CITY OF SAN ANTONIO

SAN ANTONIO PUBLIC LIBRARY



REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")

for

ANNUAL CONTRACT FOR AUTOMATED CATALOGING SERVICES

RFCSP 61006568 V2 LOG 015-99

Release Date: 09/30/2015 Proposals Due: 11/2/2015

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Respondent shall submit one original hardcopy, signed in ink, and twelve (12) hardcopies of the proposal an compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly mark project name, "TITLE OF SOLICITATION", RFCSP 61Number, on the front of the package	ked with the
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003 BACKGROUND

The City of San Antonio ("City") is soliciting bids for a Vendor to provide Automated Cataloging Services for the San Antonio Public Library ("Library") according to the specifications listed herein.

The San Antonio Public Library system consists of a Central Library and 26 branches, one of which is a joint public/school library. The Library's service population is over 1.8 million and there are over 921,000 registered borrowers.

The Library uses Innovative Interfaces' Millennium integrated library system for cataloging, circulation, Web OPAC, acquisitions and serials.

As of September 10, 2015 the Library had 569,697 bibliographic records and 453,830 authority records in its database.

The Library adds approximately 35,000 new titles per year in print and media formats plus 20,000-22,000 electronic resources. Approximately 30 percent of the Library's print and media acquisitions are cataloged and processed by vendors and the rest are cataloged and processed in-house. The Library's current major vendors are Baker & Taylor for print and Midwest Tape for media.

Scope

The City of San Antonio is soliciting bids for a Vendor to provide Automated Cataloging Services for the San Antonio Public Library according to the specifications listed herein.

Specifications

Features desired of Vendor's automated cataloging services include:

- 1. Access to Vendor's bibliographic and authority databases via Web browser and/or Windows-based client software.
 - 1a. Database of bibliographic records must be in Machine Readable Cataloging (MARC) format and contain MARC records for multiple formats including but not limited to books, continuing resources, sound recordings, visual materials, maps, music scores, computer files, electronic resources, and mixed materials as well as materials in multiple languages.
 - 1b. Database of authority records must be in MARC format and contain authority records for names (personal, corporate, and conference), subjects, genres, geographic headings, and uniform titles.
- 2. Allow the Library to search for, create, and edit bibliographic and authority records in MARC format including records created according to the Anglo-American Cataloging Rules, 2nd ed. Revised (AACR2) or Resource Description and Access (RDA).
- 3. Provide a variety of search methods including but not limited to ISBN and other standard numbers, author, title, series, and keyword.
- 4. Provide the capability to validate MARC coding and identify errors.
- 5. Provide context-sensitive help.
- 6. Allow the Library to export MARC bibliographic and authority records from the Vendor's database to the Library's Millennium integrated library system interactively record-by-record and by batch.
- 7. Allow the Library to add and delete its holdings in the Vendor's bibliographic database as well as allow the Library to maintain its holdings on an interactive, record-by-record basis or in batch.
- 8. Provide the capability to batch edit files of MARC records.
- 9. Provide a notification service by which the Vendor will provide the Library with upgraded bibliographic records on which the Library has set holdings. The notification service must include, but not be limited to, Cataloging-in-Publication (CIP) records that have been upgraded to full status and records to which Contents Notes (MARC tag 505) and/or Summary Notes (MARC tag 520) have been added.
- 10. The Vendor must be able to work with the Library's major print and media vendors to provide bibliographic records for shelf-ready materials cataloged and processed by these vendors.
- 11. The Vendor must provide technical support 24 hours per day, 7 days per week, 365 days per year via phone and email at no additional cost to the City.
- 12. The Library is committed to participate in the statewide Texas Group Catalog interlibrary loan program. As a participant in the Texas Group Catalog, the Library must maintain its current holdings in the WorldCat database.
 - 12a. Vendor will offer a service to maintain the Library's current holdings in the WorldCat database. Vendor must indicate if the service is included as part of a full cataloging subscription and/or is available as a standalone service. If it is available as a standalone service, Vendor must indicate pricing in the Price Schedule.
 - 12b. Vendor will process records to set and cancel holdings for the Library via batchload with MARC21 input. Vendor will accept batch files from the Library monthly. Vendor will indicate if batch files can be sent at other frequencies including but not limited to weekly, quarterly, and annually.

- 12c. The Library will provide files using either OCLC number, ISBN, ISSN or LCCN as identifiers.
- 12d. Vendor will provide reports to the Library including the following:
 - a) A cross reference report that includes the Millennium system number and the corresponding Bibliographic Utility number for each record processed.
 - b) A summary report of the results of processing for each file.
- 12e. Vendor will archive the records submitted by the Library for the holdings registration service.

