," level & points)
- AR Information Label (includes title, author, level, points, & quiz number)

Reading Counts Label

- RC Spine Label (includes "RC," level, points, & lexile)
- RC Information Label (includes title, author, level, points, lexile, & quiz number)

- Attached - \$0.35/book
  - AR/RC Spine label above spine label
  - Placement of Information label (specify) \_\_\_\_\_

Unattached - \$0.25/book

### Property Labels

Attached label - \$0.35/book

- Place (specify) \_\_\_\_\_

Unattached label - \$0.25/book

Stamp

- I will provide my own - \$0.10/book
- Gale will customize - \$0.15/book
- Inscription: \_\_\_\_\_

### Separate Catalog Cards

- Main entry only - \$0.50/book
- Shelf list only - \$0.50/book
- Book pocket only - \$0.20/book
- Date Due slip - \$0.15/book
- Borrower card - \$0.15/book
- Label Set (spine & pocket label) - \$0.15/book

### Security System Products

Attached - \$0.50/book

Unattached - \$0.50/book

Format - please check one:

- 3M Magnetic Strip
- Check Point
  - Frequency \_\_\_\_\_
  - Plain
  - Date Due

RFID tags - (include tag, tag cover, application, and tag programming) - \$1.00/book

### Book Covers

Mylar covers on all books - \$0.75/book

Glued  Taped

Mylar covers on books w/ dust jackets only (No charge)

Glued  Taped

Colibri covers - \$1.60

### Other Options:

- Catalog sets as 1 record
- Pack in Dewey order - \$0.07/book
- Include Dewey packing list - (no charge)

### Automated Library Circulation Systems - Data Disks & Bar Codes

Bar Codes and data disks cannot be processed without the following information:

MARC Records are \$0.25 per book

Delivery Method - please check one:

- 3.5" Disk
- CD ROM
- Please email records to: \_\_\_\_\_

Union Database - (there is no charge for this service)

- Access PA
- SUNLINK
- Illinet (OCLC)

Format - please check one:

- 1987 MicroLIF (filename IBM.FIL/MAC.FIL)
- USMARC 852 Holdings (AKA: MARC21, US Marc in 1991, MicroLif Protocol 1991)
- USMARC 949 Holdings (please supply 949 field configuration) \_\_\_\_\_

Other, please specify \_\_\_\_\_

List tag and subfields for local holdings: (Call #, Price, Bar Code #, etc.)

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Computer type needed - please check one:

- Windows
- Macintosh

Automation System - please check one:

- |                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/> Accent     | <input type="checkbox"/> Genesis G3            |
| <input type="checkbox"/> Alexandria | <input type="checkbox"/> Infocentre            |
| <input type="checkbox"/> Athena     | <input type="checkbox"/> Library Pro           |
| <input type="checkbox"/> Circ/Cat   | <input type="checkbox"/> Mandarin              |
| <input type="checkbox"/> Concourse  | <input type="checkbox"/> Spectrum Suite        |
| <input type="checkbox"/> Destiny    | <input type="checkbox"/> TLC Library Solutions |
| <input type="checkbox"/> Dynix      | <input type="checkbox"/> Other _____           |

Software version number: \_\_\_\_\_

Contact your Gale Representative at 1-800-877-GALE



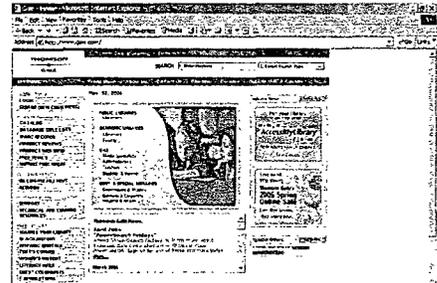


## Online Information and Collection Development Tools

Below is a sampling of what is available for you from Gale:

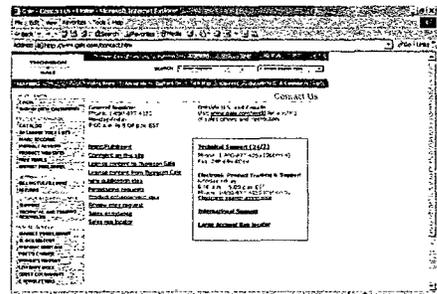
<http://www.gale.cengage.com/>:

