

AN ORDINANCE

ACCEPTING THE BID FOR AN ANNUAL CONTRACT FROM BAKER & TAYLOR TO PROVIDE THE SAN ANTONIO PUBLIC LIBRARY WITH PRINT MATERIALS, CATALOGING AND PROCESSING SERVICES IN THE ESTIMATED ANNUAL AMOUNT OF \$2,000,000.00.

\* \* \* \* \*

WHEREAS, the City released an invitation for best value bids to provide the City of San Antonio Public Library Department with print materials, cataloging and processing services; and

WHEREAS, 3 bids were received; and

WHEREAS, the City has determined that the bid submitted by Baker & Taylor will provide the best value to meet the City's needs for this contract; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The best value bid submitted by Baker & Taylor to provide the City of San Antonio Public Library Department with print materials, cataloging and processing services is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the score summary and bid are attached hereto and incorporated herein for all purposes as **Exhibit I**.

**SECTION 2.** Funding for this ordinance is contingent upon approval of the FY 2010 Budget for Fund 11001000, Cost Center 0402010001, General Ledger 5304060.

**SECTION 3.** If approved by City Council, payment not to exceed the budgeted amount of \$2,000,000.00 is authorized to Baker & Taylor and should be encumbered with a purchase order.

**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or her designee, correct allocation to specific Index Codes and Fund Numbers as necessary to carry out the purpose of this Ordinance.

**SECTION 5.** This ordinance shall be effective immediately upon passage by eight or more affirmative votes; otherwise, it shall be effective on the tenth day after passage.

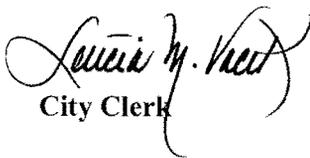
**PASSED and APPROVED** this 10<sup>th</sup> day of September, 2009.



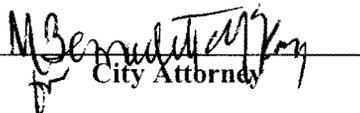
M A Y O R

**JULIÁN CASTRO**

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

<b>Agenda Item:</b>	<b>8</b>						
<b>Date:</b>	09/10/2009						
<b>Time:</b>	10:07:23 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance accepting the bid for an annual contract from Baker & Taylor to provide the San Antonio Public Library with print materials, cataloging and processing services in the estimated annual amount of \$2,000,000.00. [Sharon De La Garza, Assistant City Manager; Janie Cantu, Director, Purchasing & General Services]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				x
Philip A. Cortez	District 4		x			x	
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

**Best Value Bid -A593-09 LS - Print Materials, Cataloging and Processing Services**

<b>Score Summary - Primary Vendor</b>	<b>Maximum Points</b>	<b>Baker &amp; Taylor, Inc. 2550 West Tyvola Rd., Suite 300 Charlotte, NC 28217</b>	<b>Brodart Co. 500 Arch Street Williamsport, PA 17701</b>	<b>Ingram Library Services One Ingram Blvd. La Vergne, TN 37086</b>
<b>I - History, Experience, and Past Performance</b>	<b>15</b>	12.33	12.33	9.50
<b>II - Services</b>	<b>35</b>	32.33	25.33	22.33
<b>Sub-Total</b>	<b>50</b>	<b>44.67</b>	<b>37.67</b>	<b>31.83</b>
<b>III - Pricing and Discounts</b>	<b>30</b>	29.70	30.00	27.60
<b>A - C SUB-TOTAL</b>	<b>80</b>	<b>74.37</b>	<b>67.67</b>	<b>59.43</b>
<b>IV - Local Business Enterprise</b>	<b>10</b>	0.00	0.00	0.00
<b>IV - Historically Underutilized Enterprise</b>	<b>5</b>	0.00	0.00	0.00
<b>IV - Compliance w/SBEDA Policy</b>	<b>5</b>	0.00	0.00	0.00
<b>Sub-Total</b>	<b>20</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL SCORE</b>	<b>100</b>	<b>74.37</b>	<b>67.67</b>	<b>59.43</b>
<b>RANK BASED ON TOTAL SCORE</b>		<b>1</b>	<b>2</b>	<b>3</b>



**TERMS AND CONDITIONS OF INVITATION FOR BIDS**  
**READ CAREFULLY**

**1. GENERAL CONDITIONS**

Bidders (hereinafter "bidders", "vendors" or "contractors") are required to submit their bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

**2. PREPARATION OF BIDS**

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the schedule.
- (b) Where there is an error in extension of price, the unit price shall govern. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

Any bid that is considered for award on an "all or none" basis must include a price quote for all units or line items. In an "All or None" bid, a unit price left blank shall be tabulated as a "zero", and shall be deemed to be offered at no cost to the City.

- (c) Alternate bids may be allowed at the sole discretion of the City.
- (d) Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise in this IFB.

- (e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

### 3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

### 4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS

It is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in the City's Department of Economic and Employment Development and the City Clerk's Office.

### 5. SAMPLES, DEMONSTRATIONS AND TESTING

At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within ten days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, ten days after award of the contract.

### 6. SUBMISSION OF BIDS

- (a) Bids shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Facsimile bids must be submitted in accordance with Par. 6 (a) above. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.
- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

### 7. REJECTION OF BIDS

- (a) The City may reject a bid if:

1. The bidder misstates or conceals any material fact in the bid; or
  2. The bid does not strictly conform to law or the requirements of the bid;
  3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an "All or None" basis or a "Best Value Item" basis. An "All or None" basis bid must include all items upon which bids are invited.
- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

#### 8. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

#### 9. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

#### 10. CLARIFICATION TO BID SPECIFICATIONS

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Purchasing on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Purchasing on or before seven calendar days prior to the scheduled opening.
- (b) The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.

#### 11. DISCOUNTS

In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

#### 12. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City.

In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.

- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations, in accordance with Par.7 (a) 3 above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

### 13. BID PROTEST PROCEDURES

- (a) Any bidder who is adversely affected in connection with the solicitation, evaluation, or proposed award of a contract may file a protest with the Director of Purchasing & General Services and appeal any adverse decision to the City Manager of the City of San Antonio.
- (b) Vendor must deliver a written notice of protest to the Purchasing and General Services Director within seven (7) calendar days of the posting of the intent to award. If vendor does not file a written notice within this time; the vendor will have waived all rights to formally protest the intent to award. It is the vendor's responsibility to check the City's website posting.

### 14. DEBRIEFING

Debriefing of contract award is available upon request and after award of the Contract.

### 15. CONTRACT TERMINATION

#### TERMINATION-BREACH:

- (a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Purchasing & General Services, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

#### TERMINATION-NOTICE:

- (b) The City may terminate this contract without cause. The City shall be required to give the vendor notice ten days prior to the date of termination of the contract without cause.

#### TERMINATION-FUNDING:

- (c) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

#### 16. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.
- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director of Purchasing. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- (d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing & General Services Department.

#### 17. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing & General Services Department within ten days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.
- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of successful vendor to perform any of the services required by this contract within ten days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within ten days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San

Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director of Purchasing & General Services with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

#### 18. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

#### 19. BID RESULT REQUEST

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

#### 20. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

#### 21. INDEMNITY

- (a) **BIDDER** covenants and agrees to **FULLY INDEMNIFY, DEFEND and HOLD HARMLESS**, the **CITY** and the elected officials, employees, officers, directors, and representatives of the **CITY**, individually and collectively, from and against any and all costs, claims, liens, damages losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the **CITY**, directly or indirectly arising out of, resulting from or related to **BIDDER'S** activities under this **CONTRACT**, including any acts or omissions of **BIDDER**, any agent, officer, director, representative, employee, consultant or subcontractor of **BIDDER**, and their respective officers, agents, employees, directors and representatives while in the exercise of rights or performance of the duties under this **CONTRACT**. The indemnity provided for in this paragraph shall not apply to any liability resulting from negligence of the **CITY**, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT BIDDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
- (b) The provisions of this **INDEMNITY** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other persons or entity. **BIDDER** shall advise the **CITY** in writing within 24 hours of any claim or demand against the **CITY** or **BIDDER** known to **BIDDER** related to or arising out of **BIDDER'S** activities under this contract, and shall see to the investigation and defense of such claim or demand at **BIDDER'S** cost. The **CITY** shall have the right, at its own expense, to participate in such defense without relieving **BIDDER** of any of its obligations under this paragraph.

