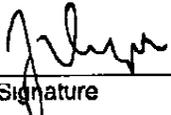


	CONTRACT AMENDMENT		Materials Management Procurement 9875 N 85 th Ave, 2 nd Fl Peoria AZ 85345 Telephone (623) 773-7116 Fax (623) 773-7118 Buyer Christine Finney	
	Solicitation No	P12-0016A		Page 1 of 1
	Description	Library Materials		
Amendment No	Two (2)	Date	9/12/13	

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 11/30/13

THE NEW CONTRACT TERM 12/01/13 to 11/30/14

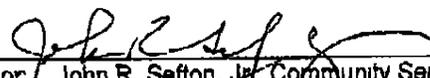
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division

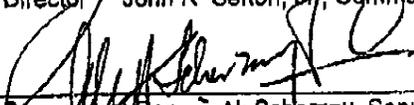
	10/14/2013	Jim Draper, General Manager	Cengage Learning
Signature	Date	Typed Name and Title	Company Name
27500 Drake Road		Farmington Hills	MI 48331
Address		City	State Zip Code

(Attested By

for Rhonda Geriminsky, City Clerk

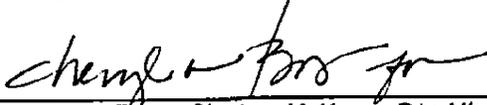
Rhonda Geriminsky, City Clerk


 Director John R. Sefton, Jr., Community Services Director

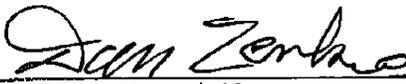

 Department Rep Ali Scherzay, Senior Librarian

CC Number

ACON61711B
 Contract Number


 Approved as to Form Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
October 27 2013, at Peoria, Arizona


 Dan Zenko, Materials Manager



City Seal
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Official File

ACON61711B



CONTRACT AMENDMENT

Solicitation No. P12-0016A Page 1 of 1
 Description: Library Materials
 Amendment No. One (1) Date: 8/22/12

Materials Management Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118
 Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 11/30/12.

THE NEW CONTRACT TERM:

Contract Term: 12/01/12 to 11/30/13

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

	9/24/2012	Frank Menchaca EVP Publishing	The Gale Group, Inc.	
Signature	Date	Typed Name and Title	Company Name	
27500 Drake Road		Farmington Hills	MI	48331
Address		City	State	Zip Code

Attested By:

City Clerk



CC Number

ACON61711A
Contract Number

Director: John Sefton, Community Services Director

Department Rep: Ali Scherzay, Senior Librarian

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

The above referenced Contract Amendment is hereby Executed

Oct 11, 2012, at Peoria, Arizona

Dan Zenko, Materials Management Supervisor

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Official File

ORIGINAL



City of Peoria, Arizona Notice of Request for Proposal



Request for Proposal No: **P12-0016A** Proposal Due Date: **October 26, 2011**
 Materials and/or Services: **Library Materials** Proposal Time: **5:00 P.M. AZ Time**
 Contact: **Christine Finney**
 Mailing Address: **City of Peoria, Materials Management** Phone: **(623) 773-7115**
9875 N. 85th Avenue, 2nd Floor, 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

The Gale Group, Inc.

Company Name

27500 Drake Road

Address

Farmington Hills, MI 48331

City

State

Zip Code

Telephone: 8008774253 Fax: 2486998062

Email: joseph.martoia@cengage.com

Dale Ebeling
 Authorized Signature for Offer

Dale Ebeling

Printed Name

VP Accounting and Financial Rept

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:

Wanda Nelson

Wanda Nelson, City Clerk



CC: _____

Contract Number:

A CON 61711

Official File: _____

City of Peoria, Arizona.

Effective Date: 11-30-11

Approved as to form:

Stephen M. Kemp
 Stephen M. Kemp, City Attorney

Contract Awarded Date

November 29, 2011

Dan Zenko
 Dan Zenko, Materials Management Supervisor



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
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 within 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

9875 N. 85th Ave., 2nd Fl.
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 11246.
 - 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 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.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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Phone: (623) 773-7115
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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.
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. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
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option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to 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 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:



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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- 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.

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.



STANDARD TERMS AND CONDITIONS

Materials Management

Procurement

9875 N. 85th Ave., 2nd Fl.
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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.
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.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P12-0016**

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Library Materials**.
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 use of all City of Peoria departments, agencies and boards.
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. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
10. **Proposal Format & Submittal Requirements:** See **Pages 17-18** for Proposal Format and Submittal Requirements for this solicitation.
11. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror 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. Vendor's capabilities, products, and City's requirements
 - b. Discount Percentage
 - c. Compliance to or deviations from scope of work specifications
 - d. Vendor References
 - e. Conformance to Request for Proposals.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.



