LOC
9/4/14
Item No. 5

AN ORDINANCE 2014-09-04-0639

ACCEPTING THE OFFER FROM MIDWEST TAPE, LLC TO PROVIDE THE SAN ANTONIO PUBLIC LIBRARY WITH ADULT, YOUNG ADULT AND CHILDREN'S MEDIA MATERIALS IN ENGLISH, SPANISH AND OTHER LANGUAGES, AND CATALOGING AND DIGITAL PROCESSING SERVICES FOR AN ESTIMATED ANNUAL COST OF UP TO $2,000,000.00 AND A TOTAL ESTIMATED COST OF $6,000,000.00, FUNDED WITH THE LIBRARY GENERAL FUND BUDGET.

* * * * *

WHEREAS, the City released Request for Competitive Sealed Proposals (RFCSP) to provide the City with adult, young adult and children's media materials in English, Spanish and other languages, cataloging and digital processing services and electronic ordering and invoicing for the San Antonio Public Library; and

WHEREAS, two responses were received and evaluated; and

WHEREAS, staff recommends Midwest Tape, LLC for award of this contract; **NOW THEREFORE:**

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

SECTION 1. The proposal submitted by Midwest Tape, LLC to provide the City with adult, young adult and children's media materials in English, Spanish and other languages, cataloging and digital processing services and electronic ordering and invoicing for the San Antonio Public Library 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 RFCSP are attached hereto as **Exhibit I**. A copy of the proposal may be inspected in the offices of the Purchasing Division of the Finance Department.

SECTION 2. Funding in the amount of $2,000,000.00 for this ordinance is contingent upon approval of the Fiscal Year 2015's Budget for Fund 11001000, Cost Center 0402010001 and General Ledger 5304060.

SECTION 3. Additional funding in the amount of $4,000,000.00 for this ordinance is contingent upon City Council approval of subsequent fiscal year budgets.

SECTION 4. If approved by the San Antonio City Council, payment not to exceed the budgeted amount is authorized to Midwest Tape LLC and should be encumbered with a purchase order.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City

Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage hereof.

PASSED AND APPROVED this 4th day of September, 2014.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Robert F. Greenblum, City Attorney

Agenda Item:	**5 (in consent vote: 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16A, 16B, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28A, 28B, 28C)**
Date:	09/04/2014
Time:	09:32:40 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the offer from Midwest Tape, LLC to provide the San Antonio Public Library with adult, young adult and children's media materials in English, Spanish and other languages, and cataloging and digital processing services for an estimated annual cost of up to $2,000,000.00 and a total estimated cost of $6,000,000.00, funded with the Library General Fund Budget. [Ben Gorzell, ChiefFinancial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Diego Bernal	District 1		x				
Keith Toney	District 2		x				x
Rebecca Viagran	District 3		x			x	
Rey Saldaña	District 4	x					
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Mari Aguirre-Rodriguez	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9	x					
Michael Gallagher	District 10		x				

EXHIBIT I

RFCSP Media, Cataloging and Digital Processing Services Score Summary	Maximum Points	Baker & Taylor, Inc. 2550 West Tyvola Road, Suite #300 Charlotte, NC 28217	Midwest Tape, LLC 6950 Hall Street, Holland, OH 43528
A - Experience, Background, Qualifications	30	27.00	29.50
B - Proposed Plan	50	37.40	47.00
A - B Sub-Total	80	64.40	76.50
C - Price Schedule	20	11.000	20.000
TOTAL SCORE	100	75.40	96.50
RANK BASED ON TOTAL SCORE		2.00	1.00

CITY OF SAN ANTONIO

FINANCE DEPARTMENT – PURCHASING DIVISION

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: RFCSP 14-045, 6100004444

ANNUAL CONTRACT FOR MEDIA, CATALOGING AND DIGITAL PROCESSING SERVICES

Date Issued: MAY 16, 2014

PROPOSALS MUST BE RECEIVED **NO LATER** THAN:
2:00 PM CT, JUNE 20, 2014

Proposals may be submitted by any of the following means:
Electronic submission through the Portal
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:
Office of the City Clerk
100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205

Mailing Address:
Office of the City Clerk
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope:

"MEDIA, CATALOGING AND DIGITAL PROCESSING SERVICES"

Proposal Due Date: 2:00 p.m. CT, JUNE 20, 2014

RFCSP No.: RFCSP 14-045, 6100004444

Respondent's Name and Address

Proposal Bond: NO Performance Bond: NO Payment Bond: NO Other: NO

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: DBE / ACDBE Requirements:

See Instructions for Respondents and Attachments sections for more information on these requirements.

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal Conference will be held on Friday, May 30, 2014 at 10:00 a.m., Central Time, at San Antonio Central Library, Conference Room 4.2, 600 Soledad, San Antonio TX 78205

Staff Contact Person: REBECCA A. GARZA, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966.
Email: REBECCA.GARZA@SANANTONIO.GOV

This solicitation has been identified as High-Profile.

Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts. Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded ("black out" period):

1. legal signatory of a high-profile contract;
2. any individual seeking a high-profile contract;
3. any owner or officer of an entity seeking a high-profile contract;
4. the spouse of any of these individuals;
5. any attorney, lobbyist or consultant retained to assist in seeking contract.

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the "black out" period.

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003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals.

Submission of Hard Copy Proposals. Submit one (1) original signed in ink, seven (7) hard copies and one (1) copy of the of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Proposals. Submit one proposal electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Proposals sent to City by facsimile or email shall be rejected.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals, and submitted in the same manner as original proposals. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the original proposal is being withdrawn. For electronic proposals, a modified proposal will automatically replace a prior proposal submission. See below for information on submitting Alternate Proposals.

City shall not be responsible for lost or misdirected proposals or modifications.

Respondents must sign the Signature Page on hard copy proposals and return the RFCSP document to City. For electronic proposals, Respondent's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes. Respondents are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Respondent's being held liable for the submission.

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form, Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at: http://www.sanantonio.gov/purchasing/. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Proposals. Alternate proposals may be allowed at the sole discretion of City.

Hard Copy Alternate Proposals. Alternate proposals must be submitted in separate sealed envelopes in the same manner as submission of other proposals. Alternate proposals must be marked consecutively on the envelope as Alternate Proposal No. 1, 2, etc. Failure to submit alternate proposals in separate envelopes may result in rejection of a proposal.

Electronic Alternate Proposals. All alternate proposals submitted electronically are recorded with original proposals when submitted electronically.

Catalog Pricing. (This section applies to proposals using catalog pricing.)

The proposal will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Respondents shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a proposal is submitted. Respondent shall provide said catalog at the time of submission of its proposal. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for proposals submitted on paper, or PDF file for proposals submitted electronically.

Respondents may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City's Purchasing & General Services Department.