**22. INSURANCE**

If required, specific insurance provisions will be included in bid specifications. An original, completed insurance certificate and all applicable endorsements, meeting the requirements set forth in these specifications, **must be submitted within 10 days of a request from the City.** The successful vendor must maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid, or cancellation of the contract, after award.

**23. ACCEPTANCE BY CITY**

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

**24. WARRANTY**

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

**REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.**

**25. CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing & General Services Department.

**26. ASSIGNMENT**

Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void and shall confer no rights upon any third person.

**27. INTERLOCAL PARTICIPATION**

- (a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Best Value Bids (hereafter "IFBVB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFBVB shall be listed on a rider attached hereto, if known at the time of issuance of the IFBVB. City may issue subsequent riders after contract

award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.

- (b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

**CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.**

**28. QUESTIONS**

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Purchasing & General Services Department at (210) 207-4045 or email Laura Sambrano at [laura.sambrano@sanantonio.gov](mailto:laura.sambrano@sanantonio.gov).

**I. SPECIAL TERMS AND CONDITIONS FOR SUBMISSION AND EVALUATION OF BIDS****A. TERMS PERTAINING TO SUBMISSION OF BIDS**

**BACKGROUND:** The San Antonio Public Library (SAPL) is soliciting bids for the purchase of print materials in English, Spanish, and other languages; cataloging and processing services; acknowledgements; and electronic ordering, invoicing and acknowledgement services from a primary vendor and a jobber. The SAPL plans to spend an estimated total of \$8,100,000.00 during the initial contract period which includes two (2) opening day collections (this is an estimated target and not binding on this contract). These materials will support the collections of the Central Library, twenty-three (23) branches, two (2) bookmobiles and new school/public library openings.

From the primary vendor, the SAPL plans to purchase the following types of print materials for all age groups:

1. Adult and juvenile trade hardcover editions – high demand, hardbound materials with wide distribution for the general consumer and with broad mass appeal. Generally, these materials have high print runs and are highly promoted in the media.
2. Adult and juvenile trade paperback editions – high demand, paperback materials under wide distribution. These are usually oversized, of a better quality than mass market paperbacks, and do not fit in standard paperback racks.
3. Adult technical/reference editions – college textbooks and reference books
4. University Press
5. Small Press
6. Mass-market paperbacks – A standard rack size paperback or approximately 7 inches by 4 inches in dimension. Printed on newsprint-type paper.
7. Reinforced binding – A special hardcover binding designed to be more durable than trade hardcover editions and to withstand use in a library environment. Majority of these are children's books.

From the jobber, SAPL plans to purchase materials not available from the primary vendor including out-of-print and genealogical items. The jobber will be expected to supply all print types identified herein. The jobber will supply materials only; no processing and/or cataloging will be required.

This contract will not include the following formats: used books, magazines, journal type books, novelty books, books with toys and other publications not conducive to a library environment.

The Library uses the Millennium Integrated Library System developed by Innovative Interfaces, Inc. for acquisitions, serials management, circulation and the web online public access catalog (OPAC).

The SAPL is the major resource center for the Alamo Area Library System (AALS). The AALS is one of ten cooperative public library systems in Texas that covers twenty-one counties surrounding San Antonio and has forty-five member libraries. The AALS and its member libraries utilize the same vendor as SAPL for purchasing print materials.

Bidder shall allow the same discounts and pricing for library print materials, cataloging and processing services to apply to purchases made by the AALS and its forty-five member libraries. Bidder shall also provide free Machine Readable Cataloging (MARC) records to AALS and its member libraries. Please note, however, that the AALS and its member libraries are responsible for their own orders and for payment of their own orders. The City shall not be liable for payment of orders made by the AALS member libraries.

**STATEMENT OF CURRENT BUSINESS PRACTICES:**

1. The San Antonio Public Library currently utilizes Millennium Acquisitions to electronically process orders, deliveries, invoices and reports. The following "Business Process" outlines how the City would like to conduct business. Improvements to business processes may be considered and discussed with specific vendors during the contract period. The City reserves the right to choose an alternate vendor in the event a business process cannot be resolved through discussions in a timely manner.

2. Changing Library needs may result in changes to current business practices. Changes will be mutually agreed upon by the Library and the selected bidder(s). While changes may be discussed and agreed upon via telephone, all changes must be followed up in writing via e-mail or other written communication. Selected bidder(s) will have mutually agreed upon changes implemented within 30 days of written notification of the change.

**AWARD OF CONTRACT:** The contract will be awarded to bidder(s) whose bid, conforming to the Best Value Bid, provides the best value to the City. Best value will be determined by examining Bidder's History, Past Performance, and Experience in providing services of the type and to the extent required by this bid; pricing and discounts, and compliance with the City's Small Business Economic Development Advocacy Program.

**REQUIRED DOCUMENTS:** The following is a list of required documents, which must be included in the bid package in the order indicated below. Failure to submit any of the required documents may result with the bid deemed non-responsive and thereby disqualified from further consideration. Forms to be used and/or instructions for providing required information are furnished for each item in succeeding pages. Additional pages may accompany each required document.

**NOTE: BIDDERS MUST SIGN AND SUBMIT THIS ENTIRE INVITATION FOR BEST VALUE BIDS, IN ADDITION TO SUBMITTING THE REQUIRED DOCUMENTS LISTED BELOW.**

- One (1) original and eight (8) copies of the signed Invitation for Best Value Bids
- Check List Verification, Attachment A
- Vendor Questionnaire, Attachment B
- History, Experience and Past Performance, Attachment C – Primary Vendor and Jobber
- Plan of Services, Attachment D – Primary Vendor
- Plan of Services, Attachment E – Jobber
- Pricing Schedule, Attachment F – Primary Vendor
- Pricing Schedule, Attachment G - Jobber
- City of San Antonio Discretionary Contracts Disclosure, Attachment H
- Litigation Disclosure Form, Attachment I
- Good Faith Effort Plan, Attachment J

**SCHEDULE OF EVENTS:** Following is a list of projected dates/times with respect to this Best Value Bid:

Bid Issue Date	June 1, 2009
Pre-Bid Conference	June 10, 2009
Deadline for Questions	June 15, 2009
Bid Response Due	June 30, 2009

## B. EVALUATION OF BIDS

### **EVALUATION CRITERIA AND EVALUATION PROCESS:**

**BEST VALUE:** The City of San Antonio will award to the Bidder that represents the "best value" to the City, price and other factors considered. In determining the "best value", the Evaluation Criteria listed below will be considered and weighted as shown.

**EVALUATION PROCESS:** The City will conduct a fair and impartial evaluation of all bids received in response to this Best Value Bid as set forth in the Evaluation Criteria. The City may appoint a selection committee to perform the evaluation. Each Bid Response will be analyzed to determine overall qualifications under the bid specifications. Final approval of a selected Bidder(s) is subject to the approval of the City of San Antonio City Council. The following weighted criteria will be considered to determine which bid offers the "best value" to the City of San Antonio.

**EVALUATION CRITERIA – PRIMARY VENDOR:**

**I. HISTORY, EXPERIENCE, AND PAST PERFORMANCE (15 POINTS)**

**II. SERVICES (35 POINTS)**

- Inventory and Speed of Delivery
- Online services
- Ordering
- Invoicing
- Shipping and delivery
- Returns
- Cataloging
- Processing
- Opening Day Collection
- Print Lease Plan
- Meeting special needs (services to AALS libraries)

**III. PRICING AND DISCOUNTS (30 POINTS)**

- Discounts for print materials
- Cataloging and processing

**IV. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM (SBEDA)  
(20 POINTS)**

- The following SBEDA Performance Standard Percentage Points (20 POINTS TOTAL), with Good Faith Effort Plan (GFEP), shall be utilized for the award of this contract.