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12. **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.
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. **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.
15. **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.
16. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
17. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the engineering field.
18. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
19. **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.
20. **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.
21. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, 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.
22. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. 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.
23. **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



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- 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, 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.

24. **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.
25. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
26. **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.
27. **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



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out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required 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.

28. **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.
29. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
 - Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
 - Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - Ensure that offices and workspaces containing customer information are secure.
 - Ensure that computer virus protection is up to date
30. **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.
31. **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.
32. **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.



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

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

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

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

34. **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: **P12-0016**

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
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Phone: (623) 773-7115
Fax: (623) 773-7118

Scope of Work City of Peoria Library Materials

The City of Peoria desires to contract with a qualified and experienced vendor or vendors to provide quality printed and nonprint library materials. Services are sought for the Peoria Main Library and the Sunrise Mountain Branch Library.

Offerors should respond to as many areas in the scope of work as possible. If a vendor doesn't provide a particular product line, please "deviate" or "no bid" that item. The City of Peoria will consider all offers. However, vendors with the ability to supply multiple product lines are preferred. Offerors shall indicate pricing as a percent discount off List Price.

The scope of work and minimum specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable manufacturers, processes, materials and/or brands. They are not intended to be exclusive or restrictive.

For Fiscal Year 2012, Peoria Public Library budgeted \$280,379.00 for Library Materials and plans to spend 100% of it. This information is provided as an aid to vendors in preparing proposals only. It is not to be considered a guarantee of volume under this RFP. The successful offeror(s)' discount and pricing schedule shall apply regardless of the volume of business under contract. The City of Peoria does not guarantee any quantity of orders.

1. Requirements:

- a. All books must be new and unmarked
- b. Periodicals, including but not limited to magazines, journals and foreign imprints are excluded from this solicitation.
- c. Contractor must guarantee complete satisfaction with materials delivered under the contract. Contract vendor shall accept return, shipping prepaid by contract vendor, of any material found to be unacceptable.
- d. Contract vendor shall provide a broad range of library books and media that will support the educational and library programs of the City of Peoria.
- e. Special Promotions available to Contractor's other clients shall also be extended to the City of Peoria.
- f. Contract vendor shall maintain a reasonable stock on hand of the books and media offered in order to ensure quick delivery.
- g. Contract vendor shall maintain a catalog or listing of materials. Catalog or listing shall include title, edition, ISBN, price, and other information pertinent to ordering library books and media.
- h. Contract vendor shall deliver materials promptly. The City of Peoria prefers that materials be delivered from stock. ***Backorders will be permitted only upon approval from the member.***



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- i. Rush delivery may be offered. "Rush" is defined as "overnight" (24-hour) delivery. Any additional charge for rush delivery shall be indicated in the offeror's proposal.
- j. Contract vendor shall maintain an error rate of two percent (2%) or less in filling orders, following a sixty (60) day familiarity period.
- k. Libraries in the State of Arizona are exempt from Arizona Transaction Privilege Tax (State Sales Tax) and Arizona use Tax on the purchase of books, electronic information and audio/visual materials. Arizona contract vendors may only charge an applicable local transaction privilege tax (city sales tax).
- l. Multiple contracts may be awarded. The City of Peoria has the right to choose the contractor that best meets their requirements for any purchase.
- m. Leasing may be included in this request for proposal.

2. Scope of Work and Specifications

Offerors will respond to each numbered item by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Details for deviations will be listed by item number and attached to the proposal.

	Requirement	Comply	Deviate*
2.1	General Requirements		
2.1.01	The minimum single order requirement shall be one book or one unit.	x	
2.1.02	Contract vendor shall provide small single copy orders, upon request.	x	
2.1.03	Contract vendor shall provide large quantities of single titles and/or multiple titles, when requested.	x	
2.1.04	Contract vendor shall repair or replace with no obligation to the Library, any item with a defect that occurs during the warranty period, except where it is shown that the defect was caused by misuse and not by faulty manufacture.	x	
2.1.05	Individual videos, CDs and DVDs that become damaged and/or are defective in the first twelve (12) months after receipt date shall be replaced free of charge to the Library.	x	
2.1.06	Substitutions and/or additions of titles or editions to orders shall not be permitted without written authorization from the ordering library staff. All unauthorized substitutions and/or additions will be returned to the contract vendor at contract vendor's expense.	x	
2.1.07	To aid in payment processing, invoices shall include, but are not limited to the following information: "Bill to" name and address, "Ship to" name and address, City of Peoria purchase order number, title/author, quantity, list price, % of discount, discounted cost and total cost for quantity purchased.	x	



