



CITY OF SAN ANTONIO
Finance Department, Purchasing Division

REQUEST FOR OFFER (“RFO”) NO.: 6100018357

ANNUAL CONTRACT FOR MULTICULTURAL BOOKS & VIDEOS - SAPL

Date Issued: AUGUST 21, 2024

**RESPONSES MUST BE RECEIVED NO LATER THAN:
10:00 AM, CENTRAL TIME, SEPTEMBER 17, 2024**

Responses may be submitted by any of the following means:

Electronic submission through the Portal

Electronic submission by e-mail

Offer submissions will only be accepted electronically or by email transmission

Offer Due Date: 10:00 A.M. Central Time, August 26, 2024

RFO No.: 6100018357

Offeror’s Name and Address

Bid Bond: NONE Performance Bond: NONE Payment Bond: NONE

Other: See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NONE DBE / ACDBE

Requirements: NONE

Pre-Submittal Conference: None

Staff Contact Person:

Frederick Ward

Procurement Specialist II

Email: frederick.ward@sanantonio.gov

Phone Number: 210-207-8677

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers. ***Bid submissions will only be accepted electronically***

Submission of Electronic Offers Through the Portal. Submit one (1) offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Submission of Offers by Email. Submit one (1) document by email to the Staff Contact Person, by the due date provided on the Cover Page. All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers and submitted in the same manner as original offers. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

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

For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror's being held liable for the submission.

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Offerors 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 Offers. Alternate offers may be allowed at the sole discretion of City.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

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

Offerors shall be responsible for providing one (1) copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer.

Manufacturers' catalogs may be submitted 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, Texas 78283-3966 prior to bid opening. Bidder shall submit a PDF file for proposals submitted electronically. Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of the City Finance Department - Procurement Division.

Specified items identified herein, if any, are for overall offer 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.

Offerors are prohibited from communicating with: 1) City officials as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFO or offers from the time the RFO has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before one (1) calendar day prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

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 City.

Changes to RFO.

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

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

Preparation of Offers.

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

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

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

All or None Offers. Any offer 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” offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An “All or None” offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as “as required”, “as soon as possible” or “prompt” may result in disqualification of the offer. 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. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered 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 an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror’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.

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

Offerors 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 RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror 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 Offeror may not be considered confidential under Texas law, or pursuant to a Court order. Pricing may be tabulated and posted to City’s website, so shall not be considered proprietary or confidential.

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

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

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

The offer is conditional; or

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

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

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on 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" offer in the Supplemental Terms & Conditions.

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

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 RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror'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 offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

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

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two (2) percent reduction in the offer price during offer 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 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 proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

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://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 offer. The Procurement Division will not deliver the forms to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

The City of San Antonio is requesting an offer from Multi-Cultural Books & Videos for the purchase and delivery of Spanish language books and media such as DVD's and other formats. These items will support the collections of the San Antonio Public Library (SAPL).

NOTE:

This item is being purchased as a Sole Source according to the provisions of Texas Local Government Code 252.022.07. No other source can supply the items listed nor can any comparable item fulfill the same requirements. Vendor acknowledges, with their signature, that all items offered are considered a Sole Source.

GENERAL REQUIREMENTS

The City of San Antonio Library Department utilizes the Innovative Interfaces, Inc. Millennium Integrated Library System for acquisitions, serials management, circulation, cataloging and the online public access catalog.

SPECIFICATIONS

1 INVENTORY AND SPEED OF DELIVERY

Vendor must provide a comprehensive spectrum of Spanish language books and media in quantities to meet the needs of a large, multi-branch public library system. Vendor shall make delivery of the goods as soon as possible, but no later than 10 business days of the issuance of the City's purchase order, unless otherwise agreed to by the Parties in writing.

2. ORDERING

The bulk of orders will be for Spanish language books and media; other world language books and media may comprise of approximately 10% of all orders.

SAPL will cancel orders from the Vendor that are not received at the Library within 90 calendar days of the purchase order date.

3 INVOICING

Libraries in the State of Texas are exempt from any out-of-state tax on the purchase of books and from the Texas State Sales and Use Tax. Certificate of Exemption shall be provided by the City upon request.

Separate invoices for each purchase order are required.

Vendor shall submit one (1) copy of each invoice with each shipment with the following information on each invoice:

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

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.

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

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

In the event of an error requiring the Library to receive credit, the Vendor shall issue a credit memo in writing. Vendor must meet the City's payment specifications:

Acceptable payment by a City of San Antonio issued check and/or electronic funds transfer.

4. SHIPPING AND DELIVERY

The majority of orders will be delivered to: Processing Unit, San Antonio Public Library, 600 Soledad Street, San Antonio, TX 78205 (Central Library). Shipping and handling costs shall not exceed 3% total order cost; be paid by the City; and itemized separately on the invoice. Vendor must meet the following shipping requirements:

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

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.

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

Materials will be packed adequately to prevent damage in transit. Cartons will be properly sealed to meet or exceed recommendations and requirements of the U.S. Postal Service to ensure their arrival in excellent condition.

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

Vendor shall furnish the total number of copies ordered of any one individual title in one shipment and fill orders for multi-volume sets in one shipment unless doing so would delay the shipment by more than 5 days. In the situation the Vendor's representative will contact the Acquisitions/Serials Manager about receiving a partial shipment.

5 RETURNS

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.