- 1) Up to ten percentage (10%) points based on the following criteria:
  - i. Prime contractors meeting the definition of a Local Business Enterprise (LBE) shall receive ten percent (10%) of the selection points.
  - ii. Prime contractors who have a local branch office shall receive six percent (6%) of the selection points.
  - iii. Non-local prime contractors shall receive selection points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors/suppliers (i.e., 50% to local = 5 points).
- 2) Up to five percentage (5%) points based on the following criteria:
  - i. Prime contractors meeting the definition of a Historically Underutilized Enterprise (HUE) shall receive five percent (5%) of the selection points.
  - ii. Prime contractors who subcontract with HUEs shall receive selection points proportional to the amount of work performed by those HUEs (i.e., 50% to HUEs = 2.5 points).
  - iii. SDBEs and/or SWBEs must be certified by the South Central Texas Regional Certification Agency (SCTRCA), the City's certifying agency, or approved by the Director of Economic Development or designee to be considered a HUE.
- 3) Up to five percentage (5%) points for Prime Contractor compliance with the SMALL BUSINESS policy:

- i. One percent (1%) for submission/approval of the Good Faith Effort Plan
- ii. One percent (1%) for meeting/exceeding the MBE goal.
- iii. One percent (1%) for meeting/exceeding the WBE goal.
- iv. One percent (1%) for meeting/exceeding the AABE goal.
- v. One percent (1%) for meeting/exceeding the SBE goal.

**EVALUATION CRITERIA – JOBBER:****I. HISTORY, EXPERIENCE, AND PAST PERFORMANCE (15 POINTS)****II. SERVICES (40 POINTS)**

- Inventory and Speed of Delivery
- Online services
- Ordering
- Invoicing
- Shipping and delivery
- Returns
- Meeting special needs (services to AALS libraries)

**III. PRICING AND DISCOUNTS (25 POINTS)**

- Discounts for print materials

**IV. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM (SBEDA)  
(20 POINTS)**

- The following SBEDA Performance Standard Percentage Points (20 POINTS TOTAL), with Good Faith Effort Plan (GFEP), shall be utilized for the award of this contract.

**1) Up to ten percentage (10%) points based on the following criteria:**

- i. Prime contractors meeting the definition of a Local Business Enterprise (LBE) shall receive ten percent (10%) of the selection points.
- ii. Prime contractors who have a local branch office shall receive six percent (6%) of the selection points.
- iii. Non-local prime contractors shall receive selection points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors/suppliers (i.e., 50% to local = 5 points).

**2) Up to five percentage (5%) points based on the following criteria:**

- i. Prime contractors meeting the definition of a Historically Underutilized Enterprise (HUE) shall receive five percent (5%) of the selection points.
- ii. Prime contractors who subcontract with HUEs shall receive selection points proportional to the amount of work performed by those HUEs (i.e., 50% to HUEs = 2.5 points).
- iii. SMBEs and/or SWBEs must be certified by the South Central Texas Regional Certification Agency (SCTRCA), the City's certifying agency, or approved by the Director of Economic Development or designee to be considered a HUE.

**3) Up to five percentage (5%) points for Prime Contractor compliance with the SMALL BUSINESS policy:**

- i. One percent (1%) for submission/approval of the Good Faith Effort Plan
- ii. One percent (1%) for meeting/exceeding the MBE goal.
- iii. One percent (1%) for meeting/exceeding the WBE goal.
- iv. One percent (1%) for meeting/exceeding the AABE goal.
- v. One percent (1%) for meeting/exceeding the SBE goal.

## II. GENERAL TERMS AND CONDITIONS

### TERM OF CONTRACT:

1. The term of this contract shall begin upon the effective date of the ordinance awarding the contract, or October 1, 2009, whichever is later, and terminate on September 30, 2012, unless an extension or earlier termination occurs pursuant to any of the provisions of this contract.
2. At the City's option, this Contract may be renewed under the same terms and conditions for two (2) additional one (1) year periods. Renewals shall be in writing and signed by the City's Director of Purchasing & General Services or her designee, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds therefore.
3. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Director of Purchasing & General Services or her designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

### STANDARD REQUIREMENTS:

1. Prospective bidders must prove beyond any doubt to the City Purchasing Manager that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.
2. When contractor cannot abide by terms and conditions in fulfilling the contract, contractor must supply service or supplies from other sources at the contract price. If contractor delays in the above, the City reserves the right to purchase on the open market and charge contractor the difference between contract price and the purchase price.
3. The Annual Contract shall include the following terms and conditions:
  - (a) An Annual Contract purchase order will not be issued for each City agency authorized to place orders against this annual contract. A contract purchase order will be issued per order. Vendor must have the Contract Purchase Order before making any delivery. Payment will be made by the City on a monthly basis.
  - (b) All invoices must be submitted in duplicate and show each purchase order number and corresponding City agency. Invoices must be legible. The vendor shall provide a comprehensive and detailed invoice for each item charged. Original documentation that validates the charges shall be attached to the invoice(s). Invoices shall include a purchase order number, date and item of service, service location, and type of service performed. In connection with any term discount offered, time will be computed from the first of the month following receipt of supplies or services, or a correct invoice. Payment is deemed to be made on the date of mailing the check.
  - (c) Bidders' facilities and equipment will be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.
4. Prices and discounts must remain firm for the duration of the contract period.

**RESTRICTIONS ON COMMUNICATION:**

1. Bidders are prohibited from communicating with elected City officials and their staff regarding the IFBVB from the time the IFBVB has been released until the contract is posted as a City Council agenda item. Bidders are prohibited from communicating with City employees from the time the IFBVB has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the IFBVB and/or bid submitted by bidders. Violation of this provision by bidder and/or its agent may lead to disqualification of bidder’s submittal from consideration. Exceptions to the restrictions on communication with City employees include:
2. Bidders may submit written questions concerning this IFBVB to the Staff Contact Person listed in the address below until 4:30 p.m., Central Time, on June 15, 2009. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by electronic mail or by fax to:

Laura Sambrano, Senior Procurement Specialist  
City of San Antonio, Purchasing & General Services  
[laura.sambrano@sanantonio.gov](mailto:laura.sambrano@sanantonio.gov) or to fax # (210) 207-4029

However, questions sent by certified mail, return receipt requested, will also be accepted and should be addressed to:

Laura Sambrano, Senior Procurement Specialist  
City of San Antonio, Purchasing & General Services  
P.O. Box 839966  
San Antonio, TX 78283-3966

3. Bidders and/or their agents are encouraged to contact the Small Business Outreach Office of the Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy Program policy and/or completion of the *Good Faith Effort Plan* form. The point of contact is Ms. Melissa Aguillon. Ms. Aguillon may be reached by telephone at (210) 207-3900 or by e-mail at [Melissa.Aguillon@sanantonio.gov](mailto:Melissa.Aguillon@sanantonio.gov). Contacting her or her office regarding this IFBVB after the bid due date is not permitted.
4. Bidders may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, bidders shall not bring lobbyists. The City reserves the right to exclude any persons from such selection committee meetings as it deems in its best interests.
5. City reserves the right to contact any bidder for clarification after responses are opened.
6. City Code Article VII, Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a “high profile” discretionary contract, as defined by the City of San Antonio Contracting Policy and Process Manual, may not make a political contribution to any councilmember or candidate at any time from the time the person submits the response to the Formal Invitation of Best Value Bid (IFBVB) until 30 calendar days following the contract award. Any legal signatory for a proposed high-profile contract must be identified within the response to this IFBVB, if the identity of the signatory will be different from the individual submitting the response.

If the legal signatory entering into the contract has made such a contribution, the City may not award the contract to that contributor or to that contributor’s business entity. Any contract awarded in violation of this provision shall be voidable at the discretion of the City Council.

The City has identified this solicitation as “high profile”.

**PRE-BID CONFERENCE:** A pre-bid conference will be held at the Central Library, 600 Soledad, San Antonio, TX 78205 at 10:00 a.m., Central Time, on Wednesday, June 10, 2009. Bidders are encouraged to prepare and submit their questions in writing four (4) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted on the City's website at <http://epay.sanantonio.gov/RFPListings/>. Attendance at the Pre-Submittal Conference is optional.

