



ADDENDUM I

SUBJECT: Print Materials, Cataloging and Processing Services, (RFCSP 24-047, 6100017627)
Scheduled to Close: March 1, 2024; Date of Issue: January 16, 2024

FROM: Jessie Hinojosa
Procurement Manager

DATE: January 26, 2024

**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. Change: Pre-Submittal Conference

Pre-Submittal Conference: The conference will be held at 3:30 p.m. Central Time, on January 29, 2024. Attendance at the Pre-Submittal Conference is optional but highly encouraged. The conference will be held via WebEx.

Respondents may call the toll-free number listed below and enter access code to participate the day of the conference.

Toll Free Number: 1-415-655-0001

Meeting number (access code): 2631 753 8160

Meeting password: COSA

Staff Contact Person: Valeri Jasso, Procurement Specialist III, valeri.jasso@sanantonio.gov

2. Change: Deadline for Questions

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **4:00 p.m., Central Time, on January 31, 2024**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail. Questions submitted and the City's responses will be posted with this solicitation.

Jessie Hinojosa
Procurement Manager
Finance Department - Procurement Division



ADDENDUM II

SUBJECT: Print Materials, Cataloging and Processing Services, (RFCSP 24-047, 6100017627)
Scheduled to Close: March 1, 2024; Date of Issue: January 16, 2024

FROM: Denise Gómez-Esquivel, C.P.M., CPPB
Procurement Administrator

DATE: February 5, 2024

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

**QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, INSTRUCTIONS FOR
RESPONDENTS, PART A, PRE-SUBMITTAL CONFERENCE:**

Question 1: Is agreeing to “Interlocal Participation” a requirement? Reference Page 9.

Response: No. Interlocal Participation is subject to Respondent’s acceptance and would require Respondent’s signature on a rider. In addition, Respondent’s decision on whether to allow other Entities to use the proposal shall not be a factor in awarding this RFCSP.

Question 2: Section 4.9.8: Could you please clarify what is meant by “Vendor shall provide additional pricing information for any fees incurred when handling special orders.” Does this refer to rush shipping?

Response: That is in the Opening Day Collection (ODC) portion, so that refers to any charges/fees for performing any service that is not covered in the ODC agreement. For example, if we request for additional cart to be built for ordering of the ODC there would be an additional fee for that service. It would not involve RUSH shipping.

Question 3: Section 4.11.1: What are the requirements of the Reading Incentive Purchasing Program in section? Is this a requirement?

Response: Incentive program is not required, but highly desirable.

Question 4: Is the 5-year pricing fixed?

Response: Yes.

Question 5: Are there page count restrictions for any of the requested sections.

Response: No.

Question 6: On the Price Schedule (attachment B), under item #5, it reads “Contractor shall provide the City with a 24-hour contact phone number:” Also, on Attachment A, Part 2, #2, it states “Identify the designated customer services representative, contact information and qualifications.” #3 states “Identify the designated cataloging and processing managers, contact information and qualifications.” Would it be acceptable to cite privacy laws in our response for these sections and state that all names and phone numbers will be provided upon award, or will not including these in our response result in being disqualified?

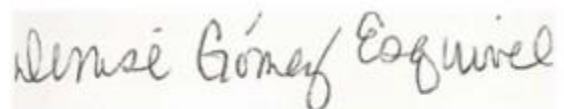
Response: See Section 003 – Instructions for Respondents, Evaluation Criteria. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Although not providing this particular information at this time will not disqualify respondent, any information respondents choose not to provide may impact the evaluation and scoring of their proposal. See also Section 003 – Instructions for Respondents, Confidential or Proprietary Information.

Question 7: Under “Submission Requirements,” Part B, page 14: Would an Endorsement letter suffice for the letter from the insurance provider?

Response: Yes.

Question 8: On the Price Schedule, under Item 2, can you please clarify San Antonio’s definitions and distinctions between “bibliographic records” and “item records”?

Response: Section 4.7.1 spells out what is included in the bibliographic and item records. The bibliographic record contains the metadata that identifies and describes the resource. The item record describes a specific copy of the resource, including information such as the item call number, item barcode, item type, branch location, collection code, price, etc. In vendor-provided records, item-specific information must be encoded in MARC 949 tags.



Denise Gómez-Esquivel, C.P.M., CPPB
Procurement Administrator
Finance Department – Procurement Division



ADDENDUM III

SUBJECT: Print Materials, Cataloging and Processing Services, (RFCSP 24-047, 6100017627)
Scheduled to Close: March 1, 2024; Date of Issue: January 16, 2024

FROM: Jessie Hinojosa
Procurement Manager

DATE: February 15, 2024

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

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, INSTRUCTIONS FOR RESPONDENTS, PART A, RESTRICTIONS ON COMMUNICATION:

Question 1: In Section 4.2, Online Services, Item 4.2.3 (page 17) it states the Library uses the Symphony Acquisitions module. On Attachment A, Part 3, Item 2.3, it states the Library uses the Millennium Acquisitions module. Can you please clarify?