Unless otherwise specified, all items will be guaranteed for a minimum period of 120 days against defect in material and workmanship. During this period, if a defect is found and it is determined by SAPL, in its sole discretion, not to be caused by misuse, the vendor shall replace the item free-of-charge to SAPL within 30 days of the request.

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

Vendor must pay shipping costs for the return of damaged, defective or incorrectly shipped items (for example, wrong title, wrong quantity, duplicate shipments) and automatically reorder correct titles for SAPL unless told otherwise. Upon request of SAPL, Vendor should issue a UPS call tag or the equivalent.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or February 1, 2025, whichever is later, and terminate on January 31, 2028.

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, therefore.

Temporary Short-Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three (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.

Force Majeure.

Should performance of any obligation created under this Agreement become illegal or impossible by reason of fire, flood, storm, epidemic, pandemic, or other national or regional emergency, act of God, governmental authority, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to remove the cause of force majeure.

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 RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. 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.

Insurance.

Prior to the commencement of any work under this Agreement, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY’s Library Department. The certificate must be:

- clearly labeled with the name of the agreement 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 RFO, CONTRACTOR 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.

CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR’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 CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$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. Independent Contractors*	For Bodily Injury and Property Damage of \$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
*If Applicable	

CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. CONTRACTOR 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. CONTRACTOR must comply with such requests within 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 899966
San Antonio, Texas 78283-3966

CONTRACTOR'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, CONTRACTOR shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CONTRACTOR'S performance should there be a lapse in coverage at any time during this 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 CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.

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

CONTRACTOR'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.

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

Undisclosed Features. Vendor warrants that the code and software provided to the City of San Antonio under this agreement does not contain any undisclosed features or functions that would impair or might impair the City's use of the equipment, code or software. Specifically, but without limiting the previous representation, Vendor warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar routine. This Agreement shall not now nor will it hereafter be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law. Vendor specifically disclaims any unilateral self-help remedies.

Intellectual Property.

Vendor shall pay all royalties and licensing fees. Vendor shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, trade secrets, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Vendor has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third-party claims that the program(s), hardware or both the program(s) and the hardware or any other intellectual property infringe upon any United States or International patent, copyright or trademark, Vendor will immediately:

Obtain, at Vendor's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, both the programs and hardware or any other intellectual property as the case may be, or

Alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated; and

Reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Vendor further agrees to

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent, copyright, trademark or any other intellectual property rights arising from the use and/or sale of the equipment or software under this Agreement,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

indemnify the City against any monetary damages and/or costs awarded in such suit; provided that

Vendor is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Vendor agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Vendor or as modified without the permission of Vendor, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of the City's negligent act or omission, and

the City promptly provide Vendor with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Vendor assumes responsibility under this section.

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 – Price Schedule

Attachment B – Sole source Documentation

Attachment C – Form 1295

006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, 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 RFO 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 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, 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 City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

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

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

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, Texas 78283-3976.

Information Required On Invoice.

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

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

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date 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 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, 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.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing Department – Finance Division, or Director’s designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City. Any amendments that cause this contract to exceed \$50,000, if the original contract price was under \$50,000, shall require City Council approval.

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, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the 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 effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

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 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 CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold 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.

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 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.

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 offer 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 an Offer, Offeror warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous offer or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the offer 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 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 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 ORGANIZATIONS 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. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that 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, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. 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 Amendment 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.**

Signature Page

07 - SIGNATURE PAGE

By submitting an offer, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer 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;

Offeror 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 offer.

Offeror Information: Please Print or Type

Vendor ID No. 1016139

Signer's Name Joel Samuel

Name of Business Multi-Cultural Books & Videos

Street Address 30007 John R Road

City, State, Zip Code Madison Heights, MI 48071

Email Address service@mcbv.com

Telephone No. (800) 567-2220

Fax No. _____

City's Solicitation No. 6100018357 Multicultural Books & Videos for (SAPL)



Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

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 Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

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

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

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

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

Director – the Director of Finance Department - Purchasing Division, or Director’s designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

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

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

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

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

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

Specifications - a description of what City requires and what Offeror 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 offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

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

Attachments

Attachment A – Price Schedule

09 - ATTACHMENTS

ATTACHMENT A - PRICE SCHEDULE

Item 1:

The list prices of books and media ordered on the date CITY places an order against this contract, less a discount of 10 %. All shipping charges shall be added to the invoice.

Item 2:

The list price of books and media ordered on the date CITY places an order for purchases made at book fairs, less a discount of 0 %. Vendor shall pay all shipping and handling costs for items purchased at book fairs.

CITY shall pay the price stated above for all conforming goods received and accepted.

CITY shall not pay, and prices shall not include, federal taxes, nor State of Texas limited sales excise and use taxes, nor out-of-state taxes on the purchase of books, shipping, and electronic information, since CITY is exempt from payment of such taxes. A Certificate of Exemption will be signed by CITY upon request by VENDOR.

Please complete the following:	
Prompt Payment Discount: _____ % within _____ Days (Net 30 will apply if left blank)	
ACCOUNT REPRESENTATIVE CONTACT INFORMATION: Vendor shall list the account Representative information servicing the City's account if awarded this contract.	
Name/Title: Joel Samuel	
Phone # (800) 567-2220	Fax #:
Email: service@mcbv.com	

ATTACHMENT B

SOLE SOURCE DOCUMENTATION

Vendor must provide a written statement describing the proprietary nature of the good or service as well as a statement that no other like good or service is available. This statement shall be submitted, along with the offer, on company letterhead, and signed by an authorized representative of the company.