STANDARD REQUIREMENTS:

1. Prices must remain firm for the duration of the contract period.

005 ADDITIONAL REQUIREMENTS

<u>Statutory Requirements</u>. Exceptions to the following provisions and exhibits by Respondent and/or their agent will lead to automatic disqualification of Respondent's proposal from consideration.

Sections: Venue, Jurisdiction and Arbitration Intellectual Property Undisclosed Features Ownership and Licenses Certifications Acceptance Criteria (if required)

Exhibits:

Insurance Requirements Indemnification Requirements

<u>Venue, Jurisdiction and Arbitration</u>. For any dispute or claim arising under the award of a contract for this proposal, venue shall be in Bexar County, Texas, and the laws of the State of Texas shall apply. The City will not contractually agree to engage in binding arbitration and will not contractually agree to relinquish its right to a trial by jury.

Intellectual Property. If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent 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 Respondent 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, Respondent will immediately:

Either:

Obtain, at Respondent'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.

Respondent 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:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent 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 Respondent or as modified without the permission of Respondent, 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 Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

<u>Undisclosed Features</u>. CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR specifically disclaims any unilateral self-help remedies.

Ownership and Licenses.

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government 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 and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFCSP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

<u>Certifications</u>. Respondent warrants and certifies that Respondent 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.

006 TERM OF CONTRACT

A contract awarded in response to this RFCSP will be for a three (3) year period. The City shall have the option to renew for an additional two (2), one (1) year periods without additional City Council approval.

Temporary Short Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

007 PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at Central Library, 4th Floor Library Conference Room, 600 Soledad, San Antonio, TX 78205 at 10:00 a.m., Central Time, on October 12, 2015. Respondents are encouraged to prepare and submit their questions in writing five calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. The 4th Floor Library Conference Room is wheelchair accessible. The accessible entrance is located at the main entrance to the Central Library. Accessible parking spaces are located at adjacent Parking Garage with entrance via Soledad street. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Conference Bridge: Toll-Free: 1-855-850-2672

Pass code: 990 897 974

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

008 PROPOSAL REQUIREMENTS

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

Respondent shall submit one original hardcopy, signed in ink, and twelve (12) hardcopies of the proposal and one (1) compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "AUTOMATED CATALOGING SERVICES", RFCSP 6100006568, on the front of the package.

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

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<u>PROPOSAL</u>. Prepare and submit the Proposal based on the requirements stated in the RFCSP and include as Attachment A, Part Three.

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

<u>CONTRACTS DISCLOSURE FORM</u>. Use the Form in RFCSP Attachment B which is posted separately or Respondent may download a copy at:

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

Instructions for completing the Contracts Disclosure form:

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

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

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

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

ADDITIONAL PROJECT DOCUMENTS. Complete and return as Attachment as indicated below:

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

VOSBPP TRACKING FORM.

Complete and return as Attachment G.

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

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

<u>FINANCIAL INFORMATION</u>. Due to the anticipated investment and length of resultant contract between the parties, audited financial statements are preferred. In the event audited financial statements are not available, state the reason why. If audited financial statements are not available, respondents may submit other financial statement(s) or documentation, such as a Trial Balance Income Statement along with the most recent Annual Tax Submission, that validates and ensures the long term financial viability of the organization. Failure to provide requested information may impact your firm's final score.

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

009 CHANGES TO RFCSP

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

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

010 SUBMISSION OF PROPOSALS

Proposals may be submitted electronically though the portal or in hard copy format.

Submission of Hard Copy Proposals.

Respondent shall submit one original hardcopy, signed in ink, and twelve (12) hardcopies of the proposal and one (1) compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "AUTOMATED CATALOGING SERVICES", RFCSP 61006568, on the front of the package.

Proposals must be received in the City Clerk's Office no later than 2:00 p.m., Central Time, on 11/02/2015 at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

<u>Mailing Address:</u> City Clerk's Office Attn: IT Procurement Office (Finance Department) P.O. Box 839966 San Antonio, Texas 78283-3966

<u>Physical Address:</u> City Clerk's Office Attn: IT Procurement Office (Finance Department) 100 Military Plaza 2nd Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

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

<u>Proposal Format</u>. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed *one-sided or two-sided* [select one]. Margins shall be no less than 1" around the perimeter of each page. A proposal response to RFCSP Attachment A – Respondent Questionnaire form may not exceed 80 pages pages in length. Websites, or URLs shall not be submitted in lieu of the printed proposal. Each proposal must include the sections and attachments in the sequence listed in the RFCSP Attachment G, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, divided by tabs and indexed in a Table of Contents page. For electronic submissions, on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

<u>Modified Proposals</u>. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same manner as original proposal. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

Correct Legal Name.