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	Requirement	Comply	Deviate*
2.2	Ordering		
2.2.01	Within 60 days after contract commences, each contract vendor shall strive to maintain an average fill rate of 95 percent within 30 days from date of order for current U.S. imprint items. Line items that are reordered, back-ordered, or partially filled are not considered filled.	x	
2.2.02	Orders not filled and partials shall be reported to the ordering library member. Wherever possible, the contract vendor shall inform library staff of the availability date of non-filled and partial orders within 30 days after receipt of order. Failure to maintain acceptable fill rates for library materials may result in the contract cancellation.	x	
2.2.03	It is preferred that the electronic ordering system shall allow library staff to enter orders and shall have full order inquiry capabilities.	x	
2.2.04	It is preferred the contract vendor shall provide order system software and training guides/manuals at no additional cost to all library staff members choosing to place orders electronically, if applicable. Samples of software and training guide/manuals may be required at no cost.	x	
2.2.05	It is preferred the contract vendor provide a toll-free telephone support and assistance at no extra charge to all library staff members interested in ordering electronically.	x	
2.2.06	Contract vendors are encouraged to provide web-based information on their products, services, marketing information, electronic ordering, etc.	x	
2.3	Shipping		
2.3.01	Library Staff shall have the option to indicate whether partial orders are to be shipped as available or held for completion. Unless the staff member authorizes partial shipments, contract vendor shall furnish the total number of copies of any individual title in one shipment and fill orders for multi-volume sets in one shipment.	x	
2.3.02	Contract vendor shall advise ordering member by email any product not in stock, and/or any product out of print. (It is preferred, when reporting products temporarily out of stock, contract vendor shall, if possible advise the library of the anticipated delivery date.)	x	
2.3.03	Contract vendor cancellation of orders in part or whole for materials not available, out of stock, out of print, and/or not yet published will be made by means of appropriate notations and adjustments on orders returned to the library. Contract vendors will make no shipments of cancelled materials except on the basis of a new order from the Library	x	



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	Requirement		Comply	Deviate*
2.3.04	Contract vendor shall check all shipments for accuracy and completeness, and shall maintain a minimum 98% rate for accuracy (i.e. books shipped represent the order received) and completeness (i.e. books appearing on the packing slip are shipped) throughout the life of the contract.		x	
2.3.05	A statement must be provided with the first shipment and shall include a listing of unavailable products, out of print titles, titles out of stock indefinitely, titles out of stock temporarily, and titles not to be supplied for other reasons. This information may be included on the packing slip or invoice.		x	
2.4	Bindings			
2.4.01	Bindings shall meet or exceed requirements established by the American Library Association (ALA) and Library Binding Institute (LBI), where applicable.		x	
2.4.02	Cloth bindings for hardcover publications shall be the publisher's standard binding.		x	
2.4.03	Library bindings for hardcover publications shall be reinforced and include reinforced juvenile publications.		on some	
2.5	Other			
2.5.01	Other printed and nonprinted library materials requested but not limited to: DVDs, VHS, audio books, dictionaries, thesauri, teacher resource guides, maps, educational wall charts, and quizzes for reading programs.			No Bid

* Deviations must be listed and attached to the proposal



SUBMITTAL REQUIREMENTS

Solicitation Number: **P12-0016**

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I. Proposal Format: 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. 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 office(s) which will be performing the work.

II. Proposal Content:

- a. Proposal Content - the following items shall be addressed in the proposal submission.
 - i. Firm Capabilities in providing services and products requested.
 - ii. Indication of compliance or deviation to the Scope of Work Specifications
 - iii. Offered discount percentage
 - iv. Inventory and speed of delivery
 - v. References from Similar Services completed within the last five (5) years.

III. 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 advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- a. Vendor's capabilities, products, and City's requirements
- b. Discount Percentage
- c. Compliance to or deviations from scope of work specifications
- d. Vendor References
- e. Conformance to Request for Proposals.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

IV. Proposal Due Date and Contact Information:

Proposals are due no later than 5:00 P.M. on October 26, 2011.

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

City of Peoria
Materials Management
9875 N. 85th Avenue, 2nd Floor
Peoria, Arizona 85345



SUBMITTAL REQUIREMENTS

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Proposals must be submitted in a sealed envelope or package with the solicitation number and the Offeror's name and address clearly indicated on the envelope or package as shown below:

Company Name

Company Address

RFP#: P12-0016, Library Materials

All questions regarding this RFP should be in writing and directed to Christine Finney, Buyer via E-mail at Christine.Finney@PeoriaAZ.gov or Fax at (623) 773-7118.

Contact with City staff, other than the designated contact person indicated in the RFP, regarding this solicitation is strictly prohibited during the proposal process.