Specified items identified herein, if any, are for overall proposal evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFCSP or proposals from the time the RFCSP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFCSP 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 RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the restrictions on communication with City employees include:

Respondents may ask verbal questions concerning this RFCSP at the Pre-Submittal Conference.

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed below by 2:00 p.m., Central Time, on Friday, June 6, 2014 . Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Rebecca A. Garza, Procurement Specialist II
City of San Antonio, Finance Department – Purchasing Division
rebecca.garza@sanantonio.gov

Respondents may provide responses to questions asked of them by the Staff Contact Person after proposals are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent's response. The information provided is not intended to change the proposal response in any fashion. Such additional information must be provided within two business days from City's request. Respondents may also respond to requests by the Staff Contact Person for best and final offers, which do allow respondents to change their proposals. Requests for best and final offers will be clearly designated as such. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

Pre-Submittal Conference.

A Pre-Submittal Conference is scheduled, for Friday, May 30, 2014 at 10:00 a.m., Central Time, at the San Antonio Central Library, Conference Room 4.2, 600 Soledad, San Antonio, TX 78205. The Pre-Submittal Conference will be held at the time and place noted on the Cover Page. Respondents are encouraged to prepare and submit their questions in writing 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 with this solicitation.

A Cisco Meeting Place occurrence has been set up for those that wish to attend the Pre-Submittal Conference by telephone. Prospective Respondents in the local calling area should call (210) 207-8000. Toll-Free access is available by calling 855-850-2672. The Meeting ID is 1345. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City.

Changes to RFCSP.

Changes to this RFCSP made prior to the due date for proposals shall be made directly to the original RFCSP. Changes are captured by creating a replacement version each time the RFCSP is changed. It is Respondent's responsibility to check for new versions until the proposal due date. City will assume that all proposals received are based on the final version of the RFCSP as it exists on the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFCSP.

Preparation of Proposals.

All information required by the RFCSP must be furnished or the proposal may be deemed non-responsive and rejected. Any ambiguity in the proposal as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Proposal Format. Each proposal shall be typewritten, single spaced on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response to the RFCSP General Information Form may not exceed 150 pages in length. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. Each proposal must include the sections and attachments in the sequence listed in the RFCSP Instructions to Respondents Part B - Submission Requirements, and each section and attachment must be indexed and, for hard copy submission, divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal, or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the submission or may negatively affect scoring.

Correct Legal Name. If Respondent is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the proposal may be rejected.

Line Item Proposals. Any proposal that is considered for award by each unit or line item must include a price for each unit or line item for which Respondent wishes to be considered. All proposals are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" proposal in the Supplemental Terms & Conditions.

All or None Bid. Any proposal that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" bid, a unit price left blank shall result in the proposal being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which City will award the entire contract to one respondent only.

Delivery Dates. Proposed delivery dates must be shown in the proposal where required and shall include weekends and holidays, unless specified otherwise in this RFCSP. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the proposal. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Respondents must not include such taxes in proposal prices. An exemption certificate will be signed by City where applicable upon request by Respondent after contract award.

Description of Supplies.

Any brand names, 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 quality and capability desired.

Proposals submitted for comparable items must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specification sheet(s) for each proposed item with proposal

response. Product specifications shall be the most current available and be sufficiently detailed and descriptive so as to permit City to determine the item's suitability and compliance with proposal specifications. City shall be the sole judge of equality and suitability of comparable items.

Pro-rata adjustments to packaging and pricing may be allowed at the sole discretion of City.

Samples, Demonstrations and Pre-award Testing. If requested by City, Respondent shall provide product samples, demonstrations, and/or testing of items proposed to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of a proposal. All samples (including return thereof), demonstrations, and/or testing shall be at Respondent's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Respondents shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Respondents shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFCSP. No plea of ignorance by Respondent will be accepted as a basis for varying the requirements of City or the compensation to Respondent.

Confidential or Proprietary Information. All proposals become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Interlocal Participation.

City may engage in cooperative purchasing with other governmental entities or governmental cooperatives ("Entity" or "Entities") to enhance City's purchasing power. At City's sole discretion and option, City may inform other Entities that they may acquire items listed in this RFCSP. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this RFCSP. Such acquisition(s) shall be at the prices stated in the proposal, and shall be subject to Respondent's acceptance. Entities desiring to acquire items listed in this RFCSP shall be listed on a rider attached hereto, if known at the time of issuance of the RFCSP. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this proposal.

Respondent must sign and submit the rider, if attached to this RFCSP, with its proposal, indicating whether Respondent wishes to allow other Entities to use its proposal. Respondent shall sign and return any subsequently issued riders within ten calendar days of receipt. Respondent's decision on whether to allow other Entities to use the proposal shall not be a factor in awarding this RFCSP.

Costs of Proposing. Respondent shall bear any and all costs that are associated with the preparation of the Proposal, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Proposals.

City may reject any and all proposals, in whole or in part, cancel the RFCSP and reissue the solicitation. City may reject a proposal if:

Respondent misstates or conceals any material fact in the proposal; or

The proposal does not strictly conform to law or the requirements of the solicitation;

The proposal is conditional; or

Any other reason that would lead City to believe that the proposal is non-responsive or Respondent is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any proposal, such as failure to submit sufficient proposal copies, failure to submit literature or similar attachments, or business affiliation information.

Variances and Exceptions to Proposal Terms. In order to comply with State law, respondents must submit proposals on the same material terms and conditions. Proposals that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Proposal Form. Proposals must be submitted on the forms furnished, where forms are provided. Proposals that change the format or content of City's RFCSP will be rejected.

Withdrawal of Proposals. Proposals may be withdrawn prior to the due date for submission. Written notice of withdrawal shall be provided to the City Clerk for proposals submitted in hard copy. Proposals submitted electronically may be withdrawn electronically.

Proposal Opening. Proposals will be opened publicly and the names of the respondents read aloud at 2:30 P.M. on the day the proposals are due. Proposal openings are held at Purchasing & General Services, Riverview Tower, 11th floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205. However, in accordance with state law, the contents will not be revealed until after the contract is awarded.

Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the responsible offeror whose proposal is determined to be the most advantageous to City, considering the relative importance of price and the other evaluation factors included in this RFCSP.

City reserves the right to make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" proposal in the Supplemental Terms & Conditions.

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Respondent results in a binding contract without further action by either party. Vendor must have the Purchase Order before making any delivery.

City reserves the right to utilize historical usage data as a basis for evaluation of proposals when future usages are unable to be determined.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment.

Depending on the nature of the RFCSP, Respondent's facilities and equipment may be a determining factor in making the proposal award. All respondents may be subject to inspection of their facilities and equipment.

Prospective respondents must prove beyond any doubt to the City Purchasing Administrator that they are qualified and capable of performing the contract's requirements.

Prompt Payment Discount.

Provided Respondent meets the requirements stated herein, City shall take Respondent's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the proposal price, either per line item or total proposal amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in proposal evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the proposal price during proposal evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest.