Response: This was an oversight on our end; Millenium was our previous ILS, but we currently use the Symphony Acquisitions module.

Question 2: Is the City's Ready to Work program a requirement of the awarded contract and/or does participating in the program play a factor in the award of the contract?

Response: It is not a requirement. Your response will be considered in the scoring of the Proposed Plan section.

Question 3: If the Library purchases a lease plan, will the material be cataloged as outlined in 4.7 (page 20) and fully processed as outlined in 4.8.1 (page 21)? If not, what will be required by the Library?

Response: The Library is just needing to know if the vendor offers a lease program. We handle the majority of cataloging and processing internally.

Question 4: Section 005 requests the vendor to provide information for a Punch Out Cataloging hosted on the City's internal site. The Library places orders and receives confirmation data (along with brief title record data) via direct interface with our systems. Use of a

City internal catalog site would prevent this flow of information. Rather than a Punch Out Catalog solution, would the City accept access to our online catalog of material?

Response: Yes.



Jessie Hinojosa
Procurement Manager
Finance Department – Procurement Division



ADDENDUM IV

SUBJECT: Request for Competitive Sealed Proposals – Print Materials, Cataloging and Processing Services, (RFCSP 24-047; RFx 6100017627), Scheduled to Close: Friday, March 1, 2024; Date of Issue: Tuesday, January 16, 2024

FROM: Jessie Hinojosa
Procurement Manager

DATE: February 29, 2024

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

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

1. **Change:** Proposal due date is hereby extended to **Tuesday, March 5, 2024, 11:00 a.m., Central Time.**

A handwritten signature in black ink, appearing to be "J. Hinojosa".

Jessie Hinojosa
Procurement Manager
Finance Department - Procurement Division



CITY OF SAN ANTONIO
FINANCE DEPARTMENT, PROCUREMENT DIVISION

REQUEST FOR COMPETITIVE SEALED PROPOSALS ("RFCSP")
NO.: **6100017627; 24-047**

ANNUAL CONTRACT FOR PRINT MATERIALS, CATALOGING AND PROCESSING SERVICES

DATE ISSUED: JANUARY 16, 2024

PROPOSALS MUST BE RECEIVED **NO LATER THAN:**
11 A.M., CENTRAL TIME, MARCH 5, 2024

Proposals may be submitted by the following means:
Electronic submission through the portal.

Response submissions will only be accepted electronically

Proposal Due Date: 11:00 a.m., Central Time, March 5, 2024

RFCSP No.: 6100017627; 24-047

Proposal Bond:	Performance Bond:	Payment Bond:	Other: No
No	No	No	

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: None DBE / ACDBE Requirements: None

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

Pre-Proposal Conference * Yes

Pre-Submittal Conference will be held at 3:30 p.m., Central Time, on January 29, 2024, via WebEx. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

Respondents may call the toll-free number listed below and enter access code to participate the day of the conference.

Dial-In Number: 1-415-655-0001 | **Access Code:** 2631 753 8160 | **Meeting Password:** COSA

Join from the meeting link:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=mf6b78973f4a3a2f87a0a6230bc039bdc>

Staff Contact Person:

Valeri Jasso, Procurement Specialist III, P.O. Box 839966, San Antonio, TX 78283-3966.

Email: VALERI.JASSO@SANANTONIO.GOV

SBEDA Contact Information: 210-207-3592, SBEDADOCS@SANANTONIO.GOV

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

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 beginning on the *10th business day after a contract solicitation has been released through the 30th calendar day following the approval by City Council (“blackout” period):

- (1) Any individual seeking a high-profile contract;
- (2) Any owner, officer, officer of board, and executive committee member of an entity seeking a high-profile contract, excluding board officers and executive committee members of 501 (c)(3), 501(c)(4) and 501 (c)(6) non-profit organizations not created or controlled by the City whose board service is done strictly as a volunteer with no financial compensation and no economic gain from the non-profit entity;
- (3) The legal signatory of the high-profile contract;
- (4) Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
- (5) Subcontractors hired or retained to provide services under the high-profile contract; and
- (6) Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection.

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

****For this solicitation, the first day contributions are prohibited is January 30, 2024. The first day contributions may be made is the 31st day after the contract is approved at a City Council “A” Session.***

RESTRICTIONS ON COMMUNICATIONS

In accordance with Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an “A” session; and 2) City employees from the time the RFCSP has been released until the contract is approved at a City Council “A” session.

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.

For additional information, see the section of this RFCSP entitled “Restrictions on Communication”.

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS	4
003 - INSTRUCTIONS FOR RESPONDENTS	5
004 - SPECIFICATIONS / SCOPE OF SERVICES	16
005 - SUPPLEMENTAL TERMS & CONDITIONS	23
006 - GENERAL TERMS & CONDITIONS	29
007 - SIGNATURE PAGE	38
008 - STANDARD DEFINITION	39
009 - ATTACHMENTS	41

003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals. Respondents must submit proposals electronically.