- Browse Our Catalog
- Title Lists
- Free Resources
- Market Your Library
- Customer Service & Education
- Find Your Sales Re
- Order Center Home
- Metasearch Partners



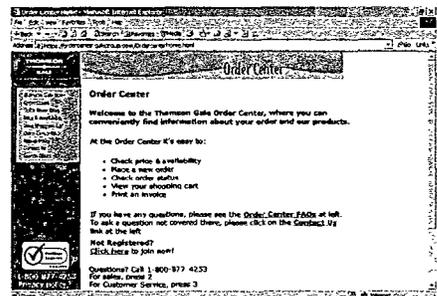
[http://www.gale.cengage.com/customer\\_service/](http://www.gale.cengage.com/customer_service/):

- Product Education
- Technical Information
- Content Update
- Contact Customer Service
- Returns



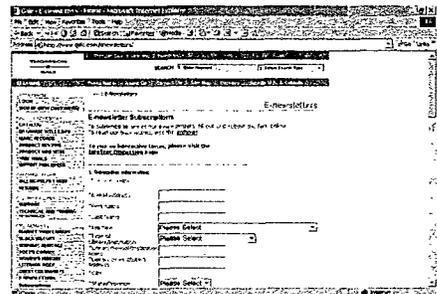
<https://ordercenter.galegroup.com/Ordercenterhome.html>:

- Gale Home
- Quick Order Entry
- View Shopping Cart
- Return Policy
- Special Offers
- Order Status
- Price & Availability
- Order Center FAQs
- Contact Us



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Gale serves the world's information and education needs through its vast and dynamic content pools, which are used by students and consumers in their libraries, schools and on the Internet. The company is best known for the accuracy, breadth and convenience of its data, addressing all types of information needs from homework help to health questions to business profiles in a variety of formats - books, Web-based solutions and microfilm.

## OUR ACHIEVEMENTS

Gale maintains a content database of four million essays, 26-million periodical articles and five-million diagrams, maps and photos. Twenty-four million homes with school-age children have access to Gale products, including research tools that serve homework needs from kindergarten through high school.

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Gale  
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### Headquarters

27500 Drake Road  
Farmington Hills, MI 48334  
(800) 877-4253

### Contacts

Manager, Corporate Communications  
Gale Cengage Learning  
248-699-8193

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*Publisher of high-quality circulating resources for libraries and secondary and college classrooms since 1969.*

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*Publisher of first edition fiction titles in library-edition hardcover. Genres include western, romance, mystery and science fiction.*

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*Publisher of primary source materials in microfilm concentrating in the areas of American Social and Military History, Foreign Diplomacy, Latin American Studies, and Religion.*

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*Large-print reprint editions of bestselling and well-reviewed fiction and nonfiction titles – both adult and young adult. Wide selection for both school and public libraries.*

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*Publisher of high-quality, large print editions of popular titles in a wide variety of subject areas, including general and historical fiction, humor, mystery, romance and nonfiction.*

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*A visually appealing color imprint from Greenhaven Press that specializes in nonfiction references for upper elementary and middle school researchers. For circulating collections and classrooms.*

**Large Print Press™**

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*Publisher of affordable large print paperbacks of new titles by bestselling authors.*

**Lucent Books®**

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*Publisher of high-quality nonfiction resources for upper elementary to high school students. For circulating collections.*

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*Highly respected, frequent Dartmouth Medal winning publisher of multi-volume reference works, primarily in the social sciences and hard sciences.*

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*The leading reference publisher of single and multi-volume works primarily in music; also art and the humanities.*

## Gale Location and Contacts

### Gale - Headquarters

27500 Drake Road  
Farmington Hills, MI 48331-3535  
248-699-GALE (4253)  
800-877-GALE (4253) (toll free)

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### Asia Offices

No. 46-3, Jalan 27/70A  
Desa Sri Hartamas  
50480 Kuala Lumpur, Malaysia  
+60 3 430 7033

102 Dodds Street  
Southbank VIC 3006  
Australia  
+613 9685 4248  
+613 9685 4241

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### Mail Purchase Order To:

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### Phone Orders:

Customer Service: 1-800-877-GALE (4253)

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1-800-414-5043

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P.O. Box 95501  
Chicago, IL 60694-5501

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## Imprints

### **Graham & Whiteside Limited**

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United Kingdom  
+44 1423 538 3333  
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### **Greenhaven Press, Blackbirch Press and Lucent Books**

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San Diego, CA 92127  
858-485-7424  
858-485-9542 (fax)

### **Macmillan Reference USA and Primary Source Microfilm**

12 Lunar Drive  
Woodbridge, CT 06525  
1-800-444-0799  
203-397-2600  
203-397-8296 (fax)

### **Sleeping Bear Press**

310 North Main  
Suite 300  
Chelsea, MI 48118  
1-800-487-2323

### **Thorndike Press**

295 Kennedy Memorial Drive  
Waterville, ME 04901  
207-859-1000  
800-223-1244 (sales)

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## Gale References 2008

### K-12 Market

<p><b>Austin Independent School District</b>                  2608 Richcreek Road                  Austin TX 78757                  Contact: Judy Pearce                  Phone: 512-414-4923</p>	<p><b>Mountain Range High School</b>                  12500 Huron Street                  Westminster, CO 80234                  Contact: Melody Reedy, Librarian                  Phone: 720-972-6345</p>
<p><b>Cypress-Fairbanks Independent School District</b>                  10300 Jones Road                  Houston TX 77065                  Contact: Jessica Lilley                  Phone: 281-897-4141</p>	<p><b>McAllen Independent School District</b>                  2000 North 23rd Street                  McAllen TX 78501-6126                  Contact: Clyde Lyons, Jr., Asst. Superintendent                  Phone: 956-632-8409</p>
<p><b>Carrollton Farmers Branch Independent School District</b>                  1505 Randolph Street                  Carrollton TX 75006                  Contact: Gary Kerbow                  Executive Director of Materials Management and Student Nutrition                  Phone: 972-968-6332</p>	<p><b>Harris County</b>                  1001 Preston Avenue, Suite 670                  Houston TX 77002                  Contact: William Perry                  Phone: 713-755-4961</p>
<p><b>Billings Public School District #2</b>                  470 Industrial Avenue                  Billings MT 59101                  Contact: Stephanie Schmitz                  Phone: 406-255-3578</p>	<p><b>North East Independent School District</b>                  8961 Tesoro Drive, Suite 102                  San Antonio TX 78217                  Contact: Sharon Swamer                  Phone: 210-804-7126</p>
<p><b>Dallas Independent School District</b>                  3700 Ross Ave.                  Dallas TX 75204-5476                  Contact: Gay Patrick                  Phone: 972-925-3490</p>	<p><b>Northside Independent School District</b>                  5900 Evers Road                  San Antonio TX 78238-1699                  Contact: Ron Gerth, Director of Purchasing                  Phone: 210-706-8500</p>
<p><b>Katy Independent School District</b>                  Support Center Complex                  5364 Franz Road                  Katy TX 77493                  Contact: Phillip Ray                  Phone: 281-396-6260</p>	<p><b>Northwest Career Technical Academy</b>                  8200 w Tropical Pkwy                  Las Vegas, NV 89149                  Contact: Theresa Nelson                  Phone: 702-799-4640</p>
<p><b>Liberty High School</b>                  9621 W Speckled Gecko Drive                  Peoria, AZ 85383                  Contact: Kande Michelson, Librarian                  Phone: 623-773-6545</p>	

### Public Market

<p><b>Loudoun County Public Library</b>                  908A Trailview Blvd. SE                  Leesburg VA 20175                  Contact: Kathy Gilbert                  Phone: 703-771-5233</p>	<p><b>Contra Costa County Library</b>                  1750 Oak Park Boulevard                  Pleasant Hills, CA 94523-4412                  Contact: Cathy Sanford                  Deputy County Librarian for Support Services                  Phone: 925-927-3228</p>
<p><b>Las Vegas Clark County Library District</b>                  833 Las Vegas Boulevard, N                  Las Vegas, NV 89101-2059                  Contact: Jan Passo, Collection Development Director                  Phone: 702-507-3582</p>	<p><b>Phoenix Public Library</b>                  1221 N. Central Avenue                  Phoenix, AZ 85001-1820                  Contact: Kathleen Sullivan, Head of Collection Development                  Phone: 602-262-7360</p>