The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest.

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 7th 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 proposals, 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. 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, 2nd floor, 100 Military Plaza, San Antonio, TX 78205." Respondent should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your proposal. The Purchasing Division will not deliver the form to the City Clerk for you.

PART B

PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

If submitting a hard copy proposal, submit one (1) original, signed in ink, seven (7) copies, and one (1) copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

If submitting electronically through City's portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

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EXECUTIVE SUMMARY. The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

RESPONDENT QUESTIONNAIRE. Use the Form found in this RFCSP as Attachment A, Part One.

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFCSP as Attachment A, Part Two.

PROPOSED PLAN. Use the Form found in this RFCSP as Attachment A, Part Three.

PRICING SCHEDULE. Use the Pricing Schedule that is found in this RFCSP as Attachment B.

CONTRACTS DISCLOSURE FORM. Use the Form in RFCSP Attachment C which is posted separately or Respondent may download a copy at:

https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf

Instructions for completing the Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFCSP as Attachment D. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM TRACKING FORM (VOSBPP TRACKING FORM) - Complete, sign and submit VOSBPP Identification Form found in this RFCSP as Attachment E.

FINANCIAL INFORMATION. Submit a recent copy of a Dun and Bradstreet financial report, or other credit report, on Respondent and its partners, affiliates and subtenants, if any.

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFCSP if awarded a contract in response to this RFCSP. Respondent shall also submit a copy of their current insurance certificate.

SIGNATURE PAGE. If submitting a hard copy proposal, Respondent must complete, sign and submit the Signature Page found in this RFCSP as Attachment F. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFCSP as Attachment I.

Respondent is expected to examine this RFCSP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

EVALUATION CRITERIA:

City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. City may appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Criteria to be evaluated will include the items listed below. The selection committee may select respondents who are judged to be reasonably qualified for interviews, depending on whether further information is needed. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent, or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Evaluation Criteria:

Experience, Background, Qualifications (30 points)

Proposed Plan (50 points)

Price (20 points)

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.0 BACKGROUND

San Antonio Public Library (SAPL) is soliciting bids for the purchase of media materials in English, Spanish and other languages; cataloging and digital processing services; and electronic ordering and invoicing from a qualified vendor. SAPL plans to spend an estimated total of $6,000,000.00 during the contract period, which includes two opening day collections. This is an estimated target and not binding on City. The estimated total amount will be divided between four media types - DVDs, Blu-ray discs, music CDs and audiobooks. These materials will support the collections of the Central Library, twenty-four branches and one school/public library. The vendor must be able to provide a comprehensive spectrum of library materials in requested quantities to meet the needs of an urban multi-branch public library system.

SAPL plans to purchase the following types of media materials for all age groups:

1. Digital Video Discs (DVD):
   Pre-recorded discs in widescreen format, such as feature films, music videos, cartoons, education/instructional and television programs.
2. Blu-ray Discs:
   Pre-recorded discs of feature films, music videos, cartoons, education/instructional and television programs.
3. Music Compact Disc (Music CD):
   Pre-recorded discs – popular, classical, world music, jazz, etc.
4. Audiobooks:
   Pre-recorded readings either in abridged or unabridged format – fiction, nonfiction, inspirational and self-help. Recordings will be in CD format.

4.1. Inventory and Speed of Delivery

4.1.1. Vendor must provide a comprehensive spectrum of media in quantities to meet the needs of the San Antonio Public Library (Library), a large, multi- branch public library system.

4.1.2 Vendor overall fill rate must meet or exceed 90% for all items ordered.

4.1.3 Backordered materials must be supplied within 90 calendar days after receipt of order.

4.1.4 Vendor shall offer a street release-date program.

4.2. Online Services

4.2.1. Vendor must provide a Web site that provides the Library with the ability to do the following:

4.2.1.1. View product information.
4.2.1.2. Select and order new materials.
4.2.1.3. Read reviews from major library journals and resources.
4.2.1.4. Receive electronic selection lists for forthcoming titles.
4.2.1.5. Track order status.
4.2.1.6. Create multi-user lists, shopping carts or similar collections.
4.2.1.7. Access customer support services during normal business hours.
4.2.1.8. Provide different levels of access that will allow full privileges to Collection Development staff to select and order materials; and limited access to public services staff to select materials.
4.2.1.9. View discount schedule for individual titles available at the time of order.
4.2.1.10. Maintain multiple accounts.
4.2.1.11. Recognize duplicate orders.
4.2.1.12. Access International Standard Book Number (ISBN)/Universal Product Code (UPC) look-up to check against Library holdings.
4.2.1.13. View publication demand.

4.2.2. Vendor must provide trial access to its online services for evaluation purposes at no charge to the City.

4.2.3 Vendor must provide Electronic Data Interchange (EDI) ordering and invoicing products compatible with the Millennium Acquisitions module to do the following for all media types:

4.2.3.1 Download brief bibliographic records for selected titles from the vendor's Web site into the Library's Millennium system, using 9xx tags to automatically create order records for each DVD, Blu-ray, music CD and audiobook title. The order records are exported from the Library's Millennium Acquisitions module back to the vendor's File Transfer Protocol (FTP) server to complete the ordering process.

4.2.3.2 Download invoices from the vendor's FTP server into the Millennium Acquisitions module to automatically create an invoice record for each order record.

4.2.4 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 canceled).

4.2.5 Vendor must 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.

4.3 Ordering

4.3.1. The Library will send three types of orders once the contract is awarded:

4.3.1.1. Automatic or standing orders based on plans initiated by Collection Development staff.

4.3.1.2 Firm orders for new titles not falling under the standing order plans initiated by the Collection Development staff.

4.3.1.3 Orders for replacement copies of titles already in the system submitted by Collection Development staff.

4.3.2. The bulk of orders will be for English-language materials with Spanish and other language materials constituting approximately 10% of orders.

4.3.3 Orders are considered canceled if they 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 canceled until 90 days after street release date.

4.3.4. Vendor shall offer standing order plans for each media type.

4.3.5. Vendor shall send materials on standing order plans for the Library to receive materials no later than two days prior to street release date.

4.4 Invoicing

4.4.1. 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 the Texas State Sales and Use Tax. Exemption certificate shall be provided by the City upon request. Vendor shall not include tax on invoices.

4.4.2. Separate invoices for each purchase order are required. Each title listed on the invoice must show the corresponding Millennium order record number.

4.4.3. Vendor shall submit two (2) copies of each invoice with each shipment with the following information on each invoice:

4.4.3.1 Invoice header – invoice number, company name, remittance address, ship-to address, and invoice date and payment terms.

4.4.3.2. For firm orders, Library's purchase order number.

4.4.3.3 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.

4.4.3.4. Separate line items for total cataloging and total processing costs.

4.4.4. Cartons that contain invoices must be marked "Invoice Enclosed."

4.4.5. In the event that an invoice is incorrect, vendor must issue a corrected invoice. The Library cannot make corrections to an invoice.