Respondents who submit proposals to this RFCSP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company

Respondents shall include the 11-digit Comptroller's Taxpayer Number on the Respondent Questionnaire form found in this RFCSP as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of the San Antonio Library Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

<u>Firm Offer</u>. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one-hundred and eighty days (180) following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

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

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

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

Changes that do not involve an increase in contract price may be made by the City's Chief Technology Officer (CTO).

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

<u>Travel and Related Expenses.</u> City of San Antonio (City) Administrative Directive (AD) 8.31 establishes uniform procedures for the processing of requests for travel authorization, advances and reimbursements, identifies travel expenses eligible for payment and establishes proper accounting for all travel-related expenses for City. AD 8.31 is included by reference in this solicitation as Exhibit 2.

Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by City shall not exceed the amounts authorized by the current GSA Travel Regulations per diem. <u>http://www.gsa.gov/portal/category/100120</u> Travel time may not be included as part of the amounts payable by Customer for any services rendered under the Contract. Air transportation shall be booked at the lowest available fare available at the time. Anticipated travel expenses must be pre-approved in writing by City.

The City has provided forms as examples to be used for reporting expenses for reimbursement in Exhibit 3. The City requires that all receipts be attached to the reimbursement request forms for proper verification and processing. Forms Attached as Exhibit 3 are: 1) Personal Vehicle Mileage Record, 2) Travel Authorization and 3) Travel & Miscellaneous Expense Report. Customer may use their own forms for reporting travel expenses that provide the same information requested in the forms found in Exhibit 3.

<u>Confidential or Proprietary Information</u>. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order. Respondent acknowledge that exemptions to Public Information Act requests may require a brief to be submitted to the Texas Attorney General explaining why the claimed exceptions apply to the information in issue. The City shall not be obligated to submit the brief supporting those claimed exceptions. Respondent shall be solely responsible for submitting the brief and the documents in issue to the Texas Attorney General.

<u>Cost of Proposal</u>. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

011 RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFCSP or proposals from the time the RFCSP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFCSP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

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

Respondents may submit written questions concerning this RFCSP to the Staff Contact Person listed below until **2:00 p.m.**, Central Time, on **Day**, **10/16/2015**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail or through the portal.

Tony Aguilar, Procurement Specialist II City of San Antonio, Finance Department tony.aguilar@sanantonio.gov

Questions submitted and the City's responses will be posted with this solicitation.

Respondents and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The point of contact, Leticia Callanen, may be reached by telephone at (210) 207-3996 or by e-mail at Leticia.Callanen@sanantonio.gov. Contacting the Small Business Office regarding this RFCSP after the proposal due date is not permitted.

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

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

012 EVALUATION CRITERIA

City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. City may appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Criteria to be evaluated will include the items listed below. In accordance with §252.042, Texas Local Government Code, the selection committee may select all, some or none of the respondents who are judged to be reasonably qualified for award of the contract for interviews. Should the City elect to conduct interviews, selection for interviews will be based on initial scoring, prior to interviewing. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and rescored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent, or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Evaluation criteria:

Proposed Solution (50 points)

Experience, Background, Qualifications (30 points)

Pricing (20 points)

013 AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one, more than one or no contract(s) in response to this RFCSP.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Proposal in whole or in part. However, final selection of a Respondent is subject to City Council approval.

City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFCSP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFCSP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFCSP process.

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award, incorporating the terms and conditions of this RFCSP. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFCSP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot execute a contract within the time specified, City reserves the right to terminate contract discussions with the selected Respondent and commence contract discussions with another Respondent.

This RFCSP does not commit City to enter into a Contract, award any services related to this RFCSP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein. If Respondent takes exception to the terms and conditions of this RFCSP, the City may deem the Respondent non-responsive and not evaluate their proposal.

The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAPgenerated contract and purchase order numbers that shall be provided by the City.

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

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Discretionary Contracts Disclosure – form may be found online at https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf.)

<u>Independent Contractor</u>. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

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

014 ACCEPTANCE CRITERIA

All deliverables submitted to the City hereunder shall be submitted to a designated City employee for approval and that such deliverables comply in all material respects with the requirements as set forth in a Statement of Work.

In the event of any nonconformity or nonfunctionality of deliverables, the City shall provide Respondent written notification within 14 days of delivery. Upon receipt of such notice of nonconformity or nonfunctionality, Respondent shall have 14 days to cure the nonconformity or nonfunctionality.

Upon delivery of the cure, the City will have 14 days to evaluate and determine if such cure is acceptable. In the event the Deliverable remains unacceptable, the City will provide a second notice of nonconformity or nonfunctionality of the system within 30 days of delivery. Respondent shall have an additional 14 days to cure the nonconformity or nonfunctionality.