This meeting place is accessible to disabled persons. The Central Library is wheelchair accessible. The accessible entrance is located at 600 Soledad. Accessible parking spaces are located the Central Library parking garage adjacent to the building. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

#### **ADDENDUMS TO IFBVB:**

Addendums regarding this IFBVB will be posted on the City's website at <http://epay.sanantonio.gov/RFPListings/>. It is Bidder's responsibility to review this site and ascertain whether any addendums have been made prior to submission of a bid. A Bidder who does not have access to the internet, must notify City in accordance with, Restrictions on Communication, that Bidder wishes to receive copies of addendums to this IFBVB by mail.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the IFBVB, and changes to the IFBVB – if any – shall be made by addendum only.

The only avenue for making changes to this IFBVB prior to contract award is a published Addendum. Addendums are posted to the City's website and to <http://www.demandstar.com/>. If there is a conflict between anything contained on the website, Demandstar, and the signed and issued Addendum; the Addendum will control.

#### **TERMINOLOGY & EXPLANATION OF ATTACHMENTS:**

1. Attachments to this IFBVB require a response from the bidder.

#### **INSURANCE:**

(1) Prior to the commencement of any work under this Agreement, Bidder shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Purchasing Department, which shall be clearly labeled "Print Materials, Cataloging and Processing Services" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Purchasing Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

(2) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

(3) A Bidder's financial integrity is of interest to the City; therefore, subject to Bidder's right to maintain reasonable deductibles in such amounts as are approved by the City, Bidder shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Bidder's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

(4) The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Bidder shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Bidder shall pay any costs incurred resulting from said changes.

City of San Antonio  
 Attn: Purchasing and General Services Department  
 P.O. Box 839966  
 San Antonio, Texas 78283-3966

(5) Bidder agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

(6) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Bidder shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Bidder's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

(7) In addition to any other remedies the City may have upon Bidder's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Bidder to stop work hereunder, and/or withhold any payment(s) which become due to Bidder hereunder until Bidder demonstrates compliance with the requirements hereof.

(8) Nothing herein contained shall be construed as limiting in any way the extent to which Bidder may be held responsible for payments of damages to persons or property resulting from Bidder's or its subcontractors' performance of the work covered under this Agreement.

(9) It is agreed that Bidder's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

(10) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

(11) Bidder and any Subcontractors are responsible for all damage to their own equipment and/or property.

### CONTRACT DOCUMENTS

This Invitation for Best Value Bid, signed and returned by Bidder, Bidder's Proposal, and the Ordinance accepting Bidder's Proposal and any Purchase Orders issued by City shall constitute the Contract documents. In the case of a conflict among the contract documents, the order of priority of interpretation shall be as follows:

- Ordinance
- City's Invitation for Best Value Bid
- Purchase Order(s)
- Bidder's Proposal

### III. SCOPE OF SERVICES AND SPECIFICATIONS

#### (1) Inventory & Speed of Delivery

(a) Primary vendor shall provide a comprehensive spectrum of print materials in quantities to meet the needs of a large, multi-branch public library system.

1. Given that the majority of the orders under this contract will be for easily obtainable materials, the bidder shall supply a minimum of 70% of each order in first shipment.
2. Bidder's overall fill rate must meet or exceed 90% for all items ordered.
3. Backordered materials must be supplied within 90 calendar days after receipt of order.
4. Bidder shall offer a street release-date program for media formats to supply the Library with new media items on or before the date these items are available for sale to the public.

(b) Jobber shall have up to 90 calendar days to supply hard-to-find print materials.

#### (2) Online Services

(a) Primary vendor must provide a website that provides the Library with the ability to do the following:

1. View product information
2. Select and order new materials
3. Read reviews from professional magazines and resources
4. Receive electronic selection lists for forthcoming titles
5. Track and cancel orders
6. Create multi-user lists, shopping carts, or similar collections
7. Access customer support services
8. Provide different levels of access that will allow full privileges to Collection Development staff and limited access to public services staff to select and order materials.

(b) Primary vendor must provide a website to manage continuation titles, search titles, place orders, and update accounts and profiles.

(c) Jobber must provide a website that provides the Library with the ability to do the following:

1. View product information
  2. Select and order materials
  3. Track and cancel orders
- (d) Primary vendor and jobber must provide trial access to their online services for evaluation purposes at no charge to the City with the following information:
1. URL and logon and password
  2. Beginning and ending dates of trial period that should begin upon date set by City for a period not to exceed two (2) weeks.
  3. Contact name and telephone number that the City may call if we have questions about the online services or problems with access.
- (e) Primary vendor and jobber must provide Electronic Data Interchange (EDI) ordering and invoicing products compatible with the Millennium Acquisitions module.
- (f) Primary vendor must offer an acknowledgement service that is either downloaded from the vendor's FTP server or emailed to Library staff to provide current information on the order status (i.e., order sent, backordered, or cancelled).
- (g) Primary vendor and jobber shall offer ongoing support for their online services, notification when new releases or upgrades are available, and a toll-free number and email for technical support.

(3) Ordering

- (a) The Library will send three types of orders once the contract is awarded:
1. Automatic or standing orders based on plans initiated by the Collection Development staff;
  2. Firm orders for new titles not falling under the standing order plans initiated by the Collection Development staff; and
  3. Orders for replacement copies of titles already in the system submitted by the Collection Development staff.
- (b) The bulk of the orders will be for English language materials with Spanish and other language materials constituting approximately 10% of the orders.
- (c) The Library will cancel orders from the primary vendor and/or jobber that are not received at the Library within 90 calendar days of the purchase order date, except for titles that were ordered prior to the publication date. Titles ordered pre-publication will not be considered cancelled until 90 days after street release date.
- (d) Primary vendor and jobber must offer standing order plans and continuations.
- (e) Primary vendor and jobber shall send materials on standing order plans that are not fully cataloged and processed in time for the Library to receive materials no later than two days prior to street release date.

(4) Invoicing

- (a) Libraries in the State of Texas are exempt from any out-of-state tax on the purchase of books, shipping, and electronic information, and from Texas State sales and use tax. Exemption certificate shall be provided by the City upon request.
- (b) Separate invoices for each purchase order are required. Each title listed on the invoice must show the corresponding Millennium order record number.

- (c) Primary vendor and jobber shall submit two (2) copies of each invoice with each shipment with the following information on each invoice:
  - 1. Invoice header - invoice number, company name, remittance address, ship to address, invoice date, and payment terms.
  - 2. For firm orders, Library's purchase order number.
  - 3. Each title (in order listed) - quantity, title, order record number, ISBN/UPC, unit list price, discount, unit price with the discount, and the extended total cost.
  - 4. Separate line items for total cataloging and total processing costs.
- (d) Invoices that accompany shipments in a carton must be marked "Invoice Enclosed."
- (e) In the event that an invoice is incorrect, primary vendor and jobber must issue a corrected invoice. The Library cannot make corrections to an invoice.
- (f) In the event of an error requiring the Library to receive credit, the Vendor shall issue a credit memo in writing.
- (g) The primary vendor and jobber shall meet the City's payment specifications:
  - 1. Payment terms will be "Net 30 days" from receipt of a correct invoice or conforming goods, whichever is later.
  - 2. Acceptable payment by a City of San Antonio issued check and/or electronic funds transfer.
- (h) Primary vendor and jobber should supply monthly statements.