## MAJOR AWARDS

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The New York Public Library

**CHOICE**  
CURRENT REVIEWS FOR ACADEMIC LIBRARIES



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## 2007

**RUSA Outstanding Reference Source for 2007**

*Encyclopedia of Western Colonialism Since 1450*

**Dartmouth Medal**

*Gale's Encyclopaedia Judaica Second Edition*

## 2006

**RUSA Best Reference Sources for 2006**

*Americans at War: Society, Culture and the Homefront*

**New York Public Library Best References for 2006**

*Encyclopedia of Genocide and Crimes Against Humanity*

*Tobacco in History and Culture: An Encyclopedia*

**Booklist 2006 - Twenty Best Bets for Student Researchers**

*Roaring Twenties Reference Library*

*Shaping of America, 1783-1815, Reference Library*  
*Middle East Conflict Reference Library*

**CHOICE Outstanding Academic Titles for 2006**

*Encyclopedia of Science, Technology and Ethics*  
*Encyclopedia of Philosophy*

**2005**

**RUSA Outstanding Reference Sources: Selections for the Year 2005**

*Chemistry: Foundations and Applications (Macmillan Reference USA)*  
*Encyclopedia of Buddhism (Macmillan Reference USA)*  
*Encyclopedia of Children and Childhood: In History and Society (Macmillan Reference USA)*  
*Encyclopedia of Clothing and Fashion (Charles Scribner's Sons)*  
*Encyclopedia of Islam and the Muslim World (Macmillan Reference USA)*  
*Encyclopedia of Lesbian, Gay, Bisexual and Transgender History in America (Charles Scribner's Sons)*  
*Encyclopedia of Recreation and Leisure in America (Charles Scribner's Sons)*  
*Major Acts of Congress (Macmillan Reference USA)*  
*New Dictionary of the History of Ideas (Charles Scribner's Sons)*

**2004**

**Booklist 2004 Editor's Choice**

*American Decades Primary Sources (Gale)*  
*Encyclopedia of Clothing and Fashion (Charles Scribner's Sons)*  
*Encyclopedia of Lesbian, Gay, Bisexual, and Transgender History in America (Charles Scribner's Sons)*  
*Encyclopedia of the Great Depression (Macmillan Reference USA)*  
*Europe, 1450 to 1789 (Charles Scribner's Sons)*  
*Major Acts of Congress (Macmillan Reference USA)*

**Choice Outstanding Academic Titles**

*Encyclopedia of Bioethics (Macmillan Reference USA)*  
*Encyclopedia of Buddhism (Macmillan Reference USA)*  
*Encyclopedia of Children and Childhood: In History and Society (Macmillan Reference USA)*  
*Encyclopedia of Modern Middle East and North Africa (Macmillan Reference USA)*

*Encyclopedia of Population (Macmillan Reference USA)*  
*Encyclopedia of Russian History (Macmillan Reference USA)*  
*Encyclopedia of the Great Depression (Macmillan Reference USA)*  
*Europe, 1450 to 1789 (Charles Scribner's Sons)*  
*Grzimek's Animal Life Encyclopedia (Gale)*  
*Latino and Latina Writers (Charles Scribner's Sons)*

**New York Public Library Best of Reference 2004**

*Encyclopedia of Science and Religion (Macmillan Reference USA)*  
*Encyclopedia of the Great Depression (Macmillan Reference USA)*  
*Latino and Latina Writers (Charles Scribner's Sons)*  
*Pollution A to Z (Macmillan Reference USA)*

**RUSA Outstanding Reference Source: Selections for the Year 2004**

*The Beat Generation: a Gale Critical Companion (Gale)*  
*Encyclopedia of Education, 2nd edition (Macmillan Reference USA)*  
*Encyclopedia of Food and Culture (Charles Scribner's Sons)*  
*Encyclopedia of Russian History (Macmillan Reference USA)*  
*Grzimek's Animal Life Encyclopedia (Gale)*