Submission of Electronic Proposals. Submit one (1) **COMPLETE** 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.

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. 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.

Forms Requiring Signatures.

Signature Page. Respondent's electronic submission constitutes a binding signature for all purposes.

All Other Documents. All other forms in this solicitation which require a signature must have a signature affixed thereto by manually signing the document prior to scanning it and uploading it with your submission.

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.

Vendor Registration. Respondent is required to register as a vendor with the City prior to the due date for submission of proposals. Respondent may register at the following site: <https://www.sa.gov/Directory/Departments/Finance/About/Divisions/Procurement/Become-a-Vendor>. 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.

Electronic Alternate Proposals Submitted Through the Portal. 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.

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 in any of the following

formats: paper copy, flash drive, or CD ROM. Catalogs shall be mailed to the Finance Department, Procurement Division, P.O. Box 839966, San Antonio, TX 78283-3966 prior to bid opening. Bidder shall submit a 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. These price lists are subject to approval of City's Finance 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.

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFCSP has been released until the contract is approved at a City Council "A" session.

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 on the Cover Page until, **4:00 p.m., Central Time, on January 31, 2024**. 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.

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.

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or

completion of the SBEDA form(s), if any. The point of contact is identified on the Cover Page. This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

Respondents may contact the Vendor Support staff at (210) 207-0118 or by email at vendors@sanantonio.gov for assistance with vendor registration and submitting electronic proposals.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm, anticipated City Council agenda date, and a review of the solicitation process.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it 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. Pre-Submittal Conference participation is optional, but highly encouraged.

Call the Staff Contact Person for information 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. Websites or URLs shall not be submitted in lieu of the electronic submission through City's portal. **ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFCSP Section 003, Part B, Submission Requirements, and each section and attachment must be indexed in a Table of Contents page. For electronic submissions, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal 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. Scoring of pricing for proposals is 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. City reserves the right to delete line items prior to award.

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 seven (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.

Respondent’s Due Diligence.

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. Proposals submitted electronically may be withdrawn electronically.

Proposal Opening. The names of the respondents will be publicly read aloud online through WebEx at 2:30 p.m. CT on the day the proposals are due. In accordance with state law, the contents will not be revealed until after the contract is awarded.

Join by phone: 1-415-655-0001
Meeting number (access code): 2630 003 5297

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 evaluate pricing 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. City shall not be liable for any costs, claims, fees, expenses, damages, or lost profits if no Purchase Order is issued. 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 City 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 ten (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 2% 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 the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §§ 2-42 and 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. 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:

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a bid, Bidder warrants and certifies, and a contract awarded pursuant to this RFCSP is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

Unfair Advancement of Private Interests. Pricing and discounts contained in this contract are for use by City departments conducting City business. City employees may not use their positions to obtain special treatment or prices that are not available to the general public.

State of Texas Conflict of Interest.

Questionnaire (Form CIQ). 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 Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/forms/conflict/>

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

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

When completed, the CIQ Form and the CIQ-A Form should be submitted together by mail to the Office of the City Clerk. Please mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

Do not include these forms with your sealed bid. The Procurement Division will not deliver the forms to the City Clerk for you.

PART B

SUBMISSION 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.

Respondent shall limit information regarding Respondent's proposed price or revenue to the respective section designated for this information. PLACING PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFCSP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

TABLE OF CONTENTS

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.

GENERAL INFORMATION FORM. 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.

PRICE SCHEDULE. Use the Price Schedule that is found in this RFCSP as Attachment B.

CONTRACTS DISCLOSURE FORM. Complete and submit a Contracts Disclosure Form, Attachment C, with the proposal. The Contracts Disclosure Form may be downloaded at:

- Link to complete form electronically: <https://webapp1.sanantonio.gov/ContractsDisclosure/>
- Link to access PDF form to print and handwrite information: <https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>

1. Download form and complete all fields. All fields must be completed prior to submitting the form.
2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - a. names of the agency board members and executive committee members,
 - b. list of positions they hold as an individual or entity seeking action on any matter listed:
 - (1) The identity of any individual who would be a party to the transaction;
 - (2) The identity of any entity that would be a party to the transaction and the name of:
 - a. Any individual or entity that would be a subcontractor to the transaction;
 - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
 - c. The board members, executive committee members, and officers of entities listed above; and
 - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
 - c. names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in proposal response 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.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295).

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. Respondent must complete and return Form 1295 with the proposal submitted, as Attachment E. It is available from the Texas Ethics Commission by accessing the following web address:

Print your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert “City of San Antonio”. Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g., IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the “Business entity”.)

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than ten (10) members; or (3) service as an officer of a business entity that has four (4) or fewer officers, or service as one (1) of the four (4) officers most highly compensated by a business entity that has more than four (4) officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

“Intermediary,” for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

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.

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

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFCSP Section 007. 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 F.

ADDENDA. Sign and submit addenda, if any.