(5) Shipping and Delivery

- (a) Primary vendor and jobber shall be responsible for all shipping and handling costs, including inside delivery. The majority of orders will be delivered to: Processing Unit, San Antonio Public Library, 600 Soledad Street, San Antonio, TX 78205 ("Central Library"). Some shipments of fully processed materials may be delivered directly to branch libraries.
  - 1. The Central Library has a loading dock with a clearance of 13 feet, 4 inches. Delivery trucks must be able to fit under the clearance.
- (b) Primary vendor and jobber shall meet the following shipping requirements:
  - 1. Cartons will not exceed the maximum dimensions accepted by the U.S. Postal Service regardless of the carrier used. Maximum weight of each carton will not exceed 50 pounds.
  - 2. Shipments of multiple boxes shall be clearly marked on the exterior of the boxes indicating, for example, 1 of 3, 2 of 3, and 3 of 3.
  - 3. The shipping label on each carton will list the Library's purchase order number/name, weight of the carton, and the shipper's tracking number.
  - 4. Materials will be packed adequately to prevent damage in transit. Cartons will be properly sealed to meet or exceed recommendations and requirements of the U.S. Postal Service to ensure their arrival in excellent condition.
- (c) Under no circumstances should titles provided by the primary vendor and/or jobber on the standing order plan and firm orders be invoiced and shipped in the same cartons.
- (d) Primary vendor and jobber should provide documentation that accompanies the shipment, whether it is an invoice or a packing list/slip, to indicate a street release date when applicable. The Library will not be responsible for putting material out before street release date if that information is not included in the documentation.
- (e) Partial shipments of titles in an order are acceptable. Split shipments of copies of a title (when more than one copy is ordered) are not acceptable.

- (f) Bidder shall furnish the total number of copies ordered of any one individual title in one shipment and fill orders for multi-volume sets in one shipment unless doing so would delay the shipment by more than 5 days. In this situation, the Vendor's representative will contact the Acquisitions/Serials Manager about receiving a partial shipment.
- (g) Primary vendor and jobber shall supply packing list/slip with all shipments that include the following information: quantity ordered, quantity shipped, quantity backordered, title, author, ISBN, and purchase order number/name. If possible, each packing list/slip should reference the corresponding invoice.

(6) Returns

- (a) Primary vendor shall warrant all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose. Bidders may not disclaim the implied warranties of merchantability or fitness for a particular purpose.
- (b) Jobber shall warrant all out-of-print items will be free of defects.
- (c) Unless otherwise specified, all items will be guaranteed for a minimum period of 120 days against defects in material and workmanship. During this period, if a defect is found and it is determined by the Library, in its sole discretion, not to be caused by misuse, the bidder shall replace the item free of charge to the Library within 30 days of the request.
- (d) The Library will notify primary vendor and jobber when picking errors have occurred and will require primary vendor and jobber to supply correct titles at no additional expense to the Library.
- (e) Primary vendor and jobber shall pay shipping costs for the return of damaged, defective, or incorrectly shipped items (for example, wrong title, wrong quantity, duplicate shipments) and automatically reorder correct titles for the Library unless told otherwise. Upon request of the Library, Vendor should issue a UPS call tag or the equivalent.

(7) Cataloging for Fully Processed Items Only – Primary Vendor

- (a) The bidder shall provide full MARC bibliographic and item records for items acquired. Bibliographic records shall be in accordance with the Anglo-American Cataloging Rules, 2<sup>nd</sup> edition, revised 2005; Library of Congress Subject Headings; Dewey Decimal Classification, 22<sup>nd</sup> edition; MARC21 specifications; and local practices. Item records shall be formatted in a MARC 949 field and shall include call number, barcode number, location, item type, status, and price. The Library will provide complete cataloging specifications upon award of the contract.
- (b) The bidder shall describe how it will provide item records for titles already owned by the Library.
- (c) The bidder shall describe its preferred method for accessing the Library's catalog and/or delivering bibliographic and item records. The Library can accommodate direct access to the catalog and Z39.50 searching. The Library can also accept bibliographic and item records via FTP, email attachments, and downloading from the bidder's web site.
- (d) The bidder shall describe how it will update the Library's holdings in the OCLC WorldCat database.

(8) Processing for Partial and Fully Processed Items – Primary Vendor

- (a) The Library will provide the selected bidder(s) with full and partial processing guidelines. Processing requirements may include the following supplies. Supplies marked with an asterisk will be provided by the Library; otherwise, they will be provided by the primary vendor.

1. Full Processing – Books
    - Mylar Jackets for Hardcover Books
    - Spine Label with Protection Label
    - Branch Location Label\*
    - Barcode\*
    - Protection Label to cover branch location and barcode labels
    - RFID Tag\*
    - SAPL Property Stamp
  2. Partial Processing – Books
    - Mylar Jackets
  3. Partial Processing – Trade Paperbacks
    - Coverups
- (b) Primary vendor must have the ability to provide 3M Radio Frequency Identification (RFID) tagging and linking services.
- (c) Primary vendor shall provide information on the number of days needed to fully catalog and process in-stock items.
- (9) Opening Day Collection – Primary Vendor
- (a) During the contract period, the bidder shall work with the Library on developing an opening day collection for two (2) or more branches during the contract period.
- (b) Primary vendor shall provide project manager(s) who has/ have relevant experience in public library collection development and knowledge of current library services and trends in the media publishing and entertainment industry. The bidder shall also assign staff as needed to manage the cataloging and digital processing services.
1. Provide qualifications and statement of work on similar projects for the intended project manager(s).
  2. Provide a list of bidder's staff that will make up the rest of the project team, including their qualifications and statement of work history on similar projects.
- (c) Primary vendor shall provide a timeline for an opening day collection. Since the opening dates have not been scheduled, timeline should indicate the time as the number of months, weeks, and/or days before an opening date.
- (d) Primary vendor shall send the project manager and other members of the project team to the San Antonio Public Library (at the vendor's expense) to set up the Opening Day Collection project.
- (e) Primary vendor shall provide a proposal for development of a core collection for each media type by sending comprehensive selection lists of titles already owned by the Library that are still available for purchase. Vendor shall provide additional pricing information for any fees incurred when handling special orders.
- (f) Primary vendor shall provide invoices throughout the project as each order is completed. The Library will verify cataloging before payment. Final invoices should be received no later than 90 days after final backordered items are delivered.

- (g) Primary vendor shall sort and box shelf ready materials in rough sort shelf order and the boxes shall be labeled by media type. The boxes shall be stored in a climate-controlled environment until delivery to the library, and each box shall contain a packing list.
  - (h) Primary vendor shall provide monthly project reports for the duration of the project up until three months prior to opening day. At this time the reports shall be provided every two weeks. There shall be no additional cost for these reports. The following reports will show unabbreviated title, author/artist, publisher, and publication date:
    - 1. Titles ordered
    - 2. Titles backordered
    - 3. Titles invoiced
    - 4. Titles canceled
  - (i) Primary vendor shall provide accounting reports that include the monthly costs for items (indicating total discount received), cataloging, digital processing, supplies, storage, delivery, and other associated costs. These reports shall show expenditures, encumbrances, credits for cancellations, and remaining balances for each of the media types.
  - (j) Bidder shall deliver the Opening Day Collection on date specified by the Library. The boxes will be removed from the pallets and placed inside the new library in a specified area without additional cost or expense to the Library. Primary vendor shall provide pricing information for additional storage time due to delays in library construction and fees for special orders.
- (10) Print Lease Plan
- (a) The Library requests information about a Print Lease plan but does not guarantee that this project will go into effect during the contract period.
  - (b) Bidder shall provide a description of the Print Lease program to include:
    - 1. Types of plans available including plan size and costs.
    - 2. Additional costs for shelf ready items (fully cataloged and processed) and for RFID tagging and linking.
    - 3. Management of leased collection – selection of titles, returns, monthly quotas, purchase of leased titles, and replacement of lost or damaged items.
    - 4. Management of MARC records – download of new records.
    - 5. Type of management reports with samples.

**CHECK LIST VERIFICATION  
ATTACHMENT A**

This checklist is to help Bidders ensure that all required documents have been included in this Best Value Bid.