**Booklist Top 10 Nonfiction Series for Teens**

*Opposing Viewpoints/Opposing Viewpoints Digest (Greenhaven Press)*  
*Overview (Lucent Books)*

**Twenty Best Bets for Student Researchers**

*Fashion, Costume and Culture (U·X·L)*  
*Industrial Revolution Reference Library (U·X·L)*  
*The Renaissance (Charles Scribner's Sons)*

# 2003

## **New York Public Library Best of Reference 2003**

*Drugs, Alcohol, Tobacco (Macmillan Reference USA)*

*Gale Encyclopedia of Everyday Law (Gale)*

*Harlem Renaissance (Gale)*

*Supernatural Fiction Writers, 2nd edition (Charles Scribner's Sons)*

## **RUSA Outstanding Reference Source: Selections for the Year 2003**

*Dictionary of American History (Charles Scribner's Sons)*

*Encyclopedia of Aging (Macmillan Reference USA)*

*Encyclopedia of Modern Asia (Charles Scribner's Sons)*

## **Booklist Twenty Best Bets for Student Researchers**

*Bowling, Beatniks, and Bell-Bottoms (U·X·L)*

*Drugs, Alcohol, and Tobacco (Macmillan Reference USA)*

*Drugs and Controlled Substances for Students (Gale)*

*Historic Events for Students (Gale)*

*A History of the Third Reich (Greenhaven Press)*

*Literary Movements for Students (Gale)*

*Opposing Viewpoints Resource Center (Gale)*

*Renaissance and Reformation Reference Library (U·X·L)*

## **Children's Africana Book Award for Older Readers (African Studies Association)**

*Africa: An Encyclopedia for Students (Charles Scribner's Sons)*

## **2003 Joseph L. Andrews Bibliographical Award (American Association of Law Libraries)**

*The National Survey of State Laws, 4th ed. (Gale)*

## **Anne Izard Storytellers Choice Award**

*Storyteller's Sourcebook 1983-1999 (Gale)*

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## REFERENCE AWARD DESCRIPTIONS

### ***Booklist Editor's Choice***

Booklist Magazine (which includes Reference Books Bulletin) is published by ALA. The Editor's Choice award list includes their picks of the top books and videos of the previous year.

### ***Choice Outstanding Academic Titles***

Every year in the January issue, *Choice* (an ALA publication) publishes a list of Outstanding Academic Titles that were reviewed during the previous calendar year. This prestigious list reflects the best in scholarly titles reviewed by *Choice* and brings with it the extraordinary recognition of the academic library community. *Choice* editors base their selections on the reviewer's evaluation of the work, the editor's knowledge of the field, and the reviewer's record. In awarding Outstanding Academic Titles, the editors apply several criteria to reviewed titles:

- overall excellence in presentation and scholarship
- importance relative to other literature in the field
- distinction as a first treatment of a given subject in book or electronic form
- originality or uniqueness of treatment
- value to undergraduate students
- importance in building undergraduate library collections

### ***Dartmouth Medal***

Presented by RUSA (Reference and User Services Association), a division of ALA, the medal honors the creation of a reference work of outstanding quality and significance. The award is given to works that have been published or made available for the first time during the calendar year preceding the presentation of the award. One medal is given each year; Dartmouth Medal Honorable Mention certificates are also presented.

### ***Library Journal Best Reference Sources***

Published annually in *Library Journal*, the list of "Best Reference Sources" is now divided into three separate lists: Books, Databases/Discs, and Websites.

### ***New York Public Library Best of Reference***

Best of Reference is an annual list of books, websites, and electronic resources selected by a committee of librarians for their usefulness in local branch collections. Selection criteria include value and appropriateness for branch collections, organization of material, style of presentation, and authority of author/editor.

### ***RUSA Outstanding Reference Sources***

The Outstanding Reference Sources list was established in 1958 to recommend the best reference publications for small and medium-sized libraries. Selected annually by the RUSA (Reference and User Services Association, ALA) Reference Sources Committee and announced at the ALA Midwinter meeting.