ATTACHMENT C – 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, 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/whatsnew/elf_info_form1295.htm.

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 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 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.



City of San Antonio
RFO No. 6100018357
Annual Contract for Multicultural Books & Videos

RFO Closing Date & Time: 10:00 a.m. September 13, 2024

Submitted by:
Multicultural Books and Videos
30007 John R Road
Madison Heights, Michigan 48071
Toll-free: (800) 567-2220
Fax: (800) 208-0976
www.mcbv.com
service@mcbv.com

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Company Profile and References

Company Profile

Introduction

Multicultural Books and Videos (MCBV) is a full-service provider of foreign language books and DVDs. We have been in business for 35 years and are experts at servicing the multilingual needs of public, school, and university libraries throughout the United States and Canada. **Multicultural Books and Videos sell only foreign language materials.** We are a corporation.

Rakesh Kumar, President of the company, has a master's degree in social work (MSW) and more than 35 years of business experience. He founded Multicultural Books and Videos in 1988 as a way of providing movies from his native India to libraries in his adopted hometown in Canada, Windsor, Ontario. Since that time, he has expanded his business to include foreign language books and audiovisual materials from all over the world with distribution to libraries across North America. Additionally, MCBV now has three offices in Ontario, Canada, Michigan, USA and Guadalajara, Mexico.

Our main office in Madison Heights, Michigan includes a 7,000 sq. ft. warehouse and distribution center. We have a staff of 15 people in the areas of management, materials selection and ordering, cataloging, physical processing, receiving, shipping and billing.

MCBV is able to handle the Scope of Work as detailed in the RFP document. We are able to handle foreign language projects for libraries regardless of their size. We work with many libraries in larger urban areas as well as community libraries. Here are some of libraries that we currently provide foreign language materials to:

In the United States, we work with Orange County Public Libraries (California), Phoenix Public Library, King County Library System, Queens Library, Seattle Public Library, San Francisco Public Library, Las Vegas Public Library, Somerset County Library System, Forsyth County Public Library (Georgia), Brooklyn Public Library, San Jose Public Library, Cerritos Public Library, Hennepin County Library, New York Public Library and the DC Public Library.

In Canada we work with the Mississauga Library System, Toronto Public Library, Calgary Public Library, Winnipeg Public Library, Halifax Public Library, Brampton Public Library, Burlington Public Library, Hamilton Public Library, Vancouver Public Library and others.

For many of these libraries, we have ARP plans in place. MCBV works off the selection profiles provided by the library.

About 15 years ago, there arose a need from our library customers for materials that were cataloged and processed. Many of them did not have catalogers who would be able to catalog the materials that were being sent to them. Because of this, there was a large delay from when they received the material to when the material was available to their patrons. MCBV hired librarians who were able to catalog the foreign language material we carry. We are now able to provide MARC records as well as processing all the material we carry. More information about cataloging and processing is given later in this document.

Multi-Cultural Books & Videos is able to provide Automatic Purchase Plan service. Many of our customers prefer placing orders this way since we have the knowledge and expertise for the language material. We will go through the languages that are of interest to the library. We will then work on a selection criterion that would fit the requirements of the community. For the selection of material, we

will discuss the following:

- Budgets for adult and children's material.
- What are the needs for each language in the community (ex. More children's books are need for a particular community, etc.)
- What types of material (adult books – fiction vs. non-fiction books, etc)
- How much translations vs. native authors? We can provide popular books by native authors but can also supply translations of bestselling authors.

Since we are experts in foreign language material, we would give our suggestions on what we think would be of benefit to the Library. Once we have collected all the information, we work with our customers to see about monthly/bimonthly shipment of material. We try to spread the budget throughout the year to ensure that our customers receive new material throughout the year. We can send a report on spending to help the library know what budget has been allocated and what is still remaining. We do not have any prepackaged groups of material. We are flexible enough to get the materials that the Library will want. If we are not able to get something, we will inform the Library in good time so that the budget amount can be used for another language or material.

Staff

Multicultural Books and Videos employs numerous professional, multilingual, and experienced staff:

Rakesh Kumar, President

Mr. Kumar founded Multi-Cultural Books and Videos in 1988 as a way of providing movies from his native India to libraries in his adopted hometown. Since that time, he has expanded his business to include foreign language books and audiovisual materials from all over the world with distribution to libraries across North America. He has more than 35 years of business experience.

He has travelled the world looking for the best sources of material for libraries and schools in North America. He has attending various books fairs including the Frankfurt Book Fair in Germany, LIBER in Spain as well as attending FIL in Guadalajara, Mexico every year.

Joel Samuel, General Manager

Mr. Samuel has worked for Multi-Cultural Books and Videos for over 30 years. He is responsible for the oversight and assignment of duties to various staff members for the completion of the various library orders and projects. He works with the selectors to make sure that we are receiving new materials on a regular basis. He has overseen various opening day projects as well as yearly orders for regular customers.

Vasumathi Rangarajan, Office Manager

Vasumathi is responsible for the day to day operations of the company. She is the main Indic language selector and cataloger; she is a native Tamil speaker and fluent in Hindi. She works closely with the cataloging and processing staff to make sure that all MARC records and processing is done to our customer's specifications. She has worked with us for over 10 years. She is the main contact for cataloging questions and issues.

