City of Peoria, Arizona
Notice of Request for Proposal

Request for Proposal No:	**P08-0016**	Proposal Due Date:	**October 18, 2007**
Materials and/or Services:	**Library Materials**	Proposal Time:	5:00 P.M. AZ Time
		Contact:	**Athena Bonner**
Project No:	Location: City of Peoria, Materials Management	Phone:	(623) 773-7115
	Mailing Address: 8314 West Cinnabar Avenue, Peoria, AZ 85345		

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

OFFER

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

For clarification of this offer contact:

Name: Kelvin Watson

Telephone: 734-477-4455 Fax: 734-477-1356

Borders Inc.
Company Name

Kelvin Watson
Authorized Signature for Offer

100 Phoenix Drive
Address

Kelvin Watson
Printed Name

Ann Arbor MI 48108
City State Zip Code

Associate Director Business Develop
Title

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

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

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

Attested by:

Mary Jo Kief, City Clerk

City of Peoria, Arizona. Effective Date: 11-29-07

Approved as to form:

William L. Emerson, Assistant City Attorney
Stephen M. Kemp, City Attorney

CC: _____

Contract Number: A CON 71007

Contract Awarded Date 11-28-07

Herman Koebergen, Materials Manager

City Seal

Official File: _____

A CON 71007

COP 203RFP (9/98)HFK

REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement
8314 West Cinnabar Avenue
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1. **PREPARATION OF PROPOSAL:**
   a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
   b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
   c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
   d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
   e. Periods of time, stated as a number of days, shall be calendar days.
   f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

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

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

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

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

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

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

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

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

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

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

12. **AWARD OF CONTRACT:**
    a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
    b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
       (1) Waive any immaterial defect or informality: or
       (2) Reject any or all proposals, or portions thereof, or
       (3) Reissue a *Request For Proposal*.
    c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).

STANDARD TERMS AND CONDITIONS

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

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:

   a. The submission of the offer did not involve collusion or other anti-competitive practices.

   b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

   c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.

3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

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

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

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.

5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements

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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 pervious agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contact. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.

14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

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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; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

    Force majeure shall not include the following occurrences:

    a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

    b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

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

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18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.

20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.

21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:

    a. Waive the non-conformance.

    b. Stop the work immediately.

    c. Bring material into compliance.

    This shall be accomplished by a written determination for the City.

23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.

26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.

28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

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29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.

34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).

35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.

36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.

SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P08-0016**

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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Library 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 exclusive use of the City of Peoria.

5. **Contract Type:** Fixed Price, Indefinite Delivery

6. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein

7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of thirty-six (36) months.

8. **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.

9. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.

10. **Proposal Format:** Proposals shall be submitted in one (1) original and 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:

    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

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v. References from Similar Services completed within the last five (5) years.

11. **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.

12. **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.

13. **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.

14. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards.

15. **Shipping Terms:** Prices shall be *F.O.B. Destination* to any location in the City of Peoria, delivered to the specified receiving point as required by the customer agency at the time of order. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

16. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance.

17. **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.

18. **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.

19. **Payments:** The City shall pay the Contractor upon services rendered and 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.

20. **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.

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ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.

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

21. **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.

22. **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.

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

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.

23. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required 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.

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

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

25. **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.

26. **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.

27. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

28. **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.

29. **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.

30. **Inventory:** The City of Peoria has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in cancellation.

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31. **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.

	SCOPE OF WORK	Materials Management Procurement 8314 West Cinnabar Avenue Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P08-0016**	

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.

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.

In Fiscal Year 2007, the Peoria library spent $170,000 on Library Materials. 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. Contract vendor shall maintain a reasonable stock on hand of the books and media offered in order to ensure quick delivery.
f. 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.
g. 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.***
h. 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.
i. Contract vendor shall maintain an error rate of two percent (2%) or less in filling orders, following a sixty (60) day familiarity period.

j. 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).

k. Multiple contracts may be awarded. The City of Peoria has the right to choose the contractor that best meets their requirements for any purchase.

l. 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	
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	X	

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		Comply	Deviate *
	materials may result in the contract cancellation.		
	Requirement		
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 arc 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	
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.	X	
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	X	

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	guides, maps, educational wall charts, and quizzes for reading programs.			