DOCUMENT	Check or Initial to Indicate Document is Attached to Bid
*One (1) original and eight (8) copies of the signed Invitation for Best Value Bids	<i>[Signature]</i>
Check List Verification, Attachment A	<i>[Signature]</i>
Vendor Questionnaire, Attachment B	<i>[Signature]</i>
History, Experience and Past Performance, Attachment C – Primary Vendor and Jobber	<i>[Signature]</i>
Plan of Services, Attachment D - Primary Vendor (if submitting bid as a Primary Vendor)	<i>[Signature]</i>
Plan of Services, Attachment E – Jobber (if submitting bid as a Jobber)	<i>[Signature]</i>
Pricing Schedule, Attachment F - Primary Vendor (if submitting bid as a Primary Vendor)	<i>[Signature]</i>
Pricing Schedule, Attachment G – Jobber (if submitting bid as a Jobber)	<i>[Signature]</i>
*City of San Antonio Discretionary Contracts Disclosure Form, Attachment H	<i>[Signature]</i>
Litigation Disclosure Form, Attachment I	<i>[Signature]</i>
*Good Faith Effort Plan, Attachment J	<i>[Signature]</i>

\*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of Bid.

**ATTACHMENT B  
VENDOR QUESTIONNAIRE**

1. Does primary vendor and/or jobber anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes  No

2. Is primary vendor and/or jobber authorized and/or licensed to do business in Texas?

Yes  No  If "Yes", list authorizations/licenses.

Baker & Taylor, Inc. is in good standing with the state of Texas, and is authorized to do business in the state of Texas. Please see the following Certificate of Fact.

3. Where is the primary vendor's and/or jobber's corporate headquarters located? Charlotte, NC

4. **Local Operation:** Does the primary vendor and/or jobber have an office located in San Antonio, Texas?

Yes  No  If "Yes", respond to a and b below:

- a. How long has the primary vendor and /or jobber conducted business from its San Antonio office?

Years \_\_\_\_\_ Months \_\_\_\_\_

- b. State the number of full-time employees at the San Antonio office. \_\_\_\_\_

5. **County Operation:** If the primary vendor and/or jobber does not have a San Antonio office, does the primary vendor and/or jobber have an office located in Bexar County, Texas?

Yes  No  If "Yes", respond to a and b below:

- a. How long has the primary vendor and/or jobber conducted business from its Bexar County office?

Years \_\_\_\_\_ Months \_\_\_\_\_

- b. State the number of full-time employees at the Bexar County office. \_\_\_\_\_

6. **Debarment/Suspension Information:** Has the primary vendor and/or jobber or any of its principals been debarred or suspended from contracting with any public entity?

Yes  No  If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

\_\_\_\_\_

\_\_\_\_\_

7. **Surety Information:** Has the primary vendor and/or jobber ever had a bond or surety canceled or forfeited?

Yes  No  If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

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8. **Bankruptcy Information:** Has the primary vendor and/or jobber ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes  No  If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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9. Provide any other names under which primary vendor and/or jobber has operated within the last 10 years.

Baker & Taylor Corporation

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Roger Williams  
Secretary of State

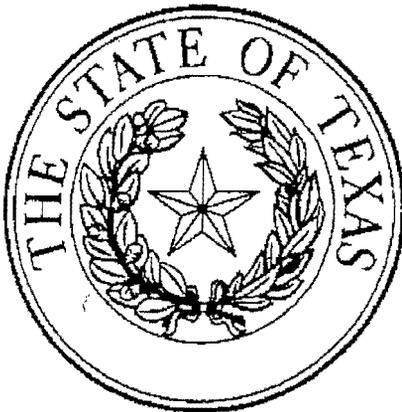
## Office of the Secretary of State

### Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application For Certificate Of Authority for BAKER & TAYLOR INC., authorized under the name B & T INC. (file number 9432506), a DELAWARE, USA, Foreign For-Profit Corporation, was filed in this office on February 03, 1993.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on February 26, 2007.



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams  
Secretary of State

**ATTACHMENT C**  
**HISTORY, EXPERIENCE, AND PAST PERFORMANCE – PRIMARY VENDOR AND JOBBER**

1. Primary vendor and jobber must have a permanent place of business from which library materials and services are sold, be in business for a minimum of three years, and employ sufficient number of qualified personnel to ensure the bidder can perform in accordance with all outlined requirements. In lieu of three years of business, bidder may be considered if it provides documentation of previous relevant experience or provision of three references from current accounts of a similar size to the Library. However, in no event will less than one year's experience be considered.

*Attachment C-1:* Identify your permanent place of business. Indicate your number of years of experience in supplying library materials and services to large urban libraries with multiple branches. In addition, the number of qualified personnel currently employed with your business. Provide this information with your bid response as Attachment C-1.

2. Primary vendor and jobber must designate one customer service representative at the company's office to serve as the company's representative to the San Antonio Public Library during the contract period. During the contract period, the company's representative shall be fully dedicated to the Library's account and be readily accessible by a toll-free telephone number or email to answer questions and work with the Library staff.

*Attachment C-2:* Identify the designated customer service representative, contact information and qualifications. Provide this information with your bid response as Attachment C-2.

3. Primary vendor must provide specific staff contacts who will oversee the cataloging and processing services.

*Attachment C-3:* Identify the designated cataloging and processing managers, contact information, and qualifications. Provide this information with your bid response as Attachment C-3.

4. Primary vendor and jobber shall identify large urban public libraries for which they provide library services and materials as outlined in this bid document during the past five (5) years. Bidder must provide three references for large urban public libraries with multiple branches for which vendor have provided materials and services.

*Attachment C-4.* Identify large urban public libraries and services provided during the past five (5) years. References must be submitted on public library letterhead and include an original signature and include the library's name, the name of a contact person employed by the library, phone number, fax number and email address, if available. Provide this information with your bid response as Attachment C-4.

**ATTACHMENT D  
PLAN OF SERVICES – PRIMARY VENDOR**

Please refer to Section III of this IFBVB for requirements.

1. Inventory & Speed of Delivery

*Attachment D-1.1:* Confirm that your company's services will meet the qualifications as stated in 1(a) 1-4. A simple statement that you meet these qualifications will be insufficient. You should provide documentation on your ability to meet these qualifications. Provide this information with your bid response as Attachment D-1.1.

2. Online Services

*Attachment D-2.1:* Describe the online services that you offer 2(a), 1-8 and 2(b). Provide this information with your bid response as Attachment D-2.1.

*Attachment D-2.2:* Provide trial access to vendor online services with your bid response as described in 2(d) 1-3. Provide this information with your bid response as Attachment D-2.2.

*Attachment D-2.3:* Describe how your electronic ordering and invoicing products interface with the Millennium Acquisitions module as described in 2(e). Provide this information with your bid response as Attachment D-2.3.

*Attachment D-2.4:* Describe how order acknowledgements are delivered to the Library as described in 2(f). Provide this information with your bid response as Attachment D-2.4.

*Attachment D-2.5:* Describe how you provide ongoing support for online services as described in 2(g). Provide this information with your bid response as Attachment D-2.5.

3. Ordering

*Attachment D-3.1:* Describe standing order services and continuations as described in 3(d). Provide this information with your bid response as Attachment D-3.1.

4. Invoicing

*Attachment D-4.1:* Describe how vendor will comply with above invoicing requirements as described in 4(c) 1-4 and submit a sample of an invoice that meets the above criteria. Provide this information with your bid response as Attachment D-4.1.

*Attachment D-4.2:* Describe process to issue a corrected invoice and a credit memo as described in 4(e) and 4(f). Submit a sample of a credit memo. Provide this information with your bid response as Attachment D-4.2.

*Attachment D-4.3:* Describe bidder's process for issuing monthly statements and information provided as described in 4(h). Submit a sample of a monthly statement. Provide this information with your bid response as Attachment D-4.3.

5. Shipping and Delivery

*Attachment D-5.1:* Describe bidder's shipping process and submit a sample of a packing list/slip that meets the above requirements as described in 5(b), 1-4 and 5 (g). Provide this information with your bid response as Attachment D-5.1.

6. Returns

*Attachment D-6.1:* Describe claiming of items not received and/or backordered, cancellation and return policy when errors are made by the publisher or supplier and/or when ordered in error by the Library, and how mis-shipments will be corrected as described in 6(a), 6(c) and 6(e). Provide this information with your bid response as Attachment D-6.1.