Mariana Perez

Manager of the satellite office in Guadalajara, Mexico, she has coordinated the company's participation at the Guadalajara Book Fair (FIL) for over 20 years. A teacher by profession, Mrs. Perez has a thorough knowledge of media and the publishing industry in Mexico. She works closely with suppliers in Mexico as well as other Latin American countries.

Chao Yang

Chinese language selector, she is fluent in Mandarin and Cantonese. She often travels to Taiwan, Hong Kong, and Mainland China to select materials. She is responsible for locating the popular, best-selling material in Chinese. She works closely with suppliers in China, Taiwan and Hong Kong. She catalogs Chinese material.

Michael Kovnat, MLIS

Michael earned his Master Degree in Library Science from Kent State University. Michael comes to us with experience in cataloging and linguistics, with a specialty in Judaic related materials. He is a “jack of all trades” in that he catalogs in Russian, Vietnamese, Tagalog and various other languages.

Benjamin Meeth, MLIS

Ben earned a Master Degree in Library and Information Science from Wayne State University. He has several years’ experience in handling library materials. He works with a variety of languages including Vietnamese, Tagalog and European languages. He also helps with the shipping and handling of material.

Joseph Kaczkoski, MLIS

Joseph has a Master Degree in Library Science after working a support position at a public library. He spent seven years working in the commercial book market, learning the intricacies of the publishing industry. He helps with our European languages. He is in charge of transmitting all MARC records to and corresponding with our library customers. He also works with Skyriver records.

Margarita Martinez

Our main Spanish and Portuguese language selector. She is a native Spanish speaker. She works closely with Mariana Perez for the selection of Spanish material. She works with publishers in Brazil and Portugal to get new Portuguese material.

Batool Mushin

Arabic, Persian and Urdu language selector. She is a native Arabic speaker with a good knowledge of Arabic culture. She coordinates the purchase of materials from Lebanon and Egypt.

Anju Khurana

Selector for Indic language materials. She is fluent in Hindi. She works closely with Vasumathi Rangarajan for the selection of the materials.

Munim Forhad

He is responsible for the collection of bilingual children’s books. He helps with a number of European languages such as French, German, Italian, Russian as well as Asian languages such as Bengali, Japanese and Korean.

Eduardo Almaguer

Eduardo has several years of library experience. He is responsible for physical processing of materials in all formats and languages. He also helps with the shipping and handling of material.

Many of our selectors have been with us for over 10 years.

Ability and Availability to Provide World Language Material

Multicultural Books and Videos offers foreign language books and DVDs for children and adults. In the category of books, we offer board books, picture books, bilingual books, audio books, graphic novels, dictionaries, popular fiction and classics, international bestsellers, translations, and current nonfiction. We do not carry any academic books unless specifically requested by a customer. Since we purchase material on a regular basis, we always receive newer books. We do our best to carry a majority of books that have been released in the last two years. We will inform the library if there are any languages where the supply of new books is not available in a large quantity (say in a language such as Tagalog). We also carry many books by native authors as well as translations of popular English and International authors. For children's books, we mostly carry picture books but do also have simple readers, chapter books and teen books available. We will not provide board books to the library as requested.

DVDs include current blockbusters, classic and undiscovered gems in foreign cinema including Bollywood, Nollywood, films from Mexico, the Middle East, China, Korea, and all over the world. Cartoons, serials, soap operas, and concerts are also available on DVD. All DVDs are coded for playability in the United States. We do not carry many "art films". We will make sure to exclude those types of titles. We will also not send the library any dubbed American films.

Materials are available in the following languages:

Albanian	Marathi
Amharic	Nepali
Arabic	Punjabi
Armenian	Persian/Farsi
Bengali	Polish
Bosnian/Serbian/Croatian/Serbo-Croatian	Portuguese
Chinese (Mandarin and Cantonese)	Romanian
Czech	Russian
French	Somali
German	Spanish
Gujarati	Tamil
Haitian-Creole	Tagalog (Filipino)
Hebrew	Telugu
Hindi	Thai
Indonesian	Tigrinya
Italian	Turkish
Japanese	Ukrainian
Kannada	Urdu
Korean	Vietnamese
Malayalam	Yoruba

We have a team of selection and language specialists. The sources used for selecting materials for opening day and other collections are the numerous publishers, producers, and consolidators with whom we have developed relationships in various countries worldwide, including India, Pakistan, China, Japan, Egypt, Lebanon, Jordan, Latin America, South America, Europe, and more. Company representatives also travel to world book fairs, such as LIBER in Spain, FIL in Guadalajara, and the Frankfurt Book Fair in Germany. Whenever possible, our selectors make use of reviews from popular media outlets, awards information, and recommendations from other library customers.

We have good sources from all over the world as well as Canada and the United States. We work closely with our sources to provide the latest material available. We receive shipments throughout the year of new material. We send our customers books printed in the last two years where possible.

Inventory of Stock Items Delivered

MCBV will be able to provide quantities of materials sufficient to meet the needs of the Orange County Public Libraries. We carry enough quantities of titles to meet the needs of our customers. We hold all the materials available in our 7,000 square foot warehouse.