*** Deviations must be listed and attached to the proposal**

Submittal requirements are located in this form on page 8 paragraph 10 of the Special Terms and Conditions.

Please direct any questions to:
Athena Bonner
Contract Officer
Materials Management
City of Peoria
athena.bonner@peoriaaz.gov

BORDERS®

Borders, Inc. and Walden Book Company, Inc. are subsidiaries of Borders Group, Inc.

Deviation Details

- **Requirement #: 2.1.04 & 2.1.05**

  Procedures for handling defective products:

  Returns to Borders Stores

  Merchandise presented for return, including sale or marked-down items, must be accompanied by the original Borders, Borders Airport or Borders Express store receipt. Returns must be completed within 30 days of purchase. The purchase price will be refunded in the medium of purchase (cash, credit card or gift card).

  Merchandise unaccompanied by the original Borders, Borders Airport or Borders Express store receipt, or presented for return beyond 30 days from date of purchase, must be carried by Borders Express at the time of the return. The lowest price offered for the item during the 12-month period prior to the return will be refunded via a gift certificate.

  Opened cassette tapes, videos, DVDs and CDs are not returnable unless they are defective, in which case they may only be exchanged for another copy of the same title.

  Periodicals, newspapers, out-of-print, collectible and pre-owned items may not be returned.

  Newspapers and magazines are not returnable.

  Publishers, vendors, and manufacturers may offer other lifetime guarantee and or other defective replacement policies, in which case customer may work with that particular publisher, vendor, and or manufacturer if outside of Borders return policy.

- **Requirement #: 2.2.03 & 2.2.04 & 2.2.06**

  Borders will not have electronic ordering capability until 2008.

- **Requirement #: 2.2.05**

  Sales Account Manager Contact Information
  Amy Black, Sales Account Manager
  Phone: 480-748-7073
  ablack@bordersgroupinc.com

QUESTIONNAIRE

Solicitation Number: **P08-0016**

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

1. Company: Somerset County Library System
   Contact:
   Address: 1 Vogt Drive
   Bridgewater, NJ 08807
   Phone: 908-526-4016

2. Company: The Library Network of Michigan
   Contact:
   Address: 13331 Reeck Road
   Southgate, MI 48195-3054
   Phone: 734-281-3830

3. Company: Region VII Education Svc. Center (ESC)
   Contact:
   Address: 1909 North Longview Street
   Kilgore, Texas 75662
   Phone: 903-988-6700

	QUESTIONNAIRE	Materials Management Procurement 8314 West Cinnabar Avenue Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P08-0016**	

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes_____, No___X___.

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

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

QUESTIONNAIRE

Solicitation Number: **P08-0016**

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

*See Attachment A

Attachment A
City of Peoria, Arizona
Library materials RFP No. P08-0016

Borders Inc.

Discount Percentage:

$25 minimum order

Catalog/Shelf List Price Discount Percentage/Freight

Borders discounts off of retail price.

- 20% discount for single purchases up to $1,000*
- 25% discount for single purchases or $1,000 or higher*
- 10% discount on DVDs
- 20 or 25% discount on CDs in stock
- Net Title in store 20%
- 20 or 25% on all Café Items when purchased for business purposes, meals and edibles cannot be charged on Corporate and Educational account
- Gift Cards over $1,000, receive a 5% discount (on any single purchase)
- Flexible shipping to location of customer's choice (cost varies minimum $5.50 a carton). Additional freight charges may apply for RUSH delivery or AIR transportation deliveries. Additional freight may also apply for special orders. **Free shipping on all orders over $5,000**.

Note: * Certain restrictions apply. Discounts are not applicable on personal merchandise, certain "NET" books, periodicals, and non-stock special orders. Discount may not be combined with other promotional or special discount. Borders does not guarantee price or quantity on special orders.

*Discount Limitations
The following is a list of situations in which discounts are NOT given. The program discount does not apply to:

- Personal purchases
- Periodicals (magazines) or newspapers
- Non-stock merchandise: unless ordered according to the Corp/SPO Worksheet guidelines.
- Net Titles: unless ordered according to the Corp/SPO Worksheet guidelines.
- Used and Out-of-Print (OP) merchandise
- Tickets
- Donations
- Shipping expenses
- Merchandise currently on-sale/discounted.