QUESTIONNAIRE

**Materials Management
Procurement**
 9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Phone: (623) 773-7115
 Fax: (623) 773-7118

Solicitation Number: P12-0016

Please list a minimum of three (3) owner references from similar projects whom the Materials Management Division may contact:

1. Company: Yuma County Library
 Contact: Becky Bush Phone: 928.782.1871
 Address: 2951 S. 21st Drive, Yuma AZ
 Description of Work: Large Print Selector
 Annual Value: _____

2. Company: Cochise County Library System
 Contact: Pat Valencia Phone: 520.432.8930
 Address: Drawer AK, 100 Claxson Ave 2nd Floor
 Description of Work: Boise AZ
Large Print Selector
 Annual Value: _____

3. Company: Coolidge Public Library
 Contact: Adri Saavedra Phone: 520-723.6030
 Address: 160 W Central Ave, Coolidge AZ
 Description of Work: _____
 Annual Value: _____



QUESTIONNAIRE

Solicitation Number: **P12-0016**

**Materials Management
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9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Please list a minimum of three (3) owner references from similar projects whom the Materials Management Division may contact:

Please refer to page 21 in the enclosed Business Policies for Print Products for a listing of all references.

1. Company: _____
 Contact: _____ Phone: _____
 Address: _____
 Description of Work: _____

 Annual Value: _____

2. Company: _____
 Contact: _____ Phone: _____
 Address: _____
 Description of Work: _____

 Annual Value: _____

3. Company: _____
 Contact: _____ Phone: _____
 Address: _____
 Description of Work: _____

 Annual Value: _____



QUESTIONNAIRE

Solicitation Number: **P12-0016**

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Fax: (623) 773-7118

Offerors are to indicate below any exceptions they have taken to the Terms, Conditions, or Scope of Work:

19) Customers may request audit of their financial and order information which must take place at our Farmington Hills, Michigan office. All expenses incurred on behalf of the customer will be at the expense of the customer; Gale will not reimburse any such expenses.

20) Plant inspections are not granted to customers due to the liability in the event that a customer may be injured due to the heavy machinery used in our facilities.

22) Customers should contact our Customer Service department in the event that a product is received in a damaged or defective state. Gale will immediately send a replacement; customers have 30 days to review a book to determine if it meets their needs. If the book does not, it may be returned for credit, however, shipping costs for the return are at the expense of the customer.

23) Gale's shipping terms are FOB shipping point on all orders. Orders over \$500 will not incur shipping charges. Orders less than this amount may incur shipping costs which are approximately 7% of invoice cost. Prepaid orders will incur NO shipping costs.

Pricing: Gale's catalog prices and discounts/promotions may change at any time with or without notice. Catalogs and ordering information may be found at www.gale.cengage.com.

Gale shall be permitted to assign this Agreement to an affiliate, a successor in interest or in connection with a change of control or transfer of assets to which this Agreement relates, without the consent of the customer agency.

If Gale is unable to provide products and unable to perform contract and the participating agency elects to purchase products from other sources, or wishes to deduct charges from existing invoice total due at that time, Gale is not responsible for any difference between contract and actual price.

Gale is attaching its Business Policies for Print Products 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 #20111026-P140 must be noted upon order placement. Notification of award of this contact, if received, is required in order that terms and conditions in this offer may be entered accordingly. Award notification must be sent to the Bid Writer as noted on the enclosed Proponent Contact sheet.



QUESTIONNAIRE

Solicitation Number: **P12-0016**

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

City of Peoria Business License: Vendors will be required to obtain a City of Peoria Business License at the time of contract award.

Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the **City of Peoria Sales Tax & License Division** at (623) 773-7160 or via email at salestax@peoriaAZ.gov.

If you already have a City of Peoria business license, attach a copy to your proposal.

A copy of Gale's Business License should be on file as it was obtained in 2008 with the last awarded contract. Please advise.



QUESTIONNAIRE

Solicitation Number: **P12-0016**

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
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 _____.

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

Gale
27500 Drake Road
Farmington Hills, MI 48331
Tel (800) 877-4253
www.gale.cengage.com



October 21, 2011

City of Peoria

RE: RFP P12-0016 Library Materials

Attachment to bid submission

Gale is pleased to provide you with special discounting for Thorndike Press titles.

- Standing orders receive between 25% and 40% discount and free shipping, depending upon the standing order chosen.
- Individual title orders receive between 10 and 15% discount with the shipping additional **unless** you sign up for an individual title plan with an annual commitment of units - the Librarian's Choice program:
 - with a commitment to 24 titles annually you will receive 15% discount, shipping is additional
 - with a commitment to 48 titles annually you will receive 20% discount, shipping is additional
 - with a commitment to 100 titles annually you will receive 20% discount with free shipping.

