



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: Joseph Martoia Telephone: 800 8774253 Fax: 248 699 8062

Gale, a part of Cengage Learning
Company Name

George E McBride (gm)
Authorized Signature for Offer

27500 Drake Road
Address
Farmington Hills, MI 48331

George E McBride
Printed Name
Senior Vice President, Sales

City State Zip Code

Title

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

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

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

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

City of Peoria, Arizona. Effective Date: 11-27-07

Approved as to form:

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

CC: _____

Contract Number: CON 71207

Contract Awarded Date: 11-28-07

Official File: _____

Herman Koebergen
Herman Koebergen, Materials Manager





REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

1. PREPARATION OF PROPOSAL:

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 No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.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

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

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

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

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

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

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

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

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

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

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

12. AWARD OF CONTRACT:

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

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

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

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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
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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 it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

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

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements



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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 previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.



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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.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P08-0016**

**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 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.
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

Solicitation Number: P08-0016

Materials Management Procurement

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



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- 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.	✓	
2.1.02	Contract vendor shall provide small single copy orders, upon request.	✓	
2.1.03	Contract vendor shall provide large quantities of single titles and/or multiple titles, when requested.	✓	
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.	✓	
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.		NO BID
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.	✓	
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.	✓	
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.	✓	
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	✓	



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	materials may result in the contract cancellation.		
	Requirement	Comply	Deviate *
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.	✓	
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.	✓	
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.	✓	
2.2.06	Contract vendors are encouraged to provide web-based information on their products, services, marketing information, electronic ordering, etc.	✓	
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.	✓	
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.)	✓	
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	✓	
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.	✓	
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.	✓	
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.	✓	
2.4.02	Cloth bindings for hardcover publications shall be the publisher's standard binding.	✓	
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		NO BID



SCOPE OF WORK

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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



QUESTIONNAIRE

Solicitation Number: P08-0016

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Peoria, Arizona 85345-6560
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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:

Please refer to page 23 for Gale's references, found in the enclosed Business Policies Manual for Print Products 2007

1. Company: _____
Contact: _____
Address: _____
Phone: _____

2. Company: _____
Contact: _____
Address: _____
Phone: _____

3. Company: _____
Contact: _____
Address: _____
Phone: _____



QUESTIONNAIRE

Solicitation Number: **P08-0016**

**Materials Management
Procurement**

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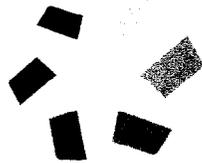
Phone: (623) 773-7115

Fax: (623) 773-7118

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

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

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



GALE

CENGAGE Learning™

**Business Policies for Print Products
2007**

Gale Cengage Learning
Bid Department
27500 Drake Road
Farmington Hills, Michigan 48331
800 877 4253 x 8287
September 28, 2007

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CONTACT INFORMATION

Business Policies

Discount off of List Price

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



Spring 2007 K-12+ Catalog

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



Gale School Catalog 2007

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



Five Star Quarterly 2007 Catalogs

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



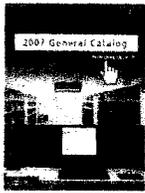
Gale Virtual Reference Library 2006 - 07 Catalog

- Discounts based on quantity, title, etc.
- Need-specific crafted packages
- Price quotes available from your Gale account representative



Sleeping Bear Press, 2007 School & Library Catalog.

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



Gale 2007 General Catalog

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



Thorndike Press, 2007 Monthly Catalog

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



Thorndike Press Large Print Books for Struggling Readers and ESL Students

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



Thorndike Press 2007 Large Print Title Listing Catalog

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



U X L Catalog 2007

- Multi volume sets offered at substantial savings
- Many titles available in eBook - contact your account manager
- Disaster discounts and foundation plans for new libraries
- Standing Order discount is 5% discount off list price

Standing Orders

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

Special Discount Promotions

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

Sale Days

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

Disaster Discounts

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

Opening Day Collections

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

Foundation Plan

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

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

Cataloging Service

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

Catalogs

Catalogs for all Gale imprints can also be found online at www.gale.cengage.com/customer_service. This service is available 24 hours a day, every day.