7. Cataloging

*Attachment D-7.1:* Describe your preferred method for accessing the Library's catalog and providing bibliographic and item records as described in 7(b) and 7(c). Provide this information with your bid response as Attachment D-7.1.

*Attachment D-7.2:* Describe how you will update Library holdings in the OCLC WordCat database as described in 7(d). Provide this information with your bid response as Attachment D-7.2.

8. Processing

*Attachment D-8.1:* Provide a description of processing services for print materials as described in 8(a) 1-3. Provide this information with your bid response as Attachment D-8.1.

*Attachment D-8.2:* Provide a description of 3M RFID tagging and linking services as described in 8(b). Provide this information with your bid response as Attachment D-8.2.

*Attachment D-8.3:* Provide the number of days to fully catalog and process in-stock items as described in 8(c). Provide this information with your bid response as Attachment D-8.3.

9. Opening Day Collection

*Attachment D-9.1:* Provide the information on the project manager and team members as described in 9(b), 1-2. Provide this information with your bid response as Attachment D-9.1.

*Attachment D-9.2:* Provide the proposed timeline for an opening day collection with the time as the number of months, weeks, and/or days before opening date as described in 9(c). Provide this information with your bid response as Attachment D-9.2.

*Attachment D-9.3:* Provide the proposal for developing a core collection and additional fees for special orders as described in 9(e). Provide this information with your bid response as Attachment D-9.3.

*Attachment D-9.4:* Provide a sample of the reports as described in 9(h), 1-4. Provide this information with your bid response as Attachment D-9.4.

*Attachment D-9.5:* Provide a sample of the reports as described in 9(i). Provide this information with your bid response as Attachment D-9.5.

*Attachment D-9.6:* Provide pricing information for additional storage time and fees for special orders as described in 9(j) with your bid response as Attachment D-9.6.

10. Print Lease Plan

*Attachment D-10.1:* Specify if bidder offers a Print Lease Program. If so, provide a description of the Print Lease program, as requested in 10(b), 1-5. Provide this information with your bid response as Attachment D-10.1.

**ATTACHMENT F  
PRICE SCHEDULE - PRIMARY VENDOR**

Bidder must use the publisher's list prices and not the freight pass-through prices. Discount must be provided as a fixed percentage. Discounts provided as a range will not be evaluated. The stated discount should reflect the final price paid by the City. The pricing for cataloging and processing services shall be indicated in fixed monetary amounts per item. Pricing provided as a range will not be evaluated. No other additional charges should be allowed. *Please see Appendix 2 for detailed discount information and Appendix 3 for B&T's Category Definitions.*

*Attachment F-1: Vendor's Discount Percentage*

Item	Description	Vendor's discount from Publisher's List Price
1	Adult Trade Hardcover Category I	46.4 %
2	Juvenile Trade Hardcover Category II	46.4 %
3	Juvenile Reinforced Binding Category VI	24.0 %
4	Adult Trade Paperback Category III	1-3 copies/title: 40.5%; 4-9 copies/title: 41.9%; 10+ copies/title: 43.2%
5	Juvenile Trade Paperback Category IV	1-3 copies/title: 40.5%; 4-9 copies/title: 41.9%; 10+ copies/title: 43.2%
6	Mass Market Paperback Category V	1-3 copies/title: 40.5%; 4-9 copies/title: 41.9%; 10+ copies/title: 43.2%
7	Technical/Reference Books Category IX	15.0 % *
8	University Press Category VIII	15.0 %
9	Small Press Category IX, XI	15.0 % *

*Attachment F-2: Vendor's Unit Price for Cataloging/Processing*  
Indicate, in one-fixed monetary amounts, price per unit.

Item	Description	Price per Each
1	Adult Trade Hardcover	
	Unit Price for Full Cataloging and Processing	\$ 3.80 **
2	Juvenile Trade Hardcover	
	Unit Price for Full Cataloging and Processing	\$ 3.80 **
3	Adult Trade Paperback	
	Unit Price for Partial Processing with No Cataloging	\$1.99/unit (Kapco cover-up only) ***
4	Juvenile Trade Paperback	
	Unit Price for Partial Processing with No Cataloging	\$ 0.59/unit (mylar jacket only) ***
5	Technical/Reference Books	
	Unit Price for Full Cataloging and Processing	\$ 3.80 **
6	University Press	
	Unit Price for Full Cataloging and Processing	\$ 3.80 **

\* Titles which receive minimal publisher discount will be invoiced at publisher's list price. Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at publisher's list price plus a \$4.95/unit surcharge.

\*\* The pricing outlined is for CLS shelf ready services and is a blended price based on the volume of material to be ordered, processing components requested, and the complexities of the library's cataloging requirements. Our unit price is all inclusive of the services requested by the library including, but not limited to, cataloging, processing, and project management. This price does not include the Kapco or Vinabind process or Original Cataloging. Please refer to Appendix 1 for additional information.

\*\*\* This price is for non-CLS services, and is based on items 2 & 3, Partial Processing on page 22 of the bid document.

**ATTACHMENT G  
PRICE SCHEDULE - JOBBER**

Bidder must use the publisher's list prices and not the freight pass-through prices. Discount must be provided as a fixed percentage. Discounts provided as a range will not be evaluated. The stated discount should reflect the final price paid by the City. No other additional charges should be allowed.

*Attachment G-1: Vendor's Discount Percentage*

Item	Description	Vendor's discount from Publisher's List Price	
1	Adult Trade Hardcover Category I	42.0	%
2	Juvenile Trade Hardcover Category II	42.0	%
3	Juvenile Reinforced Binding Category VI	17.0	%
4	Adult Trade Paperback Category III	38.0	%
5	Juvenile Trade Paperback Category IV	38.0	%
6	Mass Market Paperback Category V	38.0	%
7	Technical/Reference Books Category IX	10.0	% *
8	University Press Category VIII	10.0	%
9	Small Press Categories IX, XI	10.0	% *

Please see Appendix 2 - Jobber for detailed discount information and Appendix 3 for Baker & Taylor's Category Definitions.

\* Titles which receive minimal publisher discount will be invoiced at publisher's list price. Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at publisher's list price plus a \$4.95/unit surcharge.

**ATTACHMENT H**  
City of San Antonio  
**Discretionary Contracts Disclosure**

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)  
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity that is a **party** to the discretionary contract:  
At a minimum, Vendor's name should be listed

Baker & Taylor, Inc.

(2) Identify any individual or business entity which is a **partner, parent** or **subsidiary** business entity, of any individual or business entity identified above in Box (1):

No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

Parent: Baker & Taylor Corporation

Subsidiary: YBP Library Services

JA Majors Company I Ltd.

(3) Identify any individual or business entity that would be a **subcontractor** on the discretionary contract.

No subcontractor(s); or

List subcontractors:

(4) Identify any **lobbyist** or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

**(5) Political Contributions**  
 List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current or former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

**No contributions made; If contributions made, list below:**

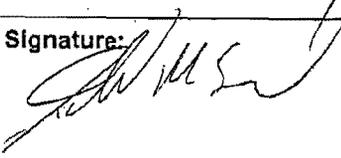
By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

**(6) Disclosures in Proposals**  
 Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

*This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.*

<b>Signature:</b> 	<b>Title:</b> VP - CLS Sales, Marketing & Account Administration <b>Company or D/B/A:</b> Baker & Taylor, Inc.	<b>Date:</b> June 26, 2009
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**ATTACHMENT I  
LITIGATION DISCLOSURE FORM**

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes  No

2. Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

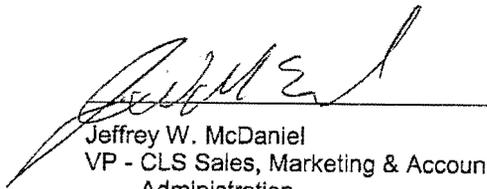
Yes  No

3. Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes  No

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

Please see the following page for additional information.