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

The City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. The 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 (25 points)

Proposed Plan (55 points)

Price (20 points)

004 - SPECIFICATIONS / SCOPE OF SERVICES

The City of San Antonio (City) is soliciting proposals for the purchase of print materials in English, Spanish and other languages; cataloging and processing services; and electronic ordering and invoicing from a qualified vendor for the San Antonio Public Library (SAPL/Library). SAPL plans to spend an estimated total of \$24,500,000.00 during the contract period, which includes at least one (1) opening day collection. This is an estimated target and not binding on City. These materials will support the collections of the Central Library, 28 branches and one (1) school/public library. The vendor shall 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 print materials for all age groups:

- 4.0.1 Adult, young adult and juvenile trade hardcover editions – high demand hardbound materials with wide distribution for the general consumer and demonstrated broad mass appeal. Generally, these materials have high print runs and are heavily promoted in the media.
- 4.0.2 Adult, young adult and juvenile trade paperback editions – high demand, paperback materials under wide distribution. These are usually oversized and do not fit in standard paperback racks.
- 4.0.3 Board books.
- 4.0.4 Adult technical/reference editions.
- 4.0.5 University press.
- 4.0.6 Small press.
- 4.0.7 Mass-market paperbacks – Paperbacks measuring approximately seven (7) inches by four (4) inches and printed on newsprint-type paper.
- 4.0.8 Reinforced binding – A special hardcover binding designed to be more durable than trade hardcover editions of mostly children's materials and are able to withstand multiple uses in a public library environment.

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

The Library currently uses the Symphony Integrated Library System developed by SirsiDynix for acquisitions, serials management, circulation, cataloging and the online public access catalog.

4.1 Inventory and Speed of Delivery

- 4.1.1 Vendor shall provide a comprehensive spectrum of print materials in quantities to meet the needs of the SAPL, a large, multi-branch public library system.
- 4.1.2 Vendor overall fill rate shall meet or exceed 90% for all items ordered.
- 4.1.3 Backordered materials shall be supplied within 180 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 shall 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 real-time stock checks.

4.2.1.10 View discount schedule for individual titles available at the time of order.

4.2.1.11 Maintain multiple accounts.

4.2.1.12 Recognize duplicate orders.

4.2.1.13 Access International Standard Book Number (ISBN) look-up to check against Library holdings.

4.2.1.14 View publication demand.

4.2.2 Vendor shall provide a Web site for City to manage continuation titles, search titles, place orders and update accounts and profiles.

4.2.3 Vendor shall provide Electronic Data Interchange (EDI) ordering and invoicing for products compatible with the Symphony 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 Symphony system, using 9xx tags to automatically create order records for each title. The order records are exported from the Library's Symphony 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 Symphony Acquisitions module to automatically create an invoice record for each order record.

- 4.2.4 Vendor shall 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 shall offer ongoing support for their online services, notification when new releases or upgrades are available and a toll-free number and email for technical support.

4.3 Ordering

- 4.3.1 The Library will send three (3) 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 5% of orders.
- 4.3.3 Orders are considered canceled if they are not received at the Library within 180 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 180 days after street release date.
- 4.3.4 Vendor shall offer standing order plans and continuations.
- 4.3.5 Vendor shall send materials on standing order plans that are not fully cataloged and processed in time for the Library to receive materials no later than two (2) 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.
- 4.4.2 Separate invoices for each purchase order are required. Each title listed on the invoice must show the corresponding Symphony 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 shall 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 shall meet the City’s payment specifications.

4.4.8 Vendor shall supply monthly statements.

4.5 Shipping and Delivery

4.5.1 Vendor shall be responsible for all shipping and handling costs including inside delivery. The majority of orders will be delivered to: Processing Unit, San Antonio Public Library, 600 Soledad Street, San Antonio, TX 78205 (Central Library). 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 shall 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 shall be packed adequately to prevent damage in transit. Cartons shall 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 shall titles provided by the vendor on the standing order plan and firm orders be invoiced and shipped in the same cartons.

4.5.4 Shipments should contain items from single POs whenever possible. Consolidated shipments with titles from multiple POs are not acceptable, unless otherwise specified.

4.5.5 Vendor shall 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

shall not be responsible for putting materials out before street release date if that information is not included in the documentation.

- 4.5.6 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.
- 4.5.7 Vendor shall supply packing list/slip with all shipments that include the following information: quantity ordered, quantity shipped, quantity backordered, title, author, ISBN and purchase order number/name. If possible, each packing list/slip shall reference the corresponding invoice.

4.6 Returns

- 4.6.1 Vendor shall 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 shall 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 shall notify the vendor when packing errors have occurred and shall require vendor to supply correct titles at no additional expense to the Library.
- 4.6.4 Vendor shall pay shipping costs for the return of damaged, defective or incorrectly shipped items (for example, wrong title, wrong quantity, duplicate shipments) and automatically reorder correct titles for the Library unless told otherwise. Upon request of the Library, vendor shall issue a UPS call tag or the equivalent.