Gale Virtual Reference Library

Gale Virtual Reference Library is now open! Begin with the best features of eBooks: You can purchase titles one eBook at a time and provide them to your users online so you can offer remote, 24-7 access. No specialized reader or hardware are required - just a standard Web browser and the Adobe Acrobat plug-in. ***Gale Virtual Reference Library's*** powerful delivery platform puts your reference content into circulation. Researchers will have the power to:

- Search and share results
- Create mark lists
- Track research through search history
- Share articles using InfoTrac InfoMarks
- And more

ADDITIONAL INFORMATION:

Tax Exemption Certificate

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

Order Delivery Timeframe

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

Approval Policy

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

To Place an Order

Orders (except orders prepaid with a check) can be placed via mail, phone, fax or e-mail as follows.

Print products may also be ordered at the Online Order Center at www.gale.cengage.com/customer_service:

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 4831-3535
Phone: 800.877.GALE (4253) (press 2)

Free Shipping and Handling on Prepaid Orders

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

Invoices

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

Payment Terms

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

Prices

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

Customer Service

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

Fax: 877.363.4253 (GALE)

E-mail: gale.customerservice@cengage.com

Customers Outside 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:

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

Gale does not pay return shipping. Products should be returned undamaged and shipped via traceable means. Please include a copy of the packing list indicating quantity, title and invoice number. Returns will be processed in 6-8 weeks. If products are received damaged, please contact our Customer Service Department for an immediate replacement. The District is not required to return damaged products.

Returns Credit Policy

General Terms

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

- Full return credit is issued for any item sent by Gale in error or in damaged/defective condition. For damaged/defective books, the title page is returned and customer sent a replacement.

No Credit Allowed

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

Return Location

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

Shipping & Handling

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

FREIGHT PRICING MATRIX

From Invoice Value	To Invoice Value	Domestic Ground	Domestic 2nd Day	Domestic Next Day PM	Domestic Next Day AM
\$1.00	\$100.00	\$2.50	\$5.00	\$8.00	\$14.00
\$100.01	\$500.00	\$10.00	\$13.00	\$16.50	\$23.50
\$501.01	\$1,000.00	\$15.00	\$19.00	\$26.00	\$30.00
\$1,000.01	\$1,500.00	\$25.00	\$30.00	\$40.00	\$45.00
\$1,500.01	\$2,000.00	\$30.00	\$37.00	\$47.00	\$52.00
\$2,000.01	\$2,500.00	\$32.50	\$39.50	\$49.50	\$54.50
\$2,500.01	\$3,000.00	\$35.00	\$42.00	\$52.00	\$57.00
\$3,000.01	\$3,500.00	\$37.50	\$44.50	\$54.50	\$59.50
\$3,500.01	\$5,000.00	\$40.00	\$47.00	\$57.00	\$62.00
\$5,000.01	\$7,500.00	\$42.50	\$49.50	\$59.50	\$64.50
\$7,500.01	\$10,000.00	\$45.00	\$52.00	\$62.00	\$67.00
\$10,000.01	\$15,000.00	\$47.50	\$54.50	\$64.50	\$69.50
\$15,000.01	\$20,000.00	\$50.00	\$57.00	\$67.00	\$72.00
\$20,000.01	\$25,000.00	\$52.50	\$59.50	\$69.50	\$74.50
\$25,000.01	\$30,000.00	\$55.00	\$62.00	\$72.00	\$77.00
\$30,000.01	\$35,000.00	\$57.50	\$64.50	\$74.50	\$79.50
\$35,000.01	\$40,000.00	\$60.00	\$67.00	\$77.00	\$82.00
\$40,000.01	\$50,000.00	\$62.50	\$69.50	\$79.50	\$84.50
\$50,000.01	\$75,000.00	\$65.00	\$72.00	\$82.00	\$87.00
\$75,000.01	\$1,000,000.00	\$67.50	\$74.50	\$84.50	\$89.50

Stock

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

Delivery Times

Please specify delivery times at the time of order.