  
Jeffrey W. McDaniel  
VP - CLS Sales, Marketing & Account  
Administration

Attachment I  
Litigation Disclosure Form

Additional Information

1. Baker & Taylor does not have any information about team members' felony or misdemeanor indictments or conviction.
2. Dallas Public Library terminated a Music CD bid with Baker & Taylor in December of 2004. Subsequently, in December of 2004 Dallas Public Library awarded Baker & Taylor a contract to provide shelf ready materials for Opening Day Collections for three branches. In June 2007, DPL awarded B&T another contract to provide shelf ready materials for Opening Day Collections for three additional branches.
3. Baker & Taylor has not been involved in any claim or litigation with the City of San Antonio. Within the past 10 years, the following cases relating to institutional customer contracts were settled without any admission of liability and without trial:

United States of America, ex rel. Robert Costa and Ronald Thornburg, et al. v. Baker & Taylor, Inc., d/b/a Baker & Taylor Books, and W.R. Grace & Co., Inc.  
Civil No. 95-1825vrw  
United States District Court, Northern District of California

Hawaii Government Employees Association, AFSCME, Local 152, AFL-CIO v. The Hawaii State Public Library System of the Department of Education, State of Hawaii, et al.  
Civil No. 97-2370-06  
Circuit Court of the First Circuit, State of Hawaii

State of Ohio, ex rel. Betty D. Montgomery, Attorney General of Ohio, et al. v. Baker & Taylor, Inc., d/b/a Baker & Taylor Books, and W.R. Grace & Co.-Connecticut  
Civil No. 99 CVHO3 02633 Court of Common Pleas, Franklin County, Ohio

There has been no litigation with any federal, state or local entity within the past seven years. Baker & Taylor does not have information about any litigation involving members of the Team.

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM  
POLICY AND FORM**

1. **Small Business Participation**

It is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the Small Business policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

2. **DEFINITIONS** related to the Small Business Program Provisions:

- a. **Small Business Program**: the Small Business Economic Development Advocacy ("SBEDA") Program governed by this ordinance and managed by the SMALL BUSINESS Program Office.
- b. **Small Business Enterprises (SBE)**: a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for a small business. All firms meeting these thresholds will be considered an SBE.
- c. **Local Business Enterprise (LBE)**: a corporation, partnership, sole proprietorship, or other legal entity which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County for use at the local branch office.
- d. **Minority Business Enterprise (MBE)**: a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County or the San Antonio Metropolitan Statistical Area (the SAMSA) for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBES's category of contracting for at least one year.
- e. **Woman Business Enterprise (WBE)**: a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.
- f. **African-American Business Enterprise (AABE)**: a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a

locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE’s category of contracting for at least on year.

3. Goals for Small Business Participation

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

<b>MBE</b>	<b>15%</b>
<b>WBE</b>	<b>10%</b>
<b>AABE</b>	<b>3%</b>
<b>SBE</b>	<b>50%</b>

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE, MBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as an AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X’s** compliance with the Small Business goals under this scenario would be as follows:

	City’s Small Business Goals	Prime Contractor X’s Compliance
MBE	15%	33%
WBE	10%	13%
AABE	3%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company D will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE.

**Prime Contractor Y** compliance with the Small Business goals would be as follows:

	City's Small Business Goals	Prime Contractor Y's Compliance
MBE	15%	45.5%
WBE	10%	13%
AABE	3%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

**4. Good Faith Effort Required**

Proposals shall include a Good Faith Effort Plan (GFEP—ATTACHED). The GFEP shall include specific documentation to utilize local, small, MBE-WBE-AABE businesses in a percentage, which equals or exceeds the above goals. Any proposal that does not include the GFEP and does not receive approval of the GFEP by the Economic Development Department shall be declared non-responsive, and excluded from consideration.

**5. SBE-MBE-WBE-AABE Certification Required**

Only companies certified as SBE, MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

**6. Small Business Program Information**

Interested contractors/proposers are encouraged to contact the Small Business Outreach Office for information regarding the City's Small Business Program Policy. Please call (210) 207-3900 or FAX: (210) 207-3909.

**ATTACHMENT J  
GOOD FAITH EFFORT PLAN**  
(Page 1 of 4)

**NAME OF PROJECT:** Annual Contract for Print Materials, Cataloging and Processing Services

**BIDDER/PROPOSER INFORMATION:**

Name of Bidder/Proposer: Baker & Taylor, Inc.

Address: 2550 West Tyvola Rd., Suite 300

City: Charlotte State: NC Zip Code: 28217

Telephone: 800-775-7930 x 3212 E-mail Address: mcdanij@btol.com

Is your firm certified?  Yes  No (If yes, please submit Certification Certificate.)

- List all subcontractors/suppliers that will be used for this contract. (Indicate all MBEs-WBEs-AABEs-SBEs. Use additional sheets as needed.)

NAME AND ADDRESS OF SUBCONTRACTOR'S/SUPPLIER'S COMPANY	CONTRACT AMOUNT	% LEVEL OF PARTICIPATION	MBE-WBE-AABE-SBE CERTIFICATION NUMBER
Please see Request for Waiver, Appendix 10.			

Only companies certified as an MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied toward the contracting goals. All MBE-WBE-AABE-SBE subcontractors or suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

### GOOD FAITH EFFORT PLAN

(Page 2 of 4)

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Original Affirmed Good Faith Effort Plan).

**NOTE: If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.**

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

Please refer to Request for Waiver, Appendix 10.

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3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

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4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

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5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBE's.

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6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBE's.

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**GOOD FAITH EFFORT PLAN**

(Page 3 of 4)

7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	MBE-WBE-AABE-SBE CERTIFICATION NUMBER	REASON FOR REJECTION

8. Please attach a copy of your company's MBE-WBE-AABE-SBE policy.

9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.

\_\_\_\_\_

\_\_\_\_\_

10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

*Please refer to Request for Waiver, Appendix 10.*

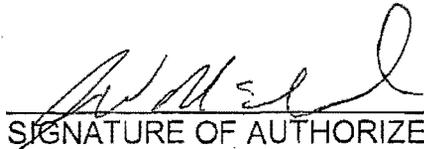
**GOOD FAITH EFFORT PLAN**

(Page 4 of 4)

GOOD FAITH EFFORT PLAN AFFIRMATION

I HEREBY AFFIRM THAT THE INFORMATION PROVIDED IN THIS GOOD FAITH EFFORT PLAN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

Please refer to Request for Waiver, Appendix 10. Although Baker & Taylor fully supports the principles of the M/W/DBE program for the City of San Antonio as outlined in this proposal, please be advised that all work performed to meet these bid requirements will be performed by Baker & Taylor. Consequently, no subcontracting will be required and we will not have an opportunity to utilize subcontractors.

  
SIGNATURE OF AUTHORIZED OFFICIAL

VP - CLS Sales, Marketing & Account Administration

TITLE OF OFFICIAL

June 26, 2009

800-775-7930 x 3212

DATE

PHONE

\*\*\*\*\*

**FOR CITY USE**

Plan Reviewed By: \_\_\_\_\_

Recommendation:      Approval \_\_\_\_\_

Denial \_\_\_\_\_

Action Taken:            Approved \_\_\_\_\_

Denied \_\_\_\_\_

DIRECTOR OF ECONOMIC DEVELOPMENT: \_\_\_\_\_

**Statement:**

"Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7<sup>th</sup> business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of Interest questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us) <<http://www.ethics.state.tx.us>>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2<sup>nd</sup> floor, 100 Military Plaza, San Antonio, TX 78205."

**IMPORTANT MAILING INSTRUCTIONS:**

**MAIL TO:** CITY CLERK  
P.O. BOX 839966  
SAN ANTONIO, TX 78283-3966

**PHYSICAL ADDRESS:** CITY CLERK  
CITY HALL (COMMERCE ST. & FLORES ST.)  
100 MILITARY PLAZA, 2ND FLOOR  
SAN ANTONIO, TEXAS 78205

**MARK ENVELOPE:** “BEST VALUE BID FOR ANNUAL CONTRACT FOR PRINT  
MATERIALS, CATALOGING AND PROCESSING SERVICES”  
BIDS TO BE OPENED: 2:00 P.M., June 30, 2009  
BID NO. A593-09

**REMARKS:**