4.7 Cataloging for Fully Processed Items Only

- 4.7.1 Vendor shall provide full Machine Readable Cataloging (MARC) bibliographic and item records for items acquired. The Library shall accept bibliographic records created in accordance with the Anglo-American Cataloging Rules, 2nd edition revised (AACR2R) or Resource Description and Access (RDA). In addition, bibliographic records must be in accordance with current editions of Library of Congress Subject Headings; *Dewey Decimal Classification*; 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 shall provide complete cataloging specifications upon award of the contract.
- 4.7.2 Vendor shall 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 (OCLC)'s WorldCat as needed.

4.8 Processing for Partially and Fully Processed Items

4.8.1 The Library shall provide the selected vendor with full and partial processing guidelines. Processing requirements may include the following supplies. Supplies marked with an asterisk will be provided by the Library. Otherwise, they will be provided by the vendor.

4.8.1.1 Full Processing – Books

4.8.1.1.1 Mylar jackets for hardcover books

4.8.1.1.2 Spine label covered with a protection label

4.8.1.1.3 Branch location label

4.8.1.1.4 Barcode

4.8.1.1.5 Protection label to cover branch location and barcode

4.8.1.1.6 Radio Frequency Identification (RFID) tag*

4.8.1.1.7 SAPL property stamp or property label

4.8.1.2 Partial Processing – Books

4.8.1.2.1 Mylar jackets

4.8.1.3 Partial Processing – Trade Paperbacks

4.8.1.3.1 Coverups

4.8.2 City currently performs its own Bibliotheca RFID tagging and linking services. However, should City prefer, City may require Vendor to provide these services in the future. Therefore, Vendor shall have the ability to provide Bibliotheca RFID tagging and linking services and provide them upon City's request at the prices stated in the price schedule. In such event, Vendor shall also be responsible for supplying the Bibliotheca RFID ISO tags at Vendor's cost.

4.9 Opening Day Collection

4.9.1 The vendor shall work with Library staff on developing an opening day collection for at least one (1) or more branches.

4.9.2 Vendor shall provide project manager(s) who has/have relevant experience in public library collection development and knowledge of current library services and trends in the print/media publishing and entertainment industry. Vendor shall also assign staff as needed to manage the cataloging and processing services.

4.9.3 Vendor shall 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 shall provide invoices throughout the project as each order is completed. The Library shall verify cataloging before payment. Final invoices shall be received no later than 120 days after final backordered items are delivered.
- 4.9.6 Vendor shall sort and box shelf-ready materials in rough sort shelf order and the boxes must be labeled by print/format type. The boxes must be stored in a climate-controlled environment until delivery to the Library. Each box shall contain a packing list.
- 4.9.7 Vendor shall not allow any mixed shipments in fiction genres for adult, young adult and juvenile.
- 4.9.8 Vendor shall provide a comprehensive selection list of titles already owned by the Library that are still available for purchase. Vendor shall provide additional pricing information for any fees incurred when handling special orders.
- 4.9.9 Vendor shall provide monthly project reports for the duration of the project up until three (3) months prior to opening day. Three (3) months prior to opening day the reports shall be provided every two (2) weeks. There shall be no additional cost for these reports. The following reports shall show unabbreviated title, author/artist, publisher and publication date.
 - 4.9.9.1 Titles ordered.
 - 4.9.9.2 Titles backordered.
 - 4.9.9.3 Titles invoiced.
 - 4.9.9.4 Titles canceled.
- 4.9.10 Vendor shall provide accounting reports that include the monthly costs for items (indicating total discount received), cataloging, digital processing (if any), supplies, storage, delivery and other associated costs. These reports shall show expenditures, encumbrances, credits for cancellations and remaining balances for each of the print/format types.
- 4.9.11 Vendor shall deliver the Opening Day Collection on the date specified by the Library. Vendor shall remove the boxes from the pallets and place them inside the new library in a specified area without additional cost or expense to the Library. Vendor shall provide pricing information for additional storage time due to delays in library construction.

4.10 Print Lease Plan

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

4.11 Reading Incentives Program

- 4.11.1 Vendor shall supply a reading incentive purchasing program, with a focus on juvenile and young adult books. However, the Library does not guarantee that it will purchase a plan during the contract period. If the vendor is not able to supply a reading incentive purchasing program, the Library reserves the right to purchase such a 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, 2024, whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. The contract shall terminate on September 30, 2029.

Renewals:

At City's option, this Contract may be renewed under the same terms and conditions for two (2) additional one-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 therefor.

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 (3) 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 therefor.

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 proposed 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 numbers
- 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 ten (10) business days of request by City, and no later than five (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

If selected to provide the services described in this RFCSP, Respondent shall be required to comply with the insurance requirements set forth below:

No later than 30 days before commencement of the contract, Respondent must provide a completed Certificate(s) of Insurance to CITY's Library Department. The certificate must be:

- clearly labeled with the name of the contract in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance); and
- properly endorsed and have the agent's signature, and phone number.