Stock Unavailability Notices

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

Packing Slips & Invoices in Alphabetical Order

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

Shipment Information

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

www.GaleSchools.com

Visit www.galeschools.com (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

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



Library Processing Support
CATALOGING SERVICE TEAM

1-800-877-GALE (4253)

Unah Matu, Manager extension 1235
Jennifer Altschul, Service Rep extension 8099
Angela Stitt, Service Rep extension 8126
Karen Whyte, Service Rep extension 8718
Diana Carter, Service Rep extension 2162
Fax Number 1-877-363-GALE (4253)

**Gale Cataloging Service
Ordering Information**

Gale is pleased to offer library services, including shelf-ready processing, catalog card kits, Mylar jackets, security strip systems and the latest in bar-coding technology. Please review the specification form to select the items required, provide the necessary information and submit this form with your Purchase Order. If you have any questions regarding cataloging 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 two to three weeks. Allow four to six 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. If you are providing additional documentation (i.e., special cataloging requirements) with your order, please check the box below:

Additional documentation is enclosed

Criteria

Anglo-American Cataloging Rules apply to entries; subject headings are in Sears or Library of Congress; and abridged or unabridged Dewey Decimal Classification is used for call numbers. Full MARC data in MicroLIF format is available for Macintosh and DOS 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 _____

Our Library Services - Pricing at a Glance

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



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

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



Automated Library Circulation Systems - Data Disks & Bar Codes

MARC records	Price per Order	
	Attached	Unattached
MARC records		\$25.00

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

Cataloging Classifications

- Non Fiction -** Dewey + 3 Letters of Author's Surname
Other _____
- Fiction -** F + 3 Letters of Author's Surname
Other _____
- Easy Books -** E + 3 Letters of Author's Surname
Other _____
- Story Collections -** SC + 3 Letters of Author's Surname
Other _____
- Individual Bio -** 92 + 3 Letters of Biographee's Surname
Other _____
- Collective Bio -** 920 + 3 Letters of Author's Surname
Other _____
- Apply "R", "Ref" OR "REF" (*circle one*) to cataloging
Must apply to **entire** order

Subject Headings

- Use SEARS subject headings
 Use Library of Congress subject headings

Catalog Kits

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

- Attached** Catalog Kits - \$1.25/book.

Pocket location:

- Back flyleaf
 Back inside cover
 Front flyleaf
 Front inside cover

Spine label (with protectors) location:

- 2 inches from bottom of book
 _____ inches from bottom of book

- Unattached** Catalog Kits - .85/book

Standard Individual Items

Spine labels only

- Attached with protectors - .35/book
 2 inches from bottom of book
 _____ inches from bottom of book
 Unattached with protectors - .25/book

Reading Program Labels

- Attached **Accelerated Reader** label - .35/book
- Place above Spine label
 Place (specify) _____
- Unattached **AR** label - .25/book
- Attached **Reading Counts** label - .35/book

Mylar jackets

- Mylar cover glued to book - .75/book
 Mylar cover taped to book - .75/book

Please specify if Mylar is to be applied to books with dust jackets only _____ or to all books _____

Theft Detection

- Attached - .50/book
 Unattached - .50/book

Format – please check one:

- 3M Magnetic Strip
 Check Point
Frequency _____
 Other, please specify _____

Automated Library Circulation Systems – Data Disks & Bar Codes

Bar codes and data disks cannot be processed without the following information. No bar coding is available on Standing Orders.