4.4.6. In the event of an error requiring the Library to receive credit, the vendor shall issue a credit memo in writing.

4.4.7. Vendor must supply monthly statements.

4.5 Shipping and Delivery

4.5.1. Vendor is 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). City may require that some shipments of fully processed materials be delivered directly to branch libraries. The Central Library has a loading dock with a clearance of 13 feet, 4 inches. Delivery trucks must be able to fit under clearance. Deliveries are accepted Monday through Friday (excluding City holidays) from 9 a.m. to 3 p.m.

4.5.2. Vendor must meet the following shipping requirements:

4.5.2.1. Cartons shall not exceed the maximum dimensions accepted by the U.S. Postal Service regardless of the carrier used. Maximum weight of each carton shall not exceed 35 pounds.

4.5.2.2 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.

4.5.2.3 The shipping label on each carton must list the Library's purchase order number/name, weight of the carton and the shipper's tracking number.

4.5.2.4 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.

4.5.3. Under no circumstances should titles provided by the vendor on the standing order plan and firm orders be invoiced and shipped in the same cartons.

4.5.4. Vendor 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 materials out before street release date if that information is not included in the documentation.

4.5.5. 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.

4.5.6. Vendor must 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.

4.6 Returns

4.6.1. Vendor will warrant all items to be new, free from defects in design; materials and workmanship; and to be fit and sufficient for its intended purpose.

4.6.2. Unless otherwise specified, all items will be guaranteed for a minimum period of 180 days against defect 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 vendor shall replace the item free-of-charge to the Library within 30 days of the request.

4.6.3. The Library will notify the vendor when packing errors have occurred and will require vendor to supply correct titles at no additional expense to the Library.

4.6.4. Vendor must 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 must issue a UPS call tag or the equivalent.

4.7 Cataloging

4.7.1. Vendor must provide full Machine Readable Cataloging (MARC) bibliographic and item records for items

acquired. The Library will accept bibliographic records created in accordance with the Anglo-American Cataloging Rules, 2nd edition revised (AACR2) or Resource Description and Access (RDA). In addition, bibliographic records must be in accordance with Library of Congress Subject Headings; *Dewey Decimal Classification*, 23rd edition; MARC21 specifications; and local practices. Item records must be formatted in a MARC 949 field and must include call number, barcode number, location, item type, status and price. The Library will provide complete cataloging specifications upon award of the contract.

4.7.2. Vendor must be able to access the Library's catalog and deliver bibliographic and item records. The Library accepts bibliographic and item records via FTP, Z39.50, email attachments or downloading from the vendor's Web site.

4.7.3. Vendor shall update the Library's holdings in Online Computer Library Center's (OCLC) WorldCat as needed.

4.8 Digital Processing

4.8.1. The vendor must provide digital processing services for DVDs, Blu-ray, music CDs and audiobooks.

4.8.2. The Library will provide the selected vendor with digital processing guidelines and samples of barcodes and other library labels used to process media items.

4.8.3. Vendor shall provide 3M Radio Frequency Identification (RFID) tagging and linking services.

4.8.4. Vendor will provide information on the number of days needed to fully catalog and process in-stock items.

4.9 Opening Day Collection

4.9.1. The vendor must work with Library staff on developing an opening day collection for two (2) or more branches.

4.9.2. Vendor must 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. Vendor must also assign staff as needed to manage the cataloging and processing services.

4.9.3. Vendor must successfully complete its Opening Day Collection work in accordance with the Library's timeline.

4.9.4. Vendor shall send the project manager and other members of the project team to San Antonio Public Library (at Vendor's expense) to set up the Opening Day Collection project.

4.9.5. Vendor must 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.

4.9.6. Vendor must sort and box shelf-ready materials in rough sort shelf order and the boxes must be labeled by media type. The boxes must be stored in a climate-controlled environment until delivery to the Library. Each box must contain a packing list.

4.9.7. Vendor must not allow any mixed shipments of media types.

4.9.8. Vendor must provide a comprehensive selection list of titles already owned by the Library that are still available for purchase. Vendor must provide additional pricing information for any fees incurred when handling special orders.

4.9.9. Vendor must provide monthly project reports for the duration of the project up until three months prior to opening day. Three months prior to opening day the reports must be provided every two weeks. There must be no additional cost for these reports. The following reports will show unabbreviated title, author/artist, publisher and publication date.

4.9.9.1. Titles ordered
4.9.9.2 Titles back ordered

4.9.9.3 Titles invoiced
4.9.9.4 Titles canceled

4.9.10. Vendor must 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 will show expenditures, encumbrances, credits for cancellations and remaining balances for each of the media types.

4.9.11. Vendor must deliver the Opening Day Collection on date specified by the Library. Vendor must remove the boxes from the pallets and place inside the new library in a specified area without additional cost or expense to the Library. Vendor must provide pricing information for additional storage time due to delays in library construction.

4.10 Media Lease Plan

4.10.1. Vendor shall supply a media lease plan. However, the Library does not guarantee that it will purchase a plan during the contract period. If Vendor does not offer a media lease plan, the Library reserves the right to purchase a lease plan from another vendor.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or October 1, 2014 whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed $50,000. This contract shall terminate on September 30, 2015.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for 2 additional 1 year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

Temporary Short Term Extensions.

City shall 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 three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Temporary Contract Pending Award of Contract by City Council

Occasionally, the City has a need for goods or services prior to the date set for the San Antonio City Council to consider a contract for award. If such a situation arises with regard to this solicitation, and if City intends to recommend Vendor's bid to the City Council for award of a contract, City may require Vendor to provide goods or services prior to the date set for City Council to consider the bid for award of a contract. City shall provide Vendor advance written notice if such occasion arises.

In such event, City's written notice shall constitute acceptance of Vendor's bid and shall result in a temporary contract to provide goods and/or services until City Council considers and awards the contract contemplated in this solicitation. The total expenditure under the temporary contract shall not exceed $50,000. The temporary contract shall begin on the date set forth in City's written notice and shall terminate when the total expenditure reaches $50,000, or upon subsequent written notice from City, whichever shall occur sooner. Should City Council authorize award of a contract to Vendor pursuant to this solicitation, said award shall automatically terminate the temporary contract upon the effective date of the newly awarded contract.

During the term of the temporary contract, all goods or services shall be provided in accordance with the terms and conditions contained in this solicitation, with the exception of the Original Contract Term, which is modified as indicated above for the temporary contract.

Acceptance of Vendor's bid for the purposes of award of a temporary contract does not constitute award of the full contract with the Original Contract Term. Such a contract may only be awarded by the San Antonio City Council by passage of an ordinance. Neither does award of a temporary contract obligate City to recommend Vendor's bid for award to the City Council, or guarantee that the City Council will award the contract to Vendor.