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY's Library Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, Respondent certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for this contract.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the Respondent claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a) Premises/Operations b) Products/Completed Operations c) Personal/Advertising Injury d) Contractual Liability	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.

Respondent must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of Respondent and provide a certificate of insurance and endorsement that names Respondent and CITY as additional insureds. Respondent

shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. Respondent must comply with such requests within ten (10) days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio
ATTN: Library Department
P.O. Box 839966
San Antonio, TX 78283-3966

Respondent's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and 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 CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability, and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal, or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

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

In addition to any other remedies CITY may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order Respondent to stop work and/or withhold any payment(s) which become due to Respondent under this Agreement until Respondent demonstrates compliance with requirements.

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

Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

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

Respondent and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

Workers' Compensation:

Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance, Workers' Compensation Division, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

The contractor must provide a certificate of coverage to the City prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the City:

- a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter. The contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Division, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

- provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

- provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- obtain from each other person with whom it contracts, and provide to the contractor:

 - a certificate of coverage, prior to the other person beginning work on the project; and

 - a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

- notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

- contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Division's section of Self-Insurance Regulation. Providing false or misleading

information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the 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 – General Information Form
- Attachment A – Part Two – Experience, Background and Qualifications
- Attachment A – Part Three – Proposed Plan
- Attachment B – Price Schedule
- Attachment C – Contracts Disclosure Form
- Attachment D – Litigation Disclosure Form
- Attachment E – Certificate of Interested Parties (Form 1295)
- Attachment F – 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 Respondents.

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 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.

Invoice Submissions. City requires all original first-time invoices to be submitted directly to the Accounts Payable section of the Finance Department. The preferred method of delivery is electronically to the following e-mail address:

accounts.payable@sanantonio.gov

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Vendor to Accounts Payable using this e-mail address. Vendor may courtesy copy the ordering City department personnel on the e-mail.

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to: City of San Antonio, ATTN: Accounts Payable, P.O. Box 839976, San Antonio, TX 78283-3976.

Information Required on Invoice.

All invoices must be in a form and content approved by the City. The City may require modification of invoices, if necessary, in order to satisfy the 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.

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. Unless otherwise provided in the Supplemental Terms and Conditions section of this document, all prices shown on the Price Schedule shall remain firm for the duration of the contract. Vendor's price stated on the Price Schedule shall be deemed a maximum price. Vendor may provide a lower price at any time during the contract period for reasons deemed appropriate by Vendor, such as volume discount pricing for large orders.

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 must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended. 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 effort attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be affected 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.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of 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 VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, 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, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR 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. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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.

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this bid and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting a bid, Bidder warrants and certifies, and a contract awarded pursuant to this RFCSP is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous bid or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the bid or terminate the Contract for material breach.

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 III.C.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.

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.

Attorney's Fees. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

State Prohibitions on Contracts:

This section only applies to a contract that:

- (1) is between a governmental entity and a company with ten (10) or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term

of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the

contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of its contract with City, City may terminate the Contract for material breach.

City Data

Vendors awarded a contract with the City of San Antonio agree to comply with the City's Data Governance Administrative Directive 7.12 and Data Security Administrative Directive 7.3a in the same manner required of City employees, interns, volunteers and trainees, for City Data arising out of, resulting from or related to Vendor's activities under such contract.

As between City and Vendor, City is and will remain the sole and exclusive owner of all right, title, and interest in and to all City Data, including all intellectual property rights relating thereto, subject only to any limited license expressly granted to Vendor, and Vendor is and will remain the sole and exclusive owner of all right, title, and interest in and to the Vendor materials, including all intellectual property rights relating thereto, subject only to the authorization and license granted to City.

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), addendums, 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. Any addendums issued to the final electronically posted online version of this solicitation shall control in the event of a conflict therewith. Addendums shall be interpreted in order of the date issued, with those issued most recently taking priority.**

007 - SIGNATURE PAGE

By submitting a proposal, 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.

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

008 - 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 Proposal – a request for competitive sealed proposal in which the City will award the entire contract to one (1) respondent only.

Alternate Proposal - two (2) 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.

Respondent - 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 Finance 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 Respondent to protect the City against loss due to the Respondent’s failure to pay suppliers and subcontractors.

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

Performance Deposit - security provided by the Respondent to protect City against loss due to the Respondent’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 Respondent, 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 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.

009 - ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION

- 1. Respondent Information:** Provide the following information regarding the Respondent.
(NOTE: Co-Respondents are two (2) 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: _____

Unique Entity ID (generated by SAM.gov): _____

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: _____

Provide any other names under which Respondent has operated within the last ten (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 (1) 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 12 months?

Yes ____ No ____

- 4.** Is Respondent authorized to do business in the State of Texas?

Yes ____ No ____ If "Yes", provide Texas Secretary of State registration number.