The stock for each language varies. Most of the books in stock will have been from the last 3 years. About 70% of the books in stock are from the current publishing year. We carry 3 to 5 copies of each title. Of the books in stock, a majority are sold in a given year. For the books we provide our customers, approximately 70% are unprocessed and 30% are processed. Some examples of stock levels are as follows:

Arabic adult books - 100 to 125 titles, children's books - 50 to 75 titles

Chinese adult books - 125 to 150 titles, children's books - 75 to 100 titles

Hindi adult books - 100 to 125 titles, children's books - 50 to 75 titles

Korean adult books - 75 to 100 titles, children's books - 50 to 75 titles

Persian/Farsi adult books - 75 to 100 titles, children's books - 50 to 75 titles

Russian adult books - 75 to 100 titles, children's books - 50 to 75 titles

Spanish adult books - 125 to 150 titles, children's books - 75 to 100 titles

Most of our customers request books by native authors. Approximately 70% of our book are from popular native authors. We do work with our customers to provide them with books from native authors as well as translations.

Selection Services

Multi-Cultural Books and Videos will work with the Orange County Public Libraries to provide the best collection of material. We are able to work with an ARP for the Foreign Language Material. Items can also be ordered from our website. Finally, we can provide the library with a selection list of new titles that are available in stock.

We will work with the Library to make sure that books being selected are of interest or are needed in the community. We will make sure that all titles are popular titles from various topics and interests. To avoid duplication, our selectors will check the library's online catalog. We will compare ISBN as well as title to make sure that the item is not already owned by the library. We also check previous invoices of material in the language to see about duplication.

Selection Lists

A number of libraries we work with prefer receiving the selection lists. They have selectors who are familiar with a language and can make the selection of the books that would be beneficial to their library. Our selectors work with the publishers to get the list of new titles that are available. When we receive the new books, we put the information together for our customers. Typically, the selection lists have the

following information: ISBN, Title, Author, Subject, Year of publication, OCLC #, Price for the item
The books will be new adult and children's books in various subjects. We can also customize the list to meet the libraries needs. We provide these lists in Excel format for ease of sorting the information. Currently our selection lists are the most up-to-date form of receiving the information. There is a lag between our selection lists and the website. Multilingual material come and go very quickly. We do our best to post items available on our website.

Website

The library can make a selection of items from our website. All the materials we carry are available on our website at www.mcbv.com and are organized by language, format and audience. MCBV includes the latest materials on the website. Information on foreign language materials is limited, but MCBV does its best to include as much product description as it can. Library selectors can create their own account which will allow them to be able to have their own shopping carts. They will be able to isolate the language they are interested as well as the format for the materials (adult books in Spanish for example). The website is searchable by author, title, subject, format, ISBN or a combination of terms.

Orders can be placed on our website. Purchase order numbers can be assigned to the orders at checkout.

We are making improvements to the website to work better with our library customers. Some of these features include allowing for branch distribution and fund codes and the ability to import order shopping carts with brief MARC records.

MCBV does not offer any electronic books, downloadable audio books or any electronic formats.

References

LIBRARY NAME & ADDRESS	Orange County Public Libraries 1501 E. Saint Andrew Place Santa Ana, CA 92705
Contact Name	Laura Hearn
E-mail Telephone No.	laura.hearn@occr.ocgov.com 714-566-3064
Brief Description of Scope of Services	<p>We provide them with adult and children's books as well as DVDs. They purchase material in the following languages Arabic, Chinese, Hindi, Japanese, Korean, Persian, Russian, Tagalog and Vietnamese.</p> <p>For the Orange County Public Libraries, we are providing approximately 9,000 pieces per year. We are currently providing cataloguing or processing for this library. For the processing, we are covering each book with CoLibri covers.</p> <p>Orange County Public Libraries has been a regular customer for over 6 years. Approximate yearly sales for the library are \$300,000. They use an Automatic Release Plan with us.</p>
LIBRARY NAME & ADDRESS	Queens Library 89-11 Merrick Boulevard Jamaica, NY 11432
Contact Name	Ying Shieh
E-mail Telephone No.	ying.shieh@queenslibrary.org 718-990-8539
Brief Description of Scope of Services	<p>We provide them with adult and children's books as well as DVDs. We provide materials in a variety of languages such as Spanish, Arabic, Bengali, Chinese, French, Hindi, Japanese, Korean, Persian, Russian, Tagalog, Turkish and Urdu.</p> <p>Queens Library has been a regular customer for over 20 years. Approximate yearly sales for the library are \$60,000. They use an Automatic Release Plan with us.</p>

LIBRARY NAME & ADDRESS	Phoenix Public Library 1221 N. Central Avenue Phoenix, AZ 85004
Contact Name	Jeriann Thacker
E-mail Telephone No.	jeriann.thacker@phoenix.gov 602-495-5403
Brief Description of Scope of Services	<p>The Phoenix Public Library is located in Phoenix, Arizona. They have worked with us for about 10 years. This library system has 17 branches and serves a population of just over 1.5 million.</p> <p>We have a standing order set up with the library. They trust us with the selection of adult and juvenile books. We send out regular shipments monthly. They purchase materials in many of the languages of India, including Hindi, Tamil, Malayalam and Telugu. They also order items in Spanish, Vietnamese as well as other Asian languages and European languages. We provide cataloging for all material ordered. Their budget is about \$60,000.00.</p>

LIBRARY NAME & ADDRESS	Gwinnett County Public Library 4994 Lawrenceville Highway Lilburn, GA 30047-4912
Contact Name	Jenny LaJeunesse
E-mail Telephone No.	jlajeunesse@gwinnettpl.org (770) 822-5330
Brief Description of Scope of Services	<p>The Gwinnett County Public Library is located in Georgia. MCBV has worked with them for just over 5 years. The system consists of 15 libraries and serves a population of almost 900,000 people.</p> <p>They purchase materials throughout the year. They place budget orders (ARP orders) and rely on us to make the selection for them of adult and juvenile books. They purchase materials in Chinese, French, Korean, Spanish, Vietnamese and other languages. All materials are ordered using separate purchase orders. We also provide cataloging for all languages. Their budget is about \$40,000.00.</p>

Scope of Services

Spanish Material Services

Guadalajara Book Fair – FIL

Multi-Cultural Books & Videos has an ongoing working relationship with the San Antonio Public Library. We worked with the library for a number of years. We have been able to provide Spanish language books and media for the library. We have also provided books in other foreign languages.