Internal / External Catalog.

San Antonio e-Procurement. The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing bid under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

Paper Catalog. If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

Catalog Updates.
If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

Insurance.

Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department – Purchasing Division, which shall be clearly labeled "*Media, Cataloging and Digital Processing Services*" in the Description of Operations block of the Certificate. The 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 a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature 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 Finance Department, Risk Management Division. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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 whereby City may incur increased risk.

A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized 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 f. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. $100,000

Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto 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). Contractor 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. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Finance Department – Purchasing Division
P.O. Box 839966
San Antonio, Texas 78283-3966

Contractor 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 insureds 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;

Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

Provide 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.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor'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.

In addition to any other remedies the City may have upon Contractor'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 Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

It is agreed that Contractor'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.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

Interlocal Participation.

This contract is open to cooperative purchasing by other governmental entities or purchasing cooperatives ("Entity").

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.

Entity purchase orders shall be submitted directly to Vendor by the Entity.

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. City makes no representation or guarantee as to any minimum amount being purchased by Entity, 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.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – Part One – Respondent Questionnaire
Attachment A – Part Two – Experience, Background and Qualifications
Attachment A – Part Three – Proposed Plan
Attachment B – Pricing Schedule
Attachment C – Contracts Disclosure Form
Attachment D – Litigation Disclosure Form
Attachment E – VOSBPP Tracking Form
Attachment F – Signature Page
Attachment G – Non-Discrimination Ordinance Language
Attachment H – Supplemental Information Related to State of Texas Conflict of Interest Requirement
Attachment I – Proposal Checklist

006 - GENERAL TERMS & CONDITIONS

Electronic Proposal Equals Original. If Vendor is submitting an electronic proposal, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFCSP or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by the City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, the City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by the City as a result thereof. In addition, Vendor may be removed from the City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. 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. 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.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Warranty. A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFCSP, unless otherwise specified in the Specifications/Scope of Services section of this RFCSP. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT 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.

Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are

based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date the City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date the City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between the City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director, provided that such change orders:

- are made in writing, signed by the Director;
- do not involve an increase or decrease in contract price of more than $50,000; and
- sufficient funds have already been allocated by City or are available to the Director to cover any increase in contract price.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may, however, be made by the Director.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, the City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. 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.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. 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 Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers 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 CONTRACTOR' activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR 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.

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 person or entity. CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR' activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

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 the 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 ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic.

Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period

established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version together with its authorizing ordinance and its price schedule(s), attachments, purchase orders, and exhibits, if any, and Respondent's proposal, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. City's solicitation documents shall control over Respondent's proposal in the event of a conflict. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - STANDARD DEFINITION

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Bid – a request for competitive sealed proposal in which the City will award the entire contract to one respondent only.

Alternate Proposal - two or more proposals with substantive variations in the item or service offered from the same respondent in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Change Order - a change to the plans or specifications of the contract, or an increase or decrease in the quantity of work to be performed or of materials, equipment, or supplies to be furnished, issued by the Director after the proposal has been accepted by the City.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contract - the binding legal agreement between the City and Vendor.

Contractor - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Director – the Director of City's Purchasing & General Services Department, or Director's designee.

Equal or Equivalent - terms to indicate that similar products or other brands may be acceptable for purchase if specifications and functional requirements are met.

Line Item - a listing of items in a proposal for which a respondent is expected to provide separate pricing.

Non-Responsive Proposal - a proposal or offer that does not comply with the terms and conditions, or specifications and/or requirements of the RFCSP.

Offer - a complete, signed response to an RFCSP that, if accepted, would bind Respondent to perform the resultant contract. The term "offer" is synonymous with the terms "bid" and "proposal".

Payment Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by the City, held in order to allow respondents to ask questions about the proposed contract and particularly, the contract specifications.

Proposal - a complete, signed response to a solicitation. The term "proposal" is synonymous with the terms "offer" and "bid".

Proposal Bond or Proposal Guarantee - security to ensure that Respondent (a) will not withdraw the proposal within the period specified for acceptance, and (b) will furnish any required bonds or performance guarantees, and any necessary insurance within the time specified in the solicitation.

Proposal Opening - a public meeting during which proposal responses are opened and the names of respondents are read aloud.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on the City's standard purchase order form, and which is Vendor's authority to deliver to and invoice the City for the goods or services specified in a RFCSP for the price stated in Vendor's proposal.

Request for Competitive sealed Proposal (RFCSP) – a solicitation for a specified good or a service, evaluated on the basis of price and other factors.

Respondent - a person, firm or entity that submits a proposal in response to a solicitation. The respondent whose proposal is accepted by City may also be referred to herein as Contractor, Vendor or Supplier. The term "respondent" is synonymous with the term "bidder".

Responsible Offeror - a respondent who is known to have the necessary competence and qualifications to perform and provide all requirements of an intended contract.

Responsive Offeror - a respondent who tenders a proposal which meets all requirements of the RFCSP and is a responsible offeror.

Sealed Proposal - a proposal submitted as a sealed document, whether hard copy or electronic, by a prescribed time to the location indicated in the RFCSP. The contents of the proposal will not be made public prior to the award of the contract.

Specifications - a description of what the City requires and what the respondent must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the Vendor's obligations under the contract with City.

Supplier - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Vendor - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Waiver of Irregularity - noting, but disregarding an immaterial variance within a proposal.

008 - ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

RESPONDENT QUESTIONNAIRE

1. **Respondent Information:** Provide the following information regarding the Respondent.
(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No._____ Fax No:_____

Website address:_____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

Business Structure: Check the box that indicates the business structure of the Respondent.

___Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
___ Partnership
___Corporation If checked, check one: ___For-Profit ___ Nonprofit
Also, check one: ___Domestic ___Foreign
___Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____
Job Title: _____

(NOTE: This RFCSP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

_____
_____
_____

Provide address of office from which this project would be managed:
City: _____ State: _____ Zip Code: _____

Telephone No._____ Fax No: _____

Annual Revenue: $_____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

_____

_____

_____

List Related Companies:

_____

_____

_____

2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ___ No ___

4. Is Respondent authorized and/or licensed to do business in Texas?

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

_____

_____

5. Where is the Respondent's corporate headquarters located? _____

6. **Local/County Operation**: Does the Respondent have an office located in San Antonio, Texas?

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

a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months_____

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

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ___ No ___ If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months_____

d. State the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information**: Has the Respondent 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.

_____

_____

8. **Surety Information**: Has the Respondent 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.

_____

_____

9. **Bankruptcy Information**: Has the Respondent 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.

_____

_____

10. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

_____

_____

11. **Previous Contracts:**

a. Has the Respondent ever failed to complete any contract awarded?

Yes ___ No ___ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

_____

_____

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?
Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

_____

_____

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

_____

_____

REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

_____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

_____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

_____

RFCSP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items.