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.
-
-

12. Financial Review: Is your firm publicly traded? Yes ____ No ____ If "Yes", provide your firm's SEC filing number.

REFERENCES

Provide three (3) reference letters from three (3) separate organizations/companies/firms, that the Respondent has provided services to within the past three (3) years. The contact person named on the reference letter should be familiar with the day-to-day management of the contract and would be able to provide type, level, and quality of services performed. In addition, please provide the contact information below of the references you have submitted.

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. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture. Provide response below each item.

1. Vendor shall 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 (5) years of business, a vendor 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 shall 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 proposal response as Attachment A, Part Two, 2.

2. Vendor shall designate one (1) customer service representative at the company's office to serve as the company's representative who shall be fully dedicated to the Library's account and be readily accessible by a toll-free telephone number or email to answer questions and work with the Library staff 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 proposal response as Attachment A, Part Two, 2.

3. Vendor shall 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 proposal response as Attachment A, Part Two, 3.

4. Vendor shall identify large urban multi-branch public libraries for which they provide library services and materials as outlined in this RFCSP document during the past five (5) years. Vendor shall provide three (3) references for large urban public libraries with multiple branches for which the vendor has provided materials and services.

Identify large urban public libraries and services provided during the past five (5) years. References shall 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 proposal response as Attachment A, Part Two, 3

RFCSP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items. Provide response below each item.

1. Inventory and Speed of Delivery

1.1: Confirm that your company's services will meet the qualifications as stated in 4.1.1 – 4.1.4. A simple statement that you meet these qualifications will be insufficient. You shall provide appropriate documentation demonstrating your ability to meet these qualifications.

2. Online Services

2.1: Describe the online services that you offer that were described in 4.2.1 – 4.2.1.14. 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.

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

2.3: Describe how your electronic ordering and invoicing products interface with the **Symphony** acquisitions module as described in 4.2.3.1 – 4.2.3.2.

2.4: Describe how order acknowledgements are delivered to the Library as described in 4.2.4.

2.5: Describe how you provide ongoing support for online services as described in 4.2.5.

3. Ordering

3.1: Describe all Spanish-language publishers and/or distributors that vendor supplies materials for purchase from as described in 4.3. Include any applicable discounts.

3.2: Describe standing order services and continuations as described in 4.3.4.

4. Invoicing

4.1: Describe how your company will comply with invoicing requirements as described in 4.4.3 – 4.4.3.4 and submit a sample of an invoice that meets the defined criteria.

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.

4.3: Describe vendor'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

5.1: Describe vendor's shipping process and submit a sample of a packing list/slip that meets the above requirements as described in 4.5.2.1 – 4.5.2.4 and 4.5.6.

6. Returns

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, 4.6.3 and 4.6.4.

7. Cataloging

7.1: Vendor shall describe how it meets cataloging requirements as described in 4.7.1.-Attachment A, Part Three,

7.2: Describe vendor's preferred method for accessing the Library's catalog and/or delivering bibliographic and item records as described in 4.7.2.

7.3: Describe how vendor will update Library's holdings in OCLC's WorldCat as described in 4.7.3.

8. Processing

8.1: Provide a description of processing services for print materials as described in 4.8.1 – 4.8.1.3.1.

8.2: Provide a description of 3M RFID tagging and linking services as described in 4.8.2.

8.3: Provide the number of days to fully catalog and process in-stock items as described in 4.8.3.

9. Opening Day Collection

9.1: Vendor shall 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 Vendor's staff that will compose the project team including their qualifications and statement of work history on similar projects.

9.2: Vendor shall describe a proposed timeline that highlights completed project segments for an opening day collection as described in 4.9.3. This timeline shall indicate time as number of months, weeks and/or days before an unspecified opening date.

9.3: Vendor shall provide a sample of invoices for an opening day collection described in 4.9.5.

9.4: Provide a sample of the reports as described in 4.9.9 – 4.9.9.4.

9.5: Provide a sample of the reports as described in 4.9.10.

9.6: Provide pricing information for additional storage time and fees for special orders as described in 4.9.11.

10. Print Lease Plan

10.1: Specify if vendor offers a print 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; and management of leased collection – selection of titles, returns, monthly quotas, purchase of leased titles, types of reports with samples and replacement of lost or damaged items.

11. Additional Information

11.1 Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

12. The City has implemented Ready to Work which is an education and job placement program. Respondents can learn more about this initiative at Ready to Work (sanantonio.gov) whose goal is to connect residents to career opportunities. Describe how Respondent can leverage this initiative in their training and hiring practices.

RFCSP ATTACHMENT B

PRICE SCHEDULE

ITEM 1. – Print Materials - Please indicate discount in percentage format.