MARC records are \$25.00 per order

Delivery Method – please check one:

- 3.5" Disk
 CD ROM
 Please email records to: _____

Union database – (there is no charge for this service)

Please send records to:

- ACCESS PA
 SUNLINK
 Dade County
 Specify other Union Catalog _____

Format – please check one:

- USMARC 852 Holdings
(AKA: USMARC in 1991, Microlif Protocol 1991)
 USMARC 949 Holdings
 1987 Microlif (AKA: Microlif pre-1991, Old Microlif)
 Other, please specify _____

List tag and subfields for local holdings (call# _____,
Barcode# _____, Price _____
Other _____

Computer type needed - please check one:

- IBM windows or compatible
 Macintosh
 Other, please specify _____

Automation systems type – please check one:

- Alexandria
 Athena
 Circulation Plus/Catalog Plus™
- Gateway
 Sirsi

Online Information and Collection Development Tools

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

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

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

http://www.gale.cengage.com/customer_service/:

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

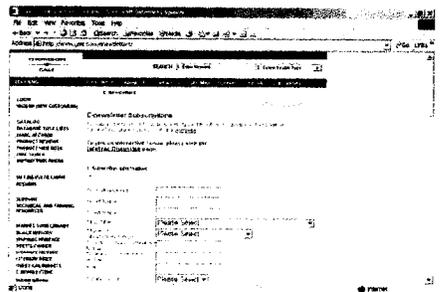
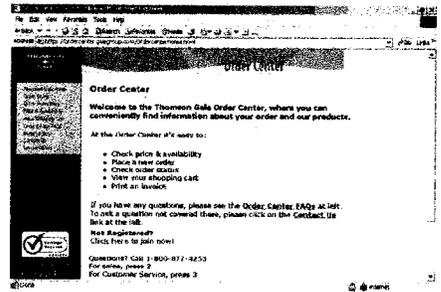
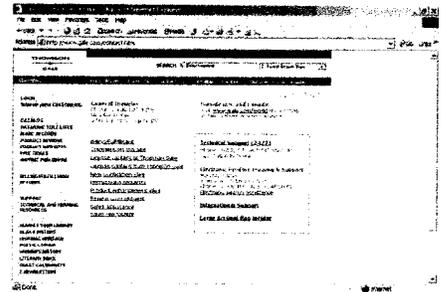
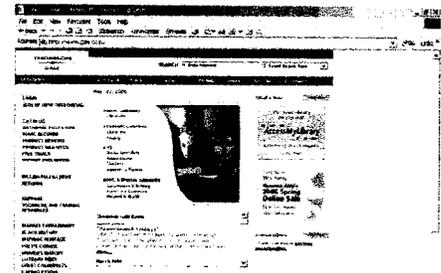
<https://ordercenter.galegroup.com/Ordercenterhome.html>:

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

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Imprints

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+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

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

Thorndike Press

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

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Arbor View High School

7500 Whispering Sands Drive
Las Vegas, NV 89131
Contact: Dee Scott, Librarian
Phone: 702-799-6660

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
Phone: 281-897-4141

Carrollton Farmers Branch Independent School District

1505 Randolph Street
Carrollton TX 75011-5186
Contact: Gary Kerbow, Director of Purchasing
Phone: 972-323-6430

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: Gaye Patrick
Phone: 972-925-4828

Katy Independent School District

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

Loudoun County, Virginia

Purchasing and Support Services
One Harrison Street, 4th Floor
Leesburg VA 20177-7000
Contact: Kathy Gilbert
Phone: 703-777-0576

Las Vegas Clark County Library District

833 N. Las Vegas Boulevard
Las Vegas, NV 89101-2059
Contact: Jan Passo, Head of Collection Development
Phone: 702-507-3582

K-12 Market

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

North East Independent School District

8961 Tesoro Drive, Suite 207
San Antonio TX 78217
Contact: Sharon Swarner
Phone: 210-829-4876

Northside Independent School District

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

Public Market

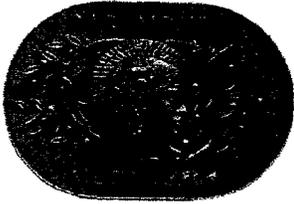
Contra Costa County Library

1750 Oak Park Boulevard
Pleasant Hills, CA 94523-4412
Contact: Cathy Sanford, Deputy Director of 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