1. Bidder must have a permanent place of business from which library materials and services are sold; be in business for a minimum of five (5) years; and employ a sufficient number of qualified personnel to ensure that the company can perform in accordance with all outlined requirements. In lieu of five years of business, a bidder may be considered if the company provides documentation of previous relevant experience or provision of three (3) references from current accounts of a similar size to the Library. However, in no event will less than three (3) years' experience be considered.

   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 A, Part 2, 1.1.

2. Bidder must designate one customer service representative at the company's office to serve as the company's representative who will 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 during normal business hours.

   Identify the designated customer services representative, contact information and qualifications. Provide normal business hours and days including the holiday schedule. Provide this information with your bid response as Attachment A, Part 2, 2.1 .

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

   Identify the designated cataloging and processing managers, contact information and qualifications. Provide this information with your bid response as Attachment A, Part 2, 3.1

4. Bidder must identify large urban multi-branch 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 (3) references for large urban public libraries with multiple branches for which the bidder has provided materials and services.

   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 the library's name; the printed name of the contact person employed by the library; phone number; and email address. Provide this information with your bid response as Attachment A, Part 2, 4.1.

RFCSP ATTACHMENT A, PART THREE

PROPOSED PLAN

If bidder has, or anticipates having, additional format(s) that are not listed in this competitive sealed bid proposal, describe the format and discount information in the RFCSP, Attachment B, Pricing Schedule.

Plan of Services

Please refer to Section 004 – Specifications / Scope of Services for requirements.

1. Inventory and Speed of Delivery

Attachment A, Part 3, 1: Confirm that your company's services will meet the qualifications as stated in 4.1.1-3. A simple statement that you meet these qualifications will be insufficient. You must provide appropriate documentation demonstrating your ability to meet these qualifications.

2. Online Services

Attachment A, Part 3, 2.1: Describe the online services that you offer that were described in 4.2.1-13 and 4.2.2.. Describe the number of staff logons that will be provided at no cost to SAPL staff and the maximum number of logons that are available.

Attachment A, Part 3, 2.2: Provide trial access to your online services with your bid response as described in 4.2.2. Provide the URL, log on and password that will allow staff to evaluate for a period not to exceed two weeks. Contact name and telephone number must be provided to City personnel

Attachment A, Part 3, 2.3: Describe how your electronic ordering and invoicing products interface with the Millennium acquisitions module for all media types (DVD, Blu-ray, music CD, and audiobook) as described in 4.2.3.1-2.

Attachment A, Part 3, 2.4: Describe how order acknowledgements are delivered to the Library and the online services that will be made available to the City as described in 4.2.4. -

Attachment A, Part 3, 2.5 Describe how you provide ongoing support for online services as described in 4.2.5.

3. Ordering

Attachment, A, Part 3, 3.1 Describe all Spanish-language publishers and/or distributors that bidder supplies materials for purchase from as described in 4.3.2. Include any applicable discounts.

Attachment A, Part 3, 3.2 Describe standing order services for each media type as described in 4.3.4.

4. Invoicing

Attachment A, Part 3, 4.1 Describe how your company will comply with invoicing requirements as described in 4.4.4.1-4 and submit a sample of an invoice that meets the defined criteria.

Attachment A, Part 3, 4.2 Describe the process to issue a corrected invoice and a credit memo as described in 4.4.5. and 4.4.6. Submit a sample of a credit memo.

Attachment A, Part 3, 4.3 Describe bidder's process for issuing monthly statements and information provided as described in 4.4.8. Submit a sample of a monthly statement.

5. Shipping and Delivery

Attachment A, Part 3, 5.1 Describe bidder's shipping process and submit a sample of a packing list/slip that meets the above requirements as described in 4.5.2.1-4 and 4.5.6.

6. Returns

Attachment A, Part 3, 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 unsatisfactory shipments will be corrected as described in 4.6.1-4.

7. Cataloging

Attachment A, Part 3, 7.1 Bidder must describe how it meets cataloging requirements as described in 4.7.1.

Attachment A, Part 3, 7.2 Describe bidder's preferred method for accessing the Library's catalog and/or delivering bibliographic and item records as described in 4.7.2.

Attachment A, Part 3, 7.3 Describe how bidder will update Library's holdings in OCLC's WorldCat as described in 4.7.3.

8. Digital Processing

Attachment A, Part 3, 8.1 Provide a description of digital processing services for DVDs, Blu-ray, music CDs and audiobooks as described in 4.8.1-2.

Attachment A, Part 3, 8.2 Provide a description of 3M RFID tagging and linking services as described in 4.8.3.

Attachment A, Part 3, 8.3 Provide the number of days to fully catalog and process in-stock items as described in 4.8.4.

9. Opening Day Collection

Attachment A, Part 3, 9.1 Bidder will provide information on the project manager and team members as described in 4.9.2. Provide qualifications and statements of work on similar projects of the intended project manager(s). Describe bidder's staff that will compose the project team including their qualifications and statement of work history on similar projects.

Attachment A, Part 3, 9.2 Bidder will describe a proposed timeline that highlights completed project segments for an opening day collection as described in 4.9.3. This timeline will indicate time as number of months, weeks and/or days before an unspecified opening date.

Attachment A, Part 3, 9.3 Bidder will provide a sample of invoices for an opening day collection described in 4.9.5.

Attachment A, Part 3, 9.4 Provide a sample of the reports as described in 4.9.9.1-4.

Attachment A, Part 3, 9.5 Provide a sample of the reports as described in 4.9.10.

Attachment A, Part 3, 9.6 Provide pricing information for additional storage time and fees for special orders as described in 4.9.11.

10. Media Lease Plan

- Attachment A, Part 3, 10.1: Specify if bidder offers a media lease program as described in 4.10.1. If so, provide a description of the program including the following: types of plans available including plan size and cost; additional costs for partial processing; management of leased collection – selection of titles, returns, monthly quotas, purchase of leased titles, types of management reports with samples; and replacement of lost or damaged items.

RFCSP ATTACHMENT B

PRICING SCHEDULE

ITEM 1. Media Materials

	DESCRIPTION	Vendor's Discount from Publisher's List Price
1.A	DVD, non-feature film Estimated Annual Quantities-: 37,180	
1.B	DVD, feature film Estimated Annual Quantities: 118,680	
1.C	Blu-Ray, non-feature Estimated Annual Quantities: 5,222	
1.D	Blu-Ray, feature Estimated Annual Quantities: 12,180	
1.E	Music CD Estimated Annual Quantities : 68,000	
1.F	Audiobooks CD, abridged Estimated Annual Quantities: 1,622	
1.G	Audiobooks CD, unabridged Estimated Annual Quantities: 30,180	
1.H	Book/CD Read-Along CD kit Estimated Items: TBD	
1.I	Other – if a format is not on list, describe the format and enter the discount amount.	