### ***Anne Izard Storytellers' Choice***

This award highlights and promotes distinguished titles published in the field of storytelling, and in doing so, brings the many riches of storytelling itself to a much greater public recognition. Noted librarian and storyteller Anne Izard is being honored with this award, established in her name by the Westchester Library System, where she served as the Children's Services Consultant for many years.

### ***Storytelling World Award***

Most storytellers don't have time to examine all of the new resources published or recorded each year, but they want to find out about the most exciting new stories that audiences of various ages would enjoy hearing and storytelling resources that offer information about the field of storytelling. Each year Storytelling World/Storytelling Magazine selects a panel of at least 50 highly qualified judges (with a variety of professional, personal, and geographic backgrounds) who spend several months in an intensive evaluation process to select awards.

### ***The Joseph L. Andrews Bibliographical Award***

Selected by the American Association of Law Libraries, this award recognizes a significant contribution to legal bibliographical literature.



## **Sole Publisher/Sole Source Letter**

Dear Customer:

This is in response to any questions or concerns regarding the purchase and/or subscription of The Gale Group, Inc. (Gale Cengage Learning) titles.

*Gale* is the sole publisher of Gale publications, which includes (but are not limited to) Macmillan Reference USA, Twayne Publishers, Charles Scribner's Sons, Greenhaven Press, Lucent Books, KidHaven Press, Blackbirch Press, U·X·L, and Thorndike Press (Large Print editions only) imprint lines, and the sole source for the Gale Virtual Reference Library (eBook) platform.

If you need to reprint any information from any of our publications, a request must be made in writing to our Permissions Department. We hold all rights to all Gale Cengage Learning publications and its imprints.

Thank you for your interest in Gale Cengage Learning. Please contact me if I can be of any future assistance.

Regards,

Dennis Stepaniak  
Executive Vice President and Chief Operating Officer



## **Company Name Change**

July 1, 2007

Thomson Learning, a business unit of The Thomson Corporation was sold as of July 1, 2007. Thomson Gale (The Gale Group), a subsidiary of Thomson Learning was part of the July 1<sup>st</sup> sale.

Although the original contract was executed under Thomson Gale, there has been no change in our legal entity or federal tax ID number. As a Cengage Learning company we will continue to provide the high quality products to which you are accustomed.

The transition to Cengage Learning will be smooth and have no impact on your level of service. Clearly, our relationship with you has remained a top priority throughout this process and we will continue to be dedicated to developing new products and services to address your evolving needs.

We believe Cengage Learning communicates our position as a company at the "center of engagement" and speaks to what we want our products and services to achieve: engaging you in the learning process so that we can collectively achieve better learning results. We will continue to use our strong imprints in conjunction with the Cengage Learning brand.

Thank you for your continuing support.

Sincerely,

Dennis Stepaniak  
Executive Vice President and Chief Operating Officer



## **Affirmative Action**

It is Gale Cengage Learning company policy to:

1. Develop a written affirmative action compliance program; and
2. Refrain from discriminating against employees or applicants because of race, color, religion, sex, sexual orientation, national origin, disability, age or veteran status; and
3. Take affirmative action to employ and advance in employment-qualified minorities, women, persons with disabilities and Vietnam era, special disabled and other covered veterans.

Effective implementation and continuing administration of this policy will be the direct responsibility of each officer, manager and supervisor. Human Resources has the ultimate responsibility for Affirmative Action Administration with responsibilities to ensure the maintenance and implementation of Affirmative Action Plans and to ensure that the coordination, direction and review of equal opportunity policies, practices and programs (including but not limited to hiring, promoting, demoting, transferring, recruiting, advertising, laying off, discharging, compensating and selection for training) is accomplished. Human Resources is also responsible for making reports to senior management for equal employment efforts on a periodic and continuing basis.

Any complaints of discriminatory treatment in violation of this policy should be brought to the attention of Human Resources so that an investigation may be undertaken.