Additionally, attached to this letter is a listing of the Large Print References which may assist you in your purchases.

Should you need any additional information regarding contracting, please contact Joseph Martoia, Bid Writer at joseph.martoia@cengage.com or phone 800.877.4253 x8287.

Sincerely,

Joseph Martoia
Bid Writer

Attachment (Large Print References)



GALE
CENGAGE Learning™

Business Policies for Print Products

The Gale Group, Inc.
Bid Department
27500 Drake Road
Farmington Hills, Michigan 48331
Phone: 800 877 4253 x 8287
Fax: 248 699 8062
www.gale.cengage.com

September 13, 2011

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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>):

Gale 2011 Catalog

- Standing Orders receive discounting based upon program eligibility. See www.gale.com/SO4ME for details.
- Free Shipping on Standing Orders
- 25% - 50% discount on Gale Series on up-to-date older volumes and complete sets
- Foundation discounts range from 20-30%
- Free shipping and handling on all prepaid orders

Five Star Quarterly 2011 Catalogs

- 2 discount Librarian's Choice Plans offer 15% discount
- 10% discount on Five Star Hard Covers – see catalog for promo code
- Standing Order Plans offer 15%-25% discount off list price plus FREE shipping

Sleeping Bear Press, January 2011 - June 2011 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
- Discover American Classroom Set Pricing multiple set discounts 15 – 25%

Greenhaven Press, Lucent Books, KidHaven Press –“Monstrous Reads” 2011

- Standing and Foundation Order discount is 15% -30% off list
- Tiered pricing discounts 20 – 30%

Greenhaven Press 2010 Catalog

- 20% off title list price
- Standing and Foundation Orders series based offer 25-30%; bundles offer up to 35% discount
- Tiered pricing discounts of 20 – 30%

Thorndike Press, 2011 Monthly Catalog

- Monthly catalogs offer discounting of 20% – 25% discount
- FREE shipping on all Hardcover Standing Order Plans
- Special discounts on Librarian's Choice Plans

Thorndike Press Large Print Monthly Catalog including Kennebec Large Print

- See catalog for discount offerings
- Free shipping on all orders
- Librarian's Choice Plans save up to 20%
- Selected series-based standing orders discounted up to 40%
- Special discounts when you order online at www.gale.cengage.com/thorndike

UXL Catalog 2011

- Each item placed on Standing Order receives 15% discount upon publication
- Multi Volume sets – many at \$20.00 savings

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. This is a great Collection Development tool to keep your resources current.

NOTE: Effective June 30, 2009 Gale has terminated the program that offered buyers of an eBook (standing order) the same edition in print at a 75% discount.

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 and Océano orders over \$1,000

Cataloging Service

Library Processing is available upon request. Please refer to the attached Gale Cataloging Service form for details. If you require assistance please contact our Print Support Center at (800) 877 4253 option 2 or email Printorders@cengage.com. Additional forms may be found in our catalogs or on our website: www.gale.com.

Catalogs

Catalogs for all Gale imprints are available 24 hours a day, every day online at www.gale.cengage.com/customer_service.

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:

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

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 routing number is 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

Payment terms are Net 30 Days. Gale does not offer early payment or cash 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

Customers Outside of the U.S. & Canada

To place an order, make an inquiry or obtain customer service, visit 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

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

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. 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:

Cengage 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. As of July 1, 2010 Gale will provide FREE shipping on orders which exceed \$500 as well as free unattached or attached library processing depending on order value. Please refer to the Library Processing Bundle information under the **Gale Cengage Learning Cataloging and Processing Service** section of this policy document.

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

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.

Additionally, if you require multiple copies of invoices be sent to your location(s) please note this upon order placement.

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 (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.*



GALE

CENGAGE Learning™

Library Processing Support

CATALOGING SERVICE TEAM

1-800-877-4253

Peggy Williams, Manager—ext. 8859

Diana Carter, Service Rep—ext. 2162

Angela Welton, Service Rep—ext. 8126

Karen Whyte, Service Rep—ext. 8718

Fax Number: 1-877-363-4253

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.

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

BILL TO:

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

SHIP TO:

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

Gale Bundles

Please choose one of the following bundled service offerings alone or in combination with the à la carte items listed below.
When selecting a bundle, complete the specifications for each item included in that bundle.

Unattached Processing Bundle I - \$1.00/book

- Includes a Spine label, Barcode, & Marc Record Unattached for each book.

Attached Processing Bundle II -\$1.50/book

- Include a Spine label, Barcode, & Marc Record Attached to each book.

Attached Shelf Ready Bundle III - \$2.00/book

- Includes a Spine Label, barcode, Marc record, Theft detection (3m or checkpoint only) for each book.