Every year, Multi-Cultural Books & Videos attends Feria Internacional del Libro (FIL) in Guadalajara, Mexico. This is an international book fair predominately dealing with Spanish books. We have now been attending FIL for over 25 years. We have staff on site that helps our customers to navigate the fair and We have had a number of libraries who are very pleased with our service.

While at the book fair, there are a number of publishers that attend from countries such as Mexico, Spain, Costa Rica, Honduras, Columbia, Peru, Argentina and others. We offer a few unique services for our customers who attend FIL:

- We provide a Spanish-speaking staff member who will go with you. This staff member is knowledgeable about the book fair and the types of publishers who attend
- All customers are free to go to any publisher of their choice from any country. We schedule book presentations with the publishers so our customers are informed of the latest books available.
- Our staff member keeps track of the material selected. This helps to give an idea of the budget spent while at the fair.
- All books are shipped from Mexico to our office in Michigan. From there we double check to make sure all books have arrived. Once this is done, we invoice our customers in US funds and ship from our office to our customer.
- We have a quick delivery time for the books.

Having a satellite office in Mexico allows us to get the latest books that are available on the market. We have regular shipments of items from Mexico. We are able to keep on top of the latest publications from both Spain and Mexico this way.

Specifications

Inventory and Speed of Delivery

Multi-Cultural Books & Videos will provide a comprehensive spectrum of Spanish language books and media in the quantities required by the San Antonio Public Library. We carry a good stock of titles. We will make delivery of the goods as soon as possible. Books selected at the book fair in Mexico are collected and sent to our Michigan office. We then send them to SAPL as soon as they have been processed. If the delivery is more than 10 business days, we will be in contact with the Library to inform them of this.

Ordering

Multi-Cultural Books & Videos understands that SAPL will be purchasing mostly Spanish language books and media. We understand that the order will be cancelled if not received within 90 calendar days of the purchase order date. We are able to provide other language books as required by the library.

Invoicing

Multi-Cultural Books & Videos will submit separate invoices for each purchase order. All shipments sent will include one copy of the invoice. The invoice will have all requirements as listed in the RFO document. Cartons that contain invoices will be marked clearly.

If there are any issues with the invoice, MCBV will revise the invoice. If a credit is needed, a credit memo will be issued to the library

Shipping and Delivery

Delivery of material will be to the library at the address given in the RFO document. Our shipping cost is 15% of the total order cost. This is our standard shipping rate. This will be itemized separately on the invoice. All shipments will be delivered by UPS. No box will weigh more than 35 pounds. Each box will have a label giving the purchase order number, number of boxes as well as the contents of the box.

Each box will be packed accordingly to keep contents from being damaged. Each shipment will include an invoice listing all titles being shipped. All copies ordered for a title will be sent together in one shipment.

Returns

Multi-Cultural Books & Videos guarantee 100% satisfaction with all our products and services. Should the library be dissatisfied with any item or service for any reason, please contact your project manager, Joel Samuel, by phone at 800-567-2220, or by email at service@mcbv.com. He will respond to your concerns within one business day and suggest some possible solutions, including replacement of the same title, substitution of a different, but comparable title, or return of the incorrect item for a credit memo.

MCBV will pay all shipping costs for the return of damaged, defective or incorrectly shipped items. The item will be replaced accordingly if available.

Attachments

Attachment B – Sole Source Document



Multicultural Books & Videos

1594 Caille Avenue
Belle River, Ontario, Canada N0R 1A0
Tel: (519) 727-4155
Fax: (519) 727-4199

30007 John R Road
Madison Heights, Michigan U.S.A. 48071
Tel: (248) 556-7959
Fax: (248) 556-7964

June 6, 2024

Troy Hoyles
Library Services Manager
San Antonio Public Library
600 Soledad
San Antonio, TX 78205

Dear Mr. Hoyles,

For 35 years, Multi-Cultural Books & Videos has been a one-stop source for world language materials in North America. We are able to provide books, DVDs and CDs in various foreign languages including European languages (French, Spanish, German, Italian, Russian), languages from India (Hindi, Punjabi, Gujarati, Urdu, Tamil, Bengali), East Asian languages (Chinese, Korean, Japanese, Vietnamese) and many more. We are able to purchase books from many Hispanic countries. We only deal with foreign language material.

Our multi-lingual and multi-cultural staff has years of experience assisting in the selection of new, popular materials. In addition, our cataloging and processing department has highly qualified, experienced catalogers in-house which can provide high quality full-level MARC records as well as full shelf ready processing of materials.