## E-Commerce Requirements

### GENERAL INFORMATION:

- On-line catalog location (URL address): <http://www.gale.cengage.com>.
- Minimum PC requirements in terms of hardware to access our E-Commerce Site:
  - PC Minimum Requirements:
    - Operating System: Windows95 (Minimum); Windows 98 and 98 SE; Windows Millennium; Windows 2000; Windows NT 4.0.
    - Intel or equivalent Pentium processor, 133 MHz or faster processor speed.
    - 128 MB RAM for Windows 2000 or NT.
    - 64 MB RAM for Windows 95, 98 or ME (Minimum).
    - For DSL modem, PC must have an available Ethernet card, either 10Base T or set to run at 10 Mbps.
  - Macintosh Minimum Requirements:
    - Operating system 8.1 to 9.1.
    - Power PC processor, 120 MHz or faster processor speed.
    - 20 MB of free hard drive space.
    - 64 MB RAM with Virtual Memory turned on.
  - To install the DSL modem, your computer must have an available Ethernet port, either 10Base T or set to run at 10Mbps.
- What browser software is preferred: Explorer is best for our application, but Netscape is also fine.
- What version of the browser is required: Explorer 5.0 and up.
- Technical Assistance: 1-800-877-GALE (4253) (option 4).
- Ordering Assistance: 1-800-877-GALE (4253) (option 2).



## **Equal Employment Opportunities**

**We provide a workplace that offers equal employment opportunities (EEO).**

We are committed to providing equal employment opportunities (EEO) for all persons regardless of: race, color, religion, gender, age, marital status, sexual orientation, national origin, citizenship status, disability, veteran status, or any other group protected by applicable federal, state or local laws.

This policy extends to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfers, leave of absence, compensation and training. We comply with applicable laws governing nondiscrimination in every location in which we have facilities. Gale Cengage Learning makes every effort to reasonably accommodate individuals with a disability in order to provide employment opportunities for them.

Furthermore, it is the company's commitment not to discriminate in any manner against qualified individuals with disabilities with regard to all terms and conditions of employment.

Employees who believe they have a disability that may require a reasonable accommodation in order to perform the essential functions of their position should contact their manager or the Human Resources department.



## Equal Business Opportunity Plan (EBO Plan)

***Gale Cengage Learning does not have an Equal Business Opportunity Plan. However, the following statement is taken directly from our Business Code of Ethics:***

We believe in fair and open competition, and our success depends in part on our ability to offer competitively priced quality products and services. While we compete vigorously, we comply with applicable antitrust and competition laws wherever we do business.

Antitrust or competition law is extremely complex and covers a broad range of conduct that may be declared illegal. Many antitrust or competition laws prohibit making agreements with competitors or customers to limit or restrict competition, or sharing information with competitors or customers that would limit or restrict competition. This information could include discussions or agreements with competitors relating to:

- Prices
- Products and services
- Business practices
- Territories
- Bids for new business
- Distribution channels
- Customer lists

While we strive to exceed customers' expectations, we will only make honest and factual claims about our products, services and businesses that can be substantiated.

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 4.	Name (as shown on your income tax return) <b>The Gale Group, Inc.</b>	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> <span style="float: right;"><input checked="" type="checkbox"/> Exempt from backup withholding</span>	
	Address (number, street, and apt. or suite no.) <b>27500 Drake Road</b>	Requester's name and address (optional)
	City, state, and ZIP code <b>Farmington Hills, MI 48331-3535</b>	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

or

Employer identification number								
0	6	1	4	1	1	7	3	7

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person <input style="width: 80%;" type="text"/>	Date <input style="width: 80%;" type="text"/>

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  2. Certify that you are not subject to backup withholding,
- or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

#### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.



## CONTACT INFORMATION

Please direct all correspondence concerning a Request for Proposal, Bid, Request for Quotation, Request for Information and Broad Agency Announcement to:



Mr. Martoia will see that all appropriate Gale staff members are notified of any original or amended RFP, Bid, RFQ, RFI, or BAA that is sent to him. Please forward this sheet to anyone responsible for updating your company vendor contact information.



# 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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### Materials Management Procurement

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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 previous 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 contract. 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 practicable 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:
  - a. Waive the non-conformance.
  - b. Stop the work immediately.
  - c. 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.