Attached Shelf Ready Bundle IV - \$2.00/book

- Includes a Spine Label and an RFID Tag for each book. (Bundle does not include marc record, theft detection, or barcode due to overlapping with RFID device.)

A la Carte Items

Spine Labels only

- Unattached - \$0.25/book
- Attached -\$0.40/book
 - 2 inches from bottom of book
 - _____ inches from bottom of book

Property Label/Stamp

- Unattached label -\$0.25/book
- Attached label - \$0.40/book
 - Placement (specify) _____
- Stamp
 - I will provide my own -\$0.10/book
 - Gale will customize -\$0.15/book
 - Inscription: _____
 - Placement: _____

Cataloging & Packing

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

Book Covers

- Colibri covers -\$1.60/book
- Kapco Covers -\$2.05/book

Security System Products

- Attached -\$0.50/book
- Unattached -\$0.50/book
- Format – please check one:**
 - 3M Magnetic Strip
 - Check Point: Frequency _____
 - Plain Tag
 - Date Due Tag

RFID tags

- Includes tag, tag cover, application, & tag programming.
- Attached -\$1.65/book
- Unattached -\$1.65/book
- Frequency Type: Check one**
 - Checkpoint ILS RFID
 - ITG Apex RFID
 - 3M's D7 RFID
 - Placement: _____

Call Number Specifications

Reference prefix above Dewey (circle one):

R Ref REF

Non Fiction Dewey + 3 letters of Main Entry

Other: _____

Fiction F + 3 letters of Main Entry

Other: _____

Easy Books E + 3 letters of Main Entry

Other: _____

Story Collections SC + 3 letters of Main Entry

Other: _____

Individual Bio 92 + 3 letters of Biographee Entry

Other: _____

Collective Bio 920 + 3 letters of Main Entry

Other: _____

- Classifications in all CAPS (ABC)
- Classifications first letter only CAP (Abc) (Default)
- Font size for spine labels:
 - 9 pt (default)
 - _____ Pt (between 9 pt and 16 pt)

Subject Headings

- Use Sears subject headings
- Use Library of Congress subject headings (LCSH)
- Use Library of Congress Children's subject headings on juvenile titles, LCSH otherwise
- Use LCSH, but omit juvenile subdivisions (no juvenile literature, etc.)

Other Specifics

Online Information

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/:

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

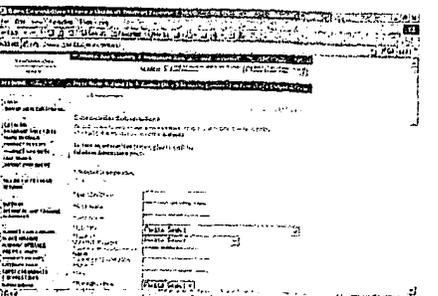
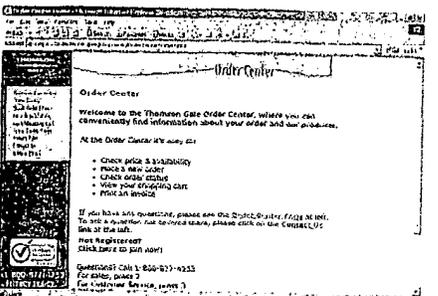
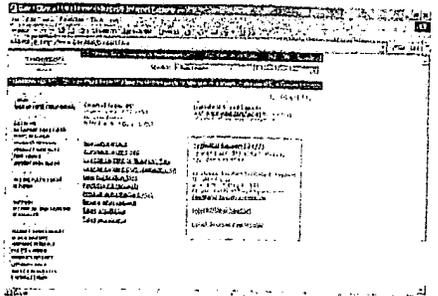
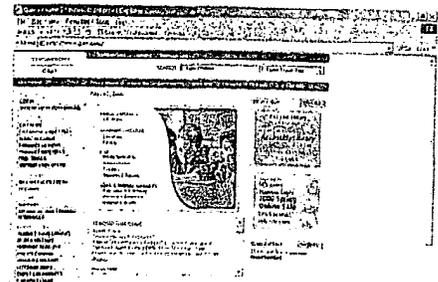
<https://ordercenter.galegroup.com/Ordercenterhome.html>:

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

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

- E-mail Subscriptions
- E-newsletter Archive
- InfoTrac Discussion List

<http://www.galeschools.com/>





OUR COMPANY

Gale is a part of Cengage Learning, an operating unit of Apax Partners and OMERS Capital Partners. Apax Partners, a global private equity group with global funds that total \$20 billion is also the largest and longest established media team in the industry with recent media and education investments in Trader Media Group, Incisive Media, PCM Uitgevers, Asquith Court, Bigchalk.com, Fred Pryor Seminars, Medsn, and The Learning Annex among many others. The Canadian partner is OMERS Capital Partners, a \$48 billion pension fund with a long history of direct investments.