We have developed relationships with publishers from all over the world to bring these materials to North America. To the best of our knowledge, no other vendor in the United States or Canada can supply these materials. Our cataloging department has expertise to produce full level MARC records for non-English material. There is no other company that can provide the acquisition of material in so many languages as well as the proficiency to catalog these non-English items.

We also attend the book fair in Mexico (FIL in Guadalajara, Mexico). We are a sole source vendor who can provide books from the book fair. We provide the following to our customers who attend:

- We provide a staff member who will go with the librarian as they are selecting the books. They will track the material that has been selected. We will then pick up selected books from the fair. They will be shipped to our office in the United States.
- We will provide an invoice in U.S. funds. We will convert exact Peso price of the book into U.S. dollars.
- We provide quick delivery of the books to the library from our office in the United States.

There will be a fee for our service as well as shipping costs from our office in Michigan to the library. This will be determined before FIL.

WORLD LANGUAGE DVDS, CD'S & BOOKS



Multicultural Books & Videos

1594 Caille Avenue
Belle River, Ontario, Canada N0R 1A0
Tel: (519) 727-4155
Fax: (519) 727-4199

30007 John R Road
Madison Heights, Michigan U.S.A. 48071
Tel: (248) 556-7959
Fax: (248) 556-7964

If you have any questions about our products or services, please feel free to contact us.
Thank you for your interest in working with our company.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Joel Samuel', written in a cursive style.

Joel Samuel
Multi-Cultural Books and Video

WORLD LANGUAGE DVDS, CD'S & BOOKS



ADDENDUM I

SUBJECT: Request for Offer (RFO 6100018357), Request for Offer for Multicultural Books & Videos
Scheduled to Open: September 10, 2024; Date of Issue: September 06, 2024

FROM: Shelly Reynolds, Procurement Manager

DATE: September 10, 2024

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

THE ABOVE-MENTIONED REQUEST FOR OFFER BID IS HEREBY AMENDED AS FOLLOWS:

THE OPENING DATE IS HEREBY EXTENDED TO SEPTEMBER 13, 2024, AT 10:00 AM CST

Shelly Reynolds

Shelly Reynolds Procurement Manager
Finance Department, Procurement Division

SR/fw



ADDENDUM II

SUBJECT: Request for Offer (RFO 6100018357), Request for Offer for Multicultural Books & Videos
Scheduled to Open: September 10, 2024; Date of Issue: September 06, 2024

FROM: Regina Leal-Vandervort, Procurement Manager

DATE: September 12, 2024

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED REQUEST FOR OFFER
THE ABOVE-MENTIONED REQUEST FOR OFFER BID IS HEREBY AMENDED AS FOLLOWS:
THE OPENING DATE IS HEREBY EXTENDED TO SEPTEMBER 17, 2024, AT 10:00 AM CST**


Regina Leal-Vandervort Procurement Manager
Finance Department, Procurement Division

RV/fv



ADDENDUM III

SUBJECT: Request for Offer (RFO 6100018357), Request for Offer for Multicultural Books & Videos,
FROM: Jennifer Johnson, Procurement Administrator
DATE: September 24, 2024

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. III – TO THE ABOVE REFERENCED REQUEST FOR OFFER
THE ABOVE-MENTIONED REQUEST FOR OFFER IS HEREBY MODIFIED AS FOLLOWS:**

1. **MODIFY:** RFO Document Section 004 – Specifications / Scope of Services:

Section 004 is changed to read:

The City of San Antonio is requesting an offer from Multi-Cultural Books & Videos for the purchase and delivery of Spanish language books and media such as DVD's and other formats. These items will support the collections of the San Antonio Public Library (SAPL).

NOTE:

This item is being purchased as a Sole Source according to the provisions of Texas Local Government Code 252.022.07. No other source can supply the items listed nor can any comparable item fulfill the same requirements. Vendor acknowledges, with their signature, that all items offered are considered a Sole Source.

GENERAL REQUIREMENTS

The City of San Antonio Library Department utilizes the Innovative Interfaces, Inc. Millennium Integrated Library System for acquisitions, serials management, circulation, cataloging and the online public access catalog.

SPECIFICATIONS

- 1 INVENTORY AND SPEED OF DELIVERY

Vendor must provide a comprehensive spectrum of Spanish language books and media in quantities to meet the needs of a large, multi-branch public library system. Vendor shall make delivery of the goods as soon as possible, but no later than 10 business days of the issuance of the City's purchase order, unless otherwise agreed to by the Parties in writing.

2. ORDERING

The bulk of orders will be for Spanish language books and media; other world language books and media may comprise of approximately 10% of all orders.

SAPL will cancel orders from the Vendor that are not received at the Library within 90 calendar days of the purchase order date.

3 INVOICING

Libraries in the State of Texas are exempt from any out-of-state tax on the purchase of books and from the Texas State Sales and Use Tax. Certificate of Exemption shall be provided by the City upon request.

Separate invoices for each purchase order are required.

Vendor shall submit one (1) copy of each invoice with each shipment with the following information on each invoice:

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

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.

Cartons that contain invoices must be marked “Invoice Enclosed.”

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

In the event of an error requiring the Library to receive credit, the Vendor shall issue a credit memo in writing. Vendor must meet the City’s payment specifications:

Acceptable payment by a City of San Antonio issued check and/or electronic funds transfer.