	Description	Vendor's discount from Publisher's List
1	Adult trade hardcover, nonfiction Estimated Annual Quantity: 25,500	
2	Adult trade hardcover, fiction Estimated Annual Quantity: 30,500	
3	Juvenile trade hardcover, nonfiction Estimated Annual Quantity: 6,800	
4	Juvenile trade hardcover, fiction Estimated Annual Quantity: 30,000	
5	Juvenile reinforced binding, nonfiction Estimated Annual Quantity: 3,300	
6	Juvenile reinforced binding, fiction Estimated Annual Quantity: 16,500	
7	Board Books Estimated Annual Quantity: 5,200	
8	Adult trade paperback Estimated Annual Quantity: 12,500	
9	Juvenile trade paperback Estimated Annual Quantity: 6,500	
10	Mass market paperback Estimated Annual Quantity: 2,850	
11	Technical/Reference books Estimated Annual Quantity: 500	
12	University press Estimated Annual Quantity: 1,500	
13	Small press Estimated Annual Quantity: 6,000	

ITEM 2. – Bibliographic and Item Records and Processing Costs - Please indicate in monetary amounts price per unit.

	Description	Unit price for bibliographic records	Unit price for item records	Per Item cost for full processing	Per Item cost for partial processing	3M ISO tags and Linking Services
1	Adult trade hardcover, nonfiction	\$	\$	\$	\$	\$
2	Adult trade hardcover, fiction	\$	\$	\$	\$	\$
3	Juvenile trade hardcover, nonfiction	\$	\$	\$	\$	\$
4	Juvenile trade hardcover, fiction	\$	\$	\$	\$	\$
5	Juvenile reinforced binding, nonfiction	\$	\$	\$	\$	\$
6	Juvenile reinforced binding, fiction	\$	\$	\$	\$	\$
7	Board Books	\$	\$	\$	\$	\$
8	Adult trade paperback	\$	\$	\$	\$	\$
9	Juvenile trade paperback	\$	\$	\$	\$	\$
10	Mass market paperback	\$	\$	\$	\$	\$
11	Technical /Reference books	\$	\$	\$	\$	\$
12	University Press	\$	\$	\$	\$	\$
13	Small Press	\$	\$	\$	\$	\$

ITEM 3. – Vendor’s Online Services for Print Materials

	Description	Price
1	Online services including ordering, selection, order status, multiple accounts, ISBN/UPC look-ups, etc. – provide a description and price (Do not include in total package price.)	\$

ITEM 4. – Opening Day Collection

1	Storage charges if branch opening day is delayed	Price
1a	Daily	\$
1b	Weekly	\$
1c	Monthly	\$
2	Fee for special orders	\$

ITEM 5. – Print Lease Plan

	Plan Type	Size of Plan	Plan Cost	Shelf Ready Cost	Other Cost
1	Popular	100-200/			
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Contractor shall provide the City with a 24 hour contact phone number:

Telephone Number: () _____

Cell Phone Number: () _____

Pager Phone Number: () _____

General Manager Phone Number: () _____

RFCSP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

Complete and submit a Contracts Disclosure Form with the proposal. The Contracts Disclosure Form may be downloaded at:

- Link to complete form electronically:
<https://webapp1.sanantonio.gov/ContractsDisclosure/>
- Link to access PDF form to print and handwrite information:
<https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>

1. Download form and complete all fields. All fields must be completed prior to submitting the form.
 2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - a. names of the agency board members and executive committee members,
 - b. list of positions they hold as an individual or entity seeking action on any matter listed:
 - (1) The identity of any individual who would be a party to the transaction;
 - (2) The identity of any entity that would be a party to the transaction and the name of:
 - a. Any individual or entity that would be a subcontractor to the transaction;
 - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
 - c. The board members, executive committee members, and officers of entities listed above; and
 - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
 - c. names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in your proposal response as indicated in the Proposal Checklist.

NOTE: It is recommended not to use Chrome browser to access this form. If you have difficulty accessing, please contact the Staff Contact Person identified on the cover page of this RFCSP.

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address: <https://www.ethics.state.tx.us/filinginfo/1295>

Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert “City of San Antonio”. Where requested to provide the contract number, provide the RFCSP number shown on the cover page of this solicitation (e.g., IFB 6100001234, RFO 6100001234, or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the “Business entity”.)

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

“Intermediary,” for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

RFCSP ATTACHMENT F

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	
General Information and Three (3) Reference Letters RFCSP Attachment A Part One	
Experience, Background & Qualifications RFCSP Attachment A Part Two	
Proposed Plan RFCSP Attachment A Part Three	
Price Schedule RFCSP Attachment B	
+Contracts Disclosure Form RFCSP Attachment C	
Litigation Disclosure Form RFCSP Attachment D	
+Certificate of Interested Parties (Form 1295) RFCSP Attachment E	
Proof of Insurability Insurance Provider's Letter AND Copy of Current Certificate of Insurance	
Financial Information	
+Signature Page RFCSP Section 007	
Proposal Checklist RFCSP Attachment F	
+ Addendum, if any	
One (1) COMPLETE electronic copy	

+ Documents marked with a "+" on this checklist require a signature.

Be sure all forms that require a signature are signed prior to submittal of proposal.