Booklist
ONLINE

2007

RUSA Outstanding Reference Source for 2007

Encyclopedia of Western Colonialism Since 1450

Dartmouth Medal

Gale's Encyclopaedia Judaica Second Edition

2006

RUSA Best Reference Sources for 2006

Americans at War: Society, Culture and the Homefront

New York Public Library Best References for 2006

Encyclopedia of Genocide and Crimes Against Humanity

Tobacco in History and Culture: An Encyclopedia

Booklist 2006 - Twenty Best Bets for Student Researchers

Roaring Twenties Reference Library

Shaping of America, 1783-1815, Reference Library

Middle East Conflict Reference Library

CHOICE Outstanding Academic Titles for 2006

Encyclopedia of Science, Technology and Ethics

Encyclopedia of Philosophy

2005

RUSA Outstanding Reference Sources: Selections for the Year 2005

Chemistry: Foundations and Applications (Macmillan Reference USA)

Encyclopedia of Buddhism (Macmillan Reference USA)

Encyclopedia of Children and Childhood: In History and Society (Macmillan Reference USA)

Encyclopedia of Clothing and Fashion (Charles Scribner's Sons)

Encyclopedia of Islam and the Muslim World (Macmillan Reference USA)

Encyclopedia of Lesbian, Gay, Bisexual and Transgender History in America (Charles Scribner's Sons)

Encyclopedia of Recreation and Leisure in America (Charles Scribner's Sons)

Major Acts of Congress (Macmillan Reference USA)

New Dictionary of the History of Ideas (Charles Scribner's Sons)

2004

Booklist 2004 Editor's Choice

American Decades Primary Sources (Gale)

Encyclopedia of Clothing and Fashion (Charles Scribner's Sons)

Encyclopedia of Lesbian, Gay, Bisexual, and Transgender History in America (Charles Scribner's Sons)

Encyclopedia of the Great Depression (Macmillan Reference USA)

Europe, 1450 to 1789 (Charles Scribner's Sons)

Major Acts of Congress (Macmillan Reference USA)

Choice Outstanding Academic Titles

Encyclopedia of Bioethics (Macmillan Reference USA)

Encyclopedia of Buddhism (Macmillan Reference USA)

Encyclopedia of Children and Childhood: In History and Society (Macmillan Reference USA)

Encyclopedia of Modern Middle East and North Africa (Macmillan Reference USA)

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

New York Public Library Best of Reference 2004

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

RUSA Outstanding Reference Source: Selections for the Year 2004

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

Booklist Top 10 Nonfiction Series for Teens

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

Twenty Best Bets for Student Researchers

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

2003

New York Public Library Best of Reference 2003

Drugs, Alcohol, Tobacco (Macmillan Reference USA)
Gale Encyclopedia of Everyday Law (Gale)

Harlem Renaissance (Gale)

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

RUSA Outstanding Reference Source: Selections for the Year 2003

Dictionary of American History (Charles Scribner's Sons)

Encyclopedia of Aging (Macmillan Reference USA)

Encyclopedia of Modern Asia (Charles Scribner's Sons)

Booklist Twenty Best Bets for Student Researchers

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

Drugs, Alcohol, and Tobacco (Macmillan Reference USA)

Drugs and Controlled Substances for Students (Gale)

Historic Events for Students (Gale)

A History of the Third Reich (Greenhaven Press)

Literary Movements for Students (Gale)

Opposing Viewpoints Resource Center (Gale)

Renaissance and Reformation Reference Library (U X L)

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

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

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

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

Anne Izard Storytellers Choice Award

Storyteller's Sourcebook 1983-1999 (Gale)

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.

E-Commerce Requirements

GENERAL INFORMATION:

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

Equal Employment Opportunities

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

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

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

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

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

Equal Business Opportunity Plan (EBO Plan)

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

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

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

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

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



Exceptions Document

Gale hereby takes exception to the following positions regarding RFP: P08-0016. These exceptions will be incorporated into the agreement between City of Peoria and Gale, unless otherwise agreed upon in writing at the time of award of this contract:

Exception 1

City of Peoria Position:

Shipping

Gale Position:

Gale will provide FREE shipping on orders which are prepaid.