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.

Consumers use Gale products in virtually every major library in the world. In North America, 100% of the reference collections of public and academic libraries include Gale products.

With more than 200 individual awards and designations for outstanding product achievements, Gale is one of the world's most honored reference publishers with products which include the acclaimed InfoTrac family of products, an online periodical database interface in use in more than 100 countries.

Gale pioneered the concept of online Resource Centers, a single, topical research portal that integrates classic reference content with newspaper and magazine articles and digitized primary documents. Resource Centers on such topics as health, biography, business and literature are in use in major libraries across North America, where researchers enjoy robust results from a single search. The Student Resource Center, a curriculum-based research portal, has been adopted statewide by Texas, Louisiana and North Carolina.

Gale expands access to scholarly research through digital distribution and preservation of collections of rare books and documents. We are currently digitizing virtually every book published in English during the 18th Century. A four-year project, approximately 33-million pages of text and illustration will be available to scholars on their desktops. Gale is also digitizing the archives of The (London) Times, from 1785 to 1985, and the Russian archives, including KGB files, records confiscated from the Nazis during World War II, as well as census data and correspondence from monarchs and Russian royalty.

Gale is known worldwide as a key content provider for Web-based information services and partners with nearly 100 organizations which include Microsoft, Looksmart, Borders, Dow Jones and Thomson Financial.

Gale supports the research needs of a variety of news organizations, including National Public Radio and is a leading national advocate for libraries and librarians. Gale, the founder of the Library of the Year Award (with *Library Journal*), the Library Leadership Forum (an annual professional development seminar) and is major donor to the American Library Association and its divisions. Gale also maintains a seat on the board of the Friends of Libraries USA.

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Headquarters
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Contacts
Manager, Corporate Communications
Gale/Cengage Learning
248-699-8199

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Macmillan Reference USA [™]

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Gale Location and Contacts

Gale - Headquarters

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

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

Mail Purchase Orders To:

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Farmington Hills, MI 48333-9187

Phone Orders:

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1-800-414-5043

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

Email Orders:

printorders@cengage.com

By Email:

gale.customerservice@cengage.com

Product Questions:

By Phone: 1-800-877-GALE (4253)

By Fax: 877.363.GALE (4253)

Imprint Contact Information

Graham & Whiteside Limited

31 East Parade
Harrogate
Yorkshire
HG1 5LQ
United Kingdom
+44 1423 538 3333
+44 1423 531 035 (fax)

Greenhaven Press, Blackbirch Press and Lucent Books

15822 Bernardo Center Drive, Suite C
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

315 E. Eisenhower Parkway
Suite 200
Ann Arbor, MI
1-800-487-2323

Thorndike Press

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

Gale References

K - 12 MARKET

Austin Independent School District

2608 Richcreek Road
Austin TX 78757
Contact: Judy Pearce
Phone: 512-414-4923

Cypress-Fairbanks Independent School District

10300 Jones Road
Houston TX 77065
Contact: Jessica Lilley Hughes
Phone: 281-897-4141

***Carrollton Farmers Branch ISD**

1505 Randolph Street
Carrollton TX 75006
Contact: Rob McLaughlin
Purchasing Supervisor
Phone: 972-968-6334

Billings Public School District #2

470 Industrial Avenue
Billings MT 59101
Contact: Stephanie Schmitz
Phone: 406-255-3578

Dallas Independent School District

3700 Ross Ave.
Dallas TX 75204-5476
Contact: Gay Patrick
Phone: 972-925-3490

Katy Independent School District

Support Center Complex
5364 Franz Road
Katy TX 77493
Contact: Phillip Ray
Phone: 281-396-6260

Liberty High School

9621 W Speckled Gecko Drive
Peoria, AZ 85383
Contact: Kande Michelson, Librarian
Phone: 623-773-6545

Mountain Range High School

12500 Huron Street
Westminster, CO 80234
Contact: Melody Reedy, Librarian
Phone: 720-972-6345

McAllen Independent School District

2000 North 23rd Street
McAllen TX 78501-6126
Contact: Clyde Lyons, Jr., Asst. Superintendent
Phone: 956-632-8409

Harris County

1001 Preston Avenue, Suite 670
Houston TX 77002
Contact: William Perry
Phone: 713-755-4961

***Northwest Career Technical Academy**

8200 W Tropical Pkwy
Las Vegas, NV 89149
Contact: Theresa Nelson, Library Media Specialist
Phone: 702-799-4640 x 4025
Email tjn@interact.ccsd.net