ITEM 2: Cataloging and Processing:

	Description	Unit price for bibliographic records	Unit price for item records	Per item cost for Digital (full) processing
2.A	DVD, non-feature			
2.B	DVD, feature			
2.C	Blu-Ray, non-feature			
2.D	Blu-Ray, feature			
2.E	Music CD			
2.F	Spoken word CD, abridged			
2.G	Spoken word CD, unabridged			
2.H	Book/CD Read-Along CD kit			
2.I	Other – if a format is not on list, describe the format and enter the discount amount and cataloging/ Processing costs			

ITEM 3: Media Lease Plan

	Media Type	Size of Plan	Plan Cost	Shelf Ready Cost	Other Cost
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

RFCSP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at

https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFCSP ATTACHMENT D

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.

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 ___

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 ___

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.

RFCSP ATTACHMENT E

VOSBPP TRACKING FORM

Posted as a separate document.

RFCSP ATTACHMENT F

SIGNATURE PAGE

By submitting a proposal, whether electronically or by paper, Respondent represents that:

(s)he is authorized to bind Respondent to fully comply with the terms and conditions of City's Request for Competitive Sealed Proposals for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Respondent is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Information
Please Print or Type
Vendor ID No.

Signer's Name _____

Name of Business _____

Street Address _____

City, State, Zip Code _____

Email Address _____

Telephone No. _____

Fax No. _____

City's Solicitation No. _____

_____
Signature of Person Authorized to Sign Proposal

ATTACHMENT G

NON-DISCRIMINATION ORDINANCE LANGUAGE

Non-discrimination. As a party to this contract, Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

ATTACHMENT H

SUPPLEMENTAL INFORMATION RELATED TO STATE OF TEXAS CONFLICT OF INTEREST REQUIREMENT

The Instructions to Bidders section of this document provides information pertaining to a requirement to file the State of Texas Conflict of Interest Questionnaire (Form CIQ) required by Chapter 176 of the Texas Local Government Code. The Form CIQ is available from the Texas Ethics Commission at:

http://www.ethics.state.tx.us/forms/CIQ.pdf

In addition, please complete the City's Addendum to the Form CIQ (Form CIQ-A) and submit it with the Form CIQ to the Office of the City Clerk. The City's Addendum to the Form CIQ can be found at:

http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf

RFCSP ATTACHMENT I

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
Respondent Questionnaire RFCSP Attachment A, Part One	
Experience, Background & Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Pricing Schedule RFCSP Attachment B	
*Contracts Disclosure form RFCSP Attachment C	
Litigation Disclosure RFCSP Attachment D	
*VOSBPP Tracking Form RFCSP Attachment E	
Financial Information	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
*Signature Page (only required for a hard copy submission) RFCSP Attachment F	
Proposal Checklist RFCSP Attachment I	
One (1) Original, 7 copies and one (1) CD of entire proposal in PDF format if submitting in hard copy.	

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

RFCSP ATTACHMENT B

PRICING SCHEDULE

ITEM 1. Media Materials

	DESCRIPTION	Vendor's Discount from Publisher's List Price
1.A	DVD, non-feature film Estimated Annual Quantities-: 37,180	30%
1.B	DVD, feature film Estimated Annual Quantities: 118,680	30%
1.C	Blu-Ray, non-feature Estimated Annual Quantities: 5,222	25%
1.D	Blu-Ray, feature Estimated Annual Quantities: 12,180	25%
1.E	Music CD Estimated Annual Quantities : 68,000	25%*
1.F	Audiobooks CD, abridged Estimated Annual Quantities: 1,622	Sold at Retail Price-packaged into SoundSafe case, at no additional charge.
1.G	Audiobooks CD, unabridged Estimated Annual Quantities: 30,180	Sold at Retail Price-packaged into SoundSafe case at no additional charge.
1.H	Book/CD Read-Along CD kit Estimated Items: TBD	Format not applicable to Midwest Tape.
1.I	Other – if a format is not on list, describe the format and enter the discount amount.	Playaways - 20%

ITEM 2: Cataloging and Processing:

	Description	Unit price for bibliographic records	Unit price for item records	Per item cost for Digital (full) processing
2.A	DVD, non-feature	$1.20Full OCLC MARC/title	$ .25/tag	$2.90* Single & DBL disc titles.
2.B	DVD, feature	$1.20Full OCLC MARC/title	$ .25/tag	$2.90* Single & DBL disc titles
2.C	Blu-Ray, non-feature	$1.20Full OCLC MARC/title	$ .25/tag	$2.90* Single & DBL disc titles
2.D	Blu-Ray, feature	$1.20Full OCLC MARC/title	$ .25/tag	$2.90* Single & DBL disc titles
2.E	Music CD	$1.20Full OCLC MARC/title	$ .25/tag	$2.90* Single & DBL disc titles
2.F	Spoken word CD, abridged	$1.20Full OCLC MARC/title	$ .25/tag	$2.90*
2.G	Spoken word CD, unabridged	$1.20Full OCLC MARC/title	$ .25/tag	$2.90*
2.H	Book/CD Read-Along CD kit	N/A to MWT	N/A to MWT	N/A to MWT
2.I	Other – if a format is not on list, describe the format and enter the discount amount and cataloging/ Processing costs PLAYAWAYS	$1.20Full OCLC MARC/title	$ .25/tag	$2.90

ITEM 3: Media Lease Plan - Not applicable to Midwest Tape.

	Media Type	Size of Plan	Plan Cost	Shelf Ready Cost	Other Cost
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

MIDWEST TAPE
LIBRARIANS' MEDIA SOURCE

RFCSP ATTACHMENT B – PRICING SCHEDULE

RE: Clarification of information provided.

Midwest Tape would like to clarify two points made on our Pricing Schedule:

Music CDs –Most of SAPL's Music purchases will be at the 25% discount level with the exception that Universal Music is discount at 10%.

Processing charges – At this time, SAPL does not require Midwest Tape to supply, apply and activate any RFID tag system. We can provide this service at an additional $1.00 per item should they begin this service with us.

Sincerely,

Jeff Jankowski, Vice President
Midwest Tape, LLC

RFCSP ATTACHMENT F

SIGNATURE PAGE

By submitting a proposal, whether electronically or by paper, Respondent represents that:

(s)he is authorized to bind Respondent to fully comply with the terms and conditions of City's Request for Competitive Sealed Proposals for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Respondent is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Information
Please Print or Type

Vendor ID No.	Federal ID 37-1499686; Vendor ID (COSA Purchasing Div.) 1016219
Signer's Name	Jeff Jankowski
Name of Business	Midwest Tape, LLC
Street Address	6950 Hall Street
City, State, Zip Code	Holland, Ohio 43528
Email Address	jjankowski@midwesttapes.com
Telephone No.	800-875-2785
Fax No.	800-444-6645
City's Solicitation No.	RFCSP 14-045, 610000444 - Annual Contract for Media, Cataloging and Digital Processing Services.