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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 subletting 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



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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,



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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.
- a. 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.
  - b. 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:**
- a. 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.
  - b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
  - c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
  - d. 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



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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 deliver 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:
- The contractor provides material that does not meet the specifications of the contract;
  - The contractor fails to adequately perform the services set forth in the specifications of the contract;
  - The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
  - 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:

- Cancel any contract;
- Reserve all rights or claims to damage for breach of any covenants of the contract;
- 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  
8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

- 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: Loudoun County Public Library

Contact: Kathy Gilbert

Address: 908A Trailview Blvd. SE

Leesburg, VA 20175

Phone: 703 771 5233

2. Company: Las Vegas Clark County Library District

Contact: Jan Passo

Address: 833 Las Vegas Boulevard, N

Las Vegas, NV 89101

Phone: 702 507 3582

3. Company: Phoenix Public Library

Contact: Kathleen Sullivan

Address: 1221 N. Central Avenue

Phoenix, AZ 85001

Phone: 602 262 7360



## 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.

N/A

Exceptions to Specifications detailed in Gale's Cover Letter.

1. Standard terms and conditions, (15) Indemnification
2. Standard terms and conditions, (23) Title and Risk of Loss
3. Standard terms and conditions, ( 5) Cooperative Purchasing
4. Special terms and conditions, (15) Shipping Terms
5. Special terms and conditions, (39) Cancellation

**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 P09-0023C 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.

*Carol Johnson*  
 Signature

12/15/09  
 Date

Carol Johnson, EVP Sales  
 Typed Name and Title

The Gale Group, Inc  
 Company Name

27500 Drake Road  
 Address

Farmington Hills  
 City

MI  
 State

48331-3535  
 Zip Code

Attested by

*Mary Jo Waddell*  
 Mary Jo Waddell, City Clerk

*Diane Neverman-Bailey*  
 Diane Neverman-Bailey, Senior Librarian

*J.P. de la Montaigne*  
 J.P. de la Montaigne, Community Services Director  
**Ellen Van Riper, Assistant City Attorney**

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

The above referenced Contract Amendment is hereby Executed  
 at Peoria, Arizona

*Herman F. Koebergen*  
 Herman F. Koebergen, Materials Manager



CC Number

ACON00409A  
 Contract Number

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# CONTRACT AMENDMENT

**Materials Management  
Procurement**  
9875 N 85<sup>th</sup> Ave, 2<sup>nd</sup> Fl  
Peoria, AZ 85345  
Telephone (623) 773-7115  
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Solicitation No P09-0023C 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 A.R.S. § 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. P09-0023C 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.

11/19/10  
Date

Joseph Martioia  
Bid Writer and Administrator  
Typed Name and Title

Gale Group, Inc.  
Company Name

27500 Drake Rd.  
Address

Farmington Hills  
City

MI  
State

48331-3535  
Zip Code

Attested By:

City Clerk

Director: J.P. de la Montaigne, Com Services Director

Department Rep: Ingrid Landon, Library Op Coordinator

CC Number

ACON00409B  
Contract Number

Approved as to Form: Stephen M. Kemp, City Attorney  
Ellen Van Riper, Assistant City Attorney

The above referenced Contract Amendment is hereby Executed

February 2 2011, at Peoria, Arizona

Herman F. Koebergen, Materials Manager



City Seal

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# 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. P09-0023C Page 1 of 1  
Description: Library Materials and Processing Services  
Amendment No. Three (3) Date: 12/08/11

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.

 Signature	1/10/12 Date	Joseph Martioia Bid Writer and Administrator Typed Name and Title	Gale Group, Inc. Company Name
27500 Drake Rd. Address		Farmington Hills City	MI 48331-3535 State Zip Code

Attested By:  


Wanda Nelson, City Clerk

  
Director: Jeff Tyne, Community Services Director

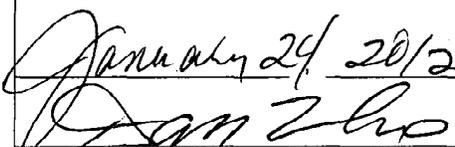
  
Department Rep: Brenda Rehnke, Recreation Manager

CC Number  
ACON00409C  
Contract Number

  
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, Materials Management Supervisor

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**A CON 004090**