Corp/Edu customers cannot have a "double" discount on these sales items, but they can choose to forgo their Corp/Edu discount for the sale price. An eligible agency may purchase at the higher discounts provided to consumers due to in store promotions, but cannot combine these discounts.

Note: Bargain books without additional promotional discounts may be discounted which are not business-related.

Procedures for handling defective products:

Returns to Borders Stores

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Merchandise unaccompanied by the original Borders, Borders Airport or Borders Express store receipt, or presented for return beyond 30 days from date of purchase, must be carried by Borders Express at the time of the return. The lowest price offered for the item during the 12-month period prior to the return will be refunded via a gift certificate.

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Periodicals, newspapers, out-of-print, collectible and pre-owned items may not be returned.

Newspapers and magazines are not returnable.

Publishers, vendors, and manufacturers may offer other lifetime guarantee and or other defective replacement policies, in which case customer may work with that particular publisher, vendor, and or manufacturer if outside of Borders return policy.

CONTRACT AMENDMENT

Solicitation No: **P08-0016C** Page 1 of 1
Description: Library Materials
Amendment No: One (1) Date: 09/11/08

Materials Management Procurement
8314 W. Cinnabar Ave
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Athena Bonner

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 12/03/08.

The New Contract Term is:

Contract Term: 12/04/08 to 12/03/09

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

Signature	Date	Typed Name and Title	Company Name
Tyne Lucas	1/9/09	TYNE LUCAS BID & CONTRACT SPEC.	Borders, Inc.

Address	City	State	Zip Code
100 Phoenix Drive	Ann Arbor	MI	48108

Attested by:
Mary Jo Kief, City Clerk

CC Number

ACON71007A
Contract Number:

Official File

City Seal

(Rev 02/01/08)

Requested by: Diane Neverman, Senior Librarian 9-25-08

Recommended by: Athena Bonner, Contract Officer

Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed 2/2/09, 2008, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

A CON 71007A

CONTRACT AMENDMENT

Materials Management
Procurement
8314 W Cinnabar Ave
Peoria, AZ 85345
Telephone. (623) 773-7115
Fax (623) 773-7118

Solicitation No P08-0016C
Description Library Materials
Amendment No Two (2)

Date 09/03/09

Buyer Athena Bonner

A In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended **The new contract term is 12/04/09 to 12/03/10.**

B Standard Terms and Conditions are amended to reflect the following changes. Paragraph 3, Applicable Law, Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following

3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement

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

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

Signature	Date	Typed Name and Title	Company Name
	11/6/09	BOB WITTERSHEIM FIELD SALES SUPERVISOR	Borders Inc

Address	City	State	Zip Code
100 Phoenix Drive	Ann Arbor	MI	48108

Attested by
Rhonda Simmons
For Mary Jo Kief, City Clerk

Requested by

Recommended by
Ellen Van Riper, Assistant City Attorney

Approved as to Form Stephen M Kemp City Attorney

The above referenced Contract Amendment is hereby Executed
November 12 2009 at Peoria, Arizona

Herman F Keebergen Materials Manager

CC Number

ACON71007B
Contract Number

Official File

City Seal

Rev 03/01/06

A CON 71007B

Materials Management Procurement
8314 W Cinnabar Ave
Peoria, AZ 85345
Telephone (623) 773-7115
Fax (623) 773-7118

Buyer Athena Bonner

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 is has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities

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

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

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

32. **PUBLIC RE CORD:** 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

ORIGINAL

CONTRACT AMENDMENT

Solicitation No: **P08-0016C** Page 1 of 1
Description: Library Materials
Amendment No: Three (3) Date: 08/18/10

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

Buyer: Terry Andersen

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 12/03/10. LAST YEAR OF CONTRACT

The New Contract Term is:

Contract Term: 12/04/10 to 12/03/11

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

Signature	Date	Typed Name and Title	Company Name
Morgan Schlicker	9/7/2010	Morgan Schlicker, Bid & Contract Asst.	Borders, Inc.

Address	City	State	Zip Code
100 Phoenix Drive	Ann Arbor	MI	48108

Attested by:
for City Clerk

CC Number

ACON71007C
Contract Number:

Official File

City Seal

(Rev 02/01/08)

Requested by:

Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed Sep. 28, 2010, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

A CON 71007C