Signature of Person Authorized to Sign Proposal

City of San Antonio

ADDENDUM I

SUBJECT: **Annual Contract for Media, Cataloging and Digital Processing Services - Request for Competitive Sealed Proposals, (RFCSP 6100004444), Scheduled to Open: June 20, 2014; Date of Issue: May 16, 2014**

FROM: Paul J. Calapa, Procurement Administrator

DATE: June 3, 2014

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSALS

THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY AMENDED AS FOLLOWS:

1. ADD: HIGH PROFILE LANGUAGE: –

This solicitation has been identified as High-Profile.

Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts. Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded ("black out" period):

1 legal signatory of a high-profile contract;

2 any individual seeking a high-profile contract;

3 any owner or officer of an entity seeking a high-profile contract;

4 the spouse of any of these individuals;

5 any attorney, lobbyist or consultant retained to assist in seeking contract.

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the "black out" period.

Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

Date _____

Company Name _____

Address _____

City/State/Zip Code _____

_____

Signature

City of San Antonio

ADDENDUM II

SUBJECT: **Annual Contract for Media, Cataloging and Digital Processing Services - Request for Competitive Sealed Proposals, (RFCSP 6100004444), Scheduled to Open: June 20, 2014; Date of Issue: May 16, 2014**

FROM: Paul J. Calapa, Procurement Administrator

DATE: June 10, 2014

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSALS

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, RESTRICTIONS OF COMMUNICATION:

Below is a list of questions that were asked in accordance with Section 003, Restrictions on Communication. The City's official response to questions asked is as follows:

Question 1: Is this proposal/contract required to adhere to the catalog pricing requirements described on page 3-4 under "Catalog Pricing" and further described on pages 16-17 under "Internal/External Catalog"? We would like to formally request that these requirements be waived due to the size and data included in our proprietary title database.

Response: The City requires the ability to verify pricing and discounts offered through this contract. Respondents may grant access to databases to satisfy this requirement.

Question 2: Will the library please provide the complete cataloging specifications?

Response: Page 14, Section 4.7.1 states: "The Library shall provide complete cataloging specifications upon award of the contract."

Question 3: Does the library use the same 3M RFID tags for av materials that they currently use for book materials? If not, will you please specify the specific 3M RFID tag you require for AV materials?

Response: The Library uses 3M ISO tags for print materials and for media cases. The Library may use either 3M Stingray tags or 3M HUB RFID tags for DVDs, audiobooks and music CDs.

Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

Pc/rg

* = Required fields

City of San Antonio
Contracts Disclosure Form

Office of the City Clerk

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 2-59 through 2-61 of the City's Ethics Code.

*This is a ◉ New Submission or ◯ Correction or ◯ Update to previous submission.

***1. Name of person submitting this disclosure form.**

First: Adam M.I. _____ Last: Shoesler Suffix: _____

***2. Contract information.**

a) Contract or project name: RFCSP 14-045, 6100004444 Annual Contract for Media, Cataloging and Digital Processing Ser.

b) Originating department: Library

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

Midwest Tape, LLC

***4. List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.**

☑ Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.

☐ Names of partner, parent, joint venture or subsidiary entities, and all the board members, executive committee members, and officers of each entity:

***5. List any individuals or entities that will be subcontractors on this contract.**

☑ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors, including the name of the owner(s), and business name:

***6. List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.**

☑ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

* = Required fields

City of San Antonio
Contracts Disclosure Form

Office of the City Clerk

***7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

a) any individual seeking contract with the city (Question 3)
b) any owner or officer of entity seeking contract with the city (Question 3)
c) any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
e) the spouse of any individual listed in response to (a) through (d) above
f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☑ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ List of contributions:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under Section 2-309 of the Municipal Campaign Finance Code, the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

a) Legal signatory of a high-profile contract
b) Any individual seeking a high-profile contract
c) Any owner or officer of an entity seeking a high-profile contract
d) The spouse of any of individual listed in response to (a) through (c) above
e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract

Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☑ I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest:

* = Required fields

City of San Antonio
Contracts Disclosure Form

Office of the City Clerk

***9. Prohibited Interest in Contracts**

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

☑ No

☐ Yes

Notice Regarding Prohibited Interest in Contracts

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see Section 141 of the City Charter and Section 2-52 of the City Ethics Code (Prohibited Interests in Contracts) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see Section 2-58 of the City Ethics Code (Prohibited Interest in Discretionary Contracts) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940.

Acknowledgements

***1. Updates Required**

☑ I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale,or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

***2. No Contact with City Officials or Staff during Contract Evaluation**

☑ I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2-61 of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

* = Required fields

City of San Antonio
Contracts Disclosure Form

Office of the City Clerk

***3. Contribution Prohibitions for "High-Profile" Contracts**

○ This is not a high-profile contract.

◉ This is a high-profile contract.

☑ I acknowledge that this contract has been designated as a high-profile contract by the city. I further acknowledge that the following individuals are prohibited from making campaign or officeholder contributions to members of City Council, candidates for City Council, or political action committees that make contributions to City Council elections from the 10th business day after the solicitation has been released until 30 calendar days after the contract has been awarded: legal signatory to contract individual(s) seeking the contract, owner or officer of an entity seeking the contract, the spouse of any of these individuals, and any attorney, lobbyist, or consultant retained to assist in seeking the contract.

☑ I warrant that no contributions have been made by these individuals in violation of Section 2-309 of the Municipal Campaign Finance Code.

***4. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

☑ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☑ I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Adam Schoesler Adam Schoesler **Title:** Controller

Company Name or DBA: Midwest Tape, LLC **Date:** 06/16/2014

Please fill this form out online, print completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, send to:
Purchasing
P.O. Box 839966
San Antonio, Texas 78283-3966

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

Authority. The City of San Antonio Veteran-Owned Small Business Preference Program Ordinance 2013-12-05-0864 adopted a veteran-owned small business preference program for specific contracting categories for solicitations issued after January 15, 2014.

Tracking. This solicitation is not eligible for a preference based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

Certification. The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Definitions. The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.

- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT IT WITH YOUR BID/PROPOSAL.

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: Annual Contract for Media, Cataloging and Digital Processing Services; RFCSP 14-045, 6100004444

Name of Respondent: Midwest Tape, LLC		
Physical Address: 6950 Hall Street		
City, State, Zip Code: Holland, Ohio 43528		
Phone Number: 800-875-2785		
Email Address: jjankowski@midwesttapes.com		
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of **SUBCONTRACTOR** Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is **SUBCONTRACTOR** certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is **SUBCONTRACTOR** certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified **SUBCONTRACTOR** as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on Veteran-Owned Small Business Program Tracking Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Program Tracking Form may be investigated and I hereby give my full permission for any such investigation. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

BIDDER/RESPONDENT'S FULL NAME:

Jeff Jankowski
(Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

Vice President, Midwest Tape, LLC
Title

6/16/14
Date

This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.