***North East Independent School District**

1400 Jackson Keller
San Antonio TX 78213
Contact: Sharon Swarner
Phone: 210-442-0300 ext 273

Northside Independent School District

5900 Evers Road
San Antonio TX 78238-1699
Contact: Ron Gerth, Director of Purchasing
Phone: 210-706-8500

PUBLIC MARKET

***Loudoun County Public Library**

908A Trailview Blvd. SE
Leesburg VA 20175
Contact: Mary Lou Demeo
Phone: 703-771-5233

***Las Vegas Clark County Library District**

833 Las Vegas Boulevard, N
Las Vegas, NV 89101-2059
Contact: Jan Passo, Collection Development Director
Phone: 702-507-3582
Email: passoj@lucclld.org

Contra Costa County Library

1750 Oak Park Boulevard
Pleasant Hills, CA 94523-4412
Contact: Cathy Sanford
Deputy County Librarian for Support Services
Phone: 925-927-3228

Phoenix Public Library

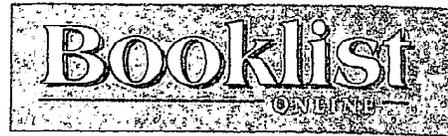
1221 N. Central Avenue
Phoenix, AZ 85001-1820
Contact: Kathleen Sullivan, Head of Collection Development
Phone: 602-262-7360

MAJOR AWARDS



The New York Public Library

CHOICE
CURRENT REVIEWS FOR ACADEMIC LIBRARIES



2010

2010 CODiE Award winner for Best Online Consumer Information Service

Encyclopedia.com

Dartmouth Medal Honorable Mention 2010

Encyclopedia of Modern China

RUSA Outstanding Reference Sources 2010

Encyclopedia of Environmental Ethics and Philosophy

Encyclopedia of Modern China

2009

Library Journal Best Reference Sources 2009

Encyclopedia of Modern China

Encyclopedia of Environmental Ethics and Philosophy

Gale Encyclopedia of Surgery and Medical Tests

CHOICE Outstanding Academic Titles 2009

Slavery and Anti-Slavery: A Transnational Archive

Encyclopedia of Environmental Ethics and Philosophy

Global Issues in Context

Psychology of Classroom Learning: An Encyclopedia

Encyclopedia of Drugs, Alcohol and Addictive Behavior

Booklist 2009 – Twenty Best Bets for Student Researchers

UXL Encyclopedia of World Mythology

UXL Encyclopedia of U.S. History

Booklist – Top of the List Reference Source for 2009

Grzimek's Animal Life

Carter G. Woodson Book Award 2009

Booker T. Washington and Education

2008

Choice Outstanding Academic Titles

Literature Criticism Online

Encyclopedia of Latin American History and Culture

The Middle East Online: Series 1: Arab-Israeli Relations, 1917-1970

New Encyclopedia of Africa

Infectious Diseases in Context

RUSA Best Reference Sources for 2008

Climate Change: In Context

RUSA Outstanding Reference Sources for 2008

Gale Encyclopedia of Diets

2008 CODiE Award Finalist

Nursing Resource Center

PowerSearch Plus

Academic OneFile

New York Library Association - Best of Reference

Small Business Resource Center

2007

Library Journal Best Reference for 2007

Encyclopaedia Judaica

Encyclopedia of Sex and Gender

Encyclopedia of Diets

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)

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.



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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, UXL, and Thorndike Press (Large Print editions only) imprint lines.

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

Regards,

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Nader Qaimari
Senior Vice President, Marketing
The Gale Group, Inc.



Company Name Change

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 1st sale.

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

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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,

A handwritten signature in black ink, appearing to read "Nader Qaimari", followed by a long horizontal line extending to the right.

Nader Qaimari
Senior Vice President, Marketing

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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.

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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.



GALE BID CONTACT INFORMATION

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

Joseph Martoia
Bid Writer and Administrator
The Gale Group, Inc.
Phone: 800-877-4253 ext. 8287
Fax: 248-699-8062
Email: joseph.martoia@cengage.com
Farmington Hills, MI 48331-3535
www.gale.cengage.com

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.

GALE W-9 Request for Taxpayer ID

Form W-9
 (Rev. January 2011)
 Department of the Treasury
 Internal Revenue Service

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 2.

Name (as shown on your income tax return)
The Gale Group, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor
 C Corporation
 S Corporation
 Partnership
 Trust/estate

Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership):

Other (see instructions):

Address (number, street, and apt. or suite no.)
27500 Drake Road

City, state, and ZIP code
Farmington Hills, MI 48331-3535

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line 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 2. 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

--	--	--	--	--	--	--	--	--	--

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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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.

Sign Here Signature of U.S. person *Dale Ebel* Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.