4. SHIPPING AND DELIVERY

The majority of orders will be delivered to: Processing Unit, San Antonio Public Library, 600 Soledad Street, San Antonio, TX 78205 (Central Library). Shipping and handling costs shall not exceed 3% total order cost; be paid by the City; and itemized separately on the invoice. Vendor must meet the following shipping requirements:

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

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.

The shipping label on each carton will show the Library’s purchase order number/name, weight of the carton and the shipper’s tracking number.

Materials will be packed adequately to prevent damage in transit. Cartons will be properly sealed to meet or exceed recommendations and requirements of the U.S. Postal Service to ensure their arrival in excellent condition.

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

Vendor shall furnish the total number of copies ordered of any one individual title in one shipment and fill orders for multi-volume sets in one shipment unless doing so would delay the shipment by more than 5 days. In the situation the Vendor’s representative will contact the Acquisitions/Serials Manager about receiving a partial shipment.

5 RETURNS

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.

Unless otherwise specified, all items will be guaranteed for a minimum period of 120 days against defect in material and workmanship. During this period, if a defect is found and it is determined by SAPL, in its sole discretion, not to be caused by misuse, the vendor shall replace the item free-of-charge to SAPL within 30 days of the request.

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

Vendor must pay shipping costs for the return of damaged, defective or incorrectly shipped items (for example, wrong title, wrong quantity, duplicate shipments) and automatically reorder correct titles for SAPL unless told otherwise. Upon request of SAPL, Vendor should issue a UPS call tag or the equivalent.

2. **MODIFY:** RFO Document Section 005 – SUPPLEMENTAL TERMS & CONDITIONS

Section 005 is changed to read:

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or February 1, 2025, whichever is later, and terminate on January 31, 2028.

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, therefore.

Temporary Short-Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three (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.

Force Majeure.

Should performance of any obligation created under this Agreement become illegal or impossible by reason of fire, flood, storm, epidemic, pandemic, or other national or regional emergency, act of God, governmental authority, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to remove the cause of force majeure.

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 RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. 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.

Insurance.

Prior to the commencement of any work under this Agreement, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Library Department. The certificate must be:

- clearly labeled with the name of the agreement 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 RFO, CONTRACTOR 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.

CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR'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 CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$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. Independent Contractors*	For Bodily Injury and Property Damage of \$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
*If Applicable	

CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. CONTRACTOR 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. CONTRACTOR must comply with such requests within 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 899966
San Antonio, Texas 78283-3966

CONTRACTOR'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, CONTRACTOR shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CONTRACTOR'S performance should there be a lapse in coverage at any time during this 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 CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.

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

CONTRACTOR'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.

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

Undisclosed Features. Vendor warrants that the code and software provided to the City of San Antonio under this agreement does not contain any undisclosed features or functions that would impair or might impair the City's use of the equipment, code or software. Specifically, but without limiting the previous representation, Vendor warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar routine. This Agreement shall not now nor will it hereafter be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law. Vendor specifically disclaims any unilateral self-help remedies.

Intellectual Property.

Vendor shall pay all royalties and licensing fees. Vendor shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, trade secrets, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Vendor has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third-party claims that the program(s), hardware or both the program(s) and the hardware or any other intellectual property infringe upon any United States or International patent, copyright or trademark, Vendor will immediately:

Obtain, at Vendor's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, both the programs and hardware or any other intellectual property as the case may be, or

Alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated; and

Reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Vendor further agrees to

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent, copyright, trademark or any other intellectual property rights arising from the use and/or sale of the equipment or software under this Agreement,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

indemnify the City against any monetary damages and/or costs awarded in such suit; provided that

Vendor is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Vendor agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Vendor or as modified without the permission of Vendor, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of the City's negligent act or omission, and

the City promptly provide Vendor with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Vendor assumes responsibility under this section.

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 – Price Schedule

Attachment B – Sole source Documentation

Attachment C – Form 1295

Acknowledged and Agreed:

Company Name Multi-Cultural Books & Videos

Address 30007 John R Road

City/State/Zip Code Madison Heights, MI 48071

Signature: 

Date: October 1, 2024

Regina Leal-Vanderwort on behalf of

Jennifer Johnson
Procurement Administrator
Finance Department - Purchasing Division



ADDENDUM IV

SUBJECT: Request for Offer (RFO 6100018357), Annual Contract for Multicultural Books & Videos - SAPL
FROM: Jennifer Johnson, Procurement Administrator
DATE: December 5, 2024

THIS NOTICE SHALL SERVE AS ADDENDUM NO. IV – TO THE ABOVE REFERENCED REQUEST FOR OFFER
THE ABOVE-MENTIONED REQUEST FOR OFFER IS HEREBY MODIFIED AS FOLLOWS:

- 1. **MODIFY:** RFO Document Section 004 – Specifications / Scope of Services, 4. Shipping and Delivery, the first paragraph is changed to read:

The majority of orders will be delivered to: Processing Unit, San Antonio Public Library, 600 Soledad Street, San Antonio, TX 78205 (Central Library). Shipping and handling costs shall be reasonable and ordinary market rates and not exceed 15% of the total order cost which will be paid by the City and itemized separately on the invoice by Vendor. Vendor must meet the following shipping requirements:

Jennifer Johnson

Jennifer Johnson
Procurement Administrator
Finance Department - Purchasing Division

Acknowledged and Agreed:

Company Name Multi-Cultural Books & Videos

Address 30007 John R Road

City/State/Zip Code Madison Heights, MI 48071

Signature: *[Handwritten Signature]*

Date: December 5, 2024