Exception 2

City of Peoria Position:

Library Processing

Gale Position:

Gale will provide FREE library processing on orders resulting from the award of this proposal which exceed \$1500.00. Please refer to the enclosed Gale Business Policies for lead time on library processing orders.

Exception 3

City of Peoria Position:

Pricing

Gale Position:

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

Please refer to www.gale.com for the most current catalogs and discounts as well as new promotions which may be offered for limited periods of time.

Exception 4

City of Peoria Position:

Requirements (1) c: Product satisfaction

Gale Position:

Gale will replace any book that the customer deems unsatisfactory within 30 days of invoice. Please refer to the terms and conditions of Returns listing in the enclosed Business Policies for Print Products 2007 for additional details.

Exception 5

City of Peoria Position:

Requirements (1) h: Rush Delivery Charges

Gale Position:

Dependent upon the size of order, we are unable to provide the costs for rush order deliveries until time of order placement. Please contact your sales executive to discuss charges for express shipping.



CONTRACT AMENDMENT

Materials Management Procurement

8314 W. Cinnabar Ave.
Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: **P08-0016A**

Page 1 of 1

Description: Library Materials

Amendment No: One (1)

Date: 09/11/08

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.

Carol Johnson

Signature

10/10/08

Date

Carol Johnson, EVP Sales

Typed Name and Title

Gale, a part of Cengage Learning

Company Name

27500 Drake Road

Address

Farmington Hills

City

MI

State

48331

Zip Code

Attested by:

Khonda Simmons

For Mary Jo Kief, City Clerk

Diane Neverman 9-25-08

Requested by Diane Neverman, Senior Librarian

Athena Bonner

Recommended by Athena Bonner, Contract Officer

Ellen Van Riper, Assistant City Attorney

Ellen Van Riper

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

The above referenced Contract Amendment is hereby Executed

10/24/08

, 2008, at Peoria, Arizona.

Herman F. Koebergen

Herman F. Koebergen, Materials Manager



City Seal

CC Number

ACON71207A

Contract Number:

Official File

20091020-8266



CONTRACT AMENDMENT

Materials Management Procurement

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

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

Page 1 of 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.

Carol Johnson 10/5/09 Carol Johnson, EVP Sales Gale, a part of Cengage Learning
Signature Date Typed Name and Title Company Name

27500 Drake Road Farmington Hills MI 48331
Address City State Zip Code

Attested by:

Phonda Simmons
For Mary Jo Kief, City Clerk

[Signature]
Requested by:

[Signature]
Recommended by:
Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed
October 20, 2009, at Peoria, Arizona.

[Signature]
Herman F. Koebergen, Materials Manager



City Seal

CC Number

ACON71207B
Contract Number:

Official File



CONTRACT AMENDMENT

Materials Management Procurement

8314 W. Cinnabar Ave.
Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: P08-0016A

Page 2 of 2

Description: Library Materials

Date: 09/03/09

Amendment No: Two (2)

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

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

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

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

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



CONTRACT AMENDMENT

Materials Management
Procurement

9875 N. 85th Ave., 2nd Fl
Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: **P08-0016A**

Page 1 of 1

Description: Library Materials

Amendment No: Three (3)

Date: 08/18/10

Buyer: Terry Andersen

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

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]
Signature

9/8/10
Date

Nader Qaimari
SVP Marketing
Typed Name and Title

Gale, a part of Cengage Learning
Company Name

27500 Drake Road
Address

Farmington Hills
City

MI
State

48331
Zip Code

Attested by:

[Signature]
for
City Clerk

CC Number

ACON71207C

Contract Number:

Official File

Requested by:

[Signature]
[Signature]

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

[Signature], 2010, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager



City Seal