Upon delivery of the cure, the City will have 14 days to evaluate and determine if such cure is acceptable. In the event the Deliverable remains unacceptable the City will provide Respondent with a third notice of any nonconformity or nonfunctionality of the system and Respondent will forfeit 50% of retained balances on hold with the City at the time the third notice is provided to Respondent.

A retainage in the amount of 10% of the deliverable price shall be held by the City, to be paid upon final acceptance. The City Project Team will review, approve, and sign off on the deliverable. Upon acceptance of each milestone, the Contractor will be paid 90% of the agreed upon milestone.

Upon final acceptance, Contractor shall invoice the City for the 10% final acceptance hold-back payment.

015 SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFCSP:

RFCSP Release	09/30/2015
Pre-Submittal Conference	Monday, 10/12/2015 at 10:00 AM. Central Time
Final Questions Accepted	Friday, 10/16/2015 at 2:00 PM. Central Time
Proposal Due	Monday, 11/2/2015 at 2:00 PM. Central Time

RFCSP EXHIBIT 1

INSURANCE REQUIREMENTS

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

INSURANCE

A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the <u>City's Finance Department</u>, which shall be clearly labeled "<u>Automated Cataloging Services 6100006568</u>015-099" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

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

TYPE	AMOUNTS
 Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury 	For <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

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

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Respondent shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Respondent shall pay any costs incurred resulting from provision of said documents.

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as <u>additional</u> <u>insureds</u> by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

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

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

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

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

INDEMNIFICATION REQUIREMENTS

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

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, 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 RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

•

SERVICE LEVEL AGREEMENT

ATTACHED AS A SEPERATE DOCUMENT

CITY SECURITY POLICIES

Respondent shall identify any components within the proposed solution that do not meet CoSA Security standards (NIST 800-53A minimum requirements. Refer to link below for NIST 800-53A.

http://csrc.nist.gov/publications/nistpubs/800-53-rev4/sp800-53r4_summary.pdf

NON-DISCRIMINATION

Non-Discrimination. As a party to this contract, {Contractor or 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, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

019 RFCSP ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

RESPONDENT QUESTIONNAIRE

(NOTE: Co-Respondents a are not Co-Respondents an	re two or more entities proposing a	information regarding the Respondent. as a team or joint venture with each signing the cont f this proposal includes Co-Respondents, provide the ional block(s) before Item #2.)	ract, if awarded. Sub-contractors a required information in this Item
Respondent Name: (NOTE: Give exact legal na	me as it will appear on the contrac	ct, if awarded.)	
Principal Address:			
City:	State:	Zip Code:	
Telephone No		Fax No:	
Website address:			
Year established:			
Provide the number of	years in business under pre	esent name:	
Social Security Number	er or Federal Employer Iden	tification Number:	
Texas Comptroller's T (NOTE: This 11-digit numb	axpayer Number, if applicate ar is sometimes referred to as the o	ble: Comptroller's TIN or TID.)	_
DUNS NUMBER:			
Individual or Sole Pro Partnership Corporation If of Also, check one:	pprietorship If checked, list Assum	omesticForeign	
Printed Name of Contr Job Title:	act Signatory: 		d as "High Profile". Therefore,
		nt has operated within the last 10 years a	nd length of time under for
Provide address of off	ce from which this project w	vould be managed: Zip Code:	
Telephone No		Fax No:	_
Annual Revenue: \$			
Total Number of Empl	oyees:		

Total Number of Cur	rrent Clients/Customers:		
Briefly describe othe	r lines of business that the com	npany is directly or indirectly affiliated with	:
List Related Compar			
Contact Information meetings.	n: List the one person who the	e City may contact concerning your propos	al or setting dates
Name:	Title	2:	
Address:			
City:	State:	Zip Code:	
Telephone No		_ Fax No:	_
Email:			
Yes No	If "Yes", list authorizatio	ons/licenses.	
Where is the Respon	ndent's corporate beadquarters	s located?	
	ident's corporate neadquarters		
Local/County Operation	ation: Does the Respondent h	have an office located in San Antonio, Texa	
Yes No			as?
a. How long has the	If "Yes", respond to a ar	nd b below:	as?
-	-	nd b below: ness from its San Antonio office?	as?
Years	-		as?
	e Respondent conducted busin	ness from its San Antonio office?	as?
b. State the numbe If "No", indicate if Re	e Respondent conducted busin Months er of full-time employees at the espondent has an office located	ness from its San Antonio office? San Antonio office. d within Bexar County, Texas:	as?
b. State the numbe	e Respondent conducted busin Months er of full-time employees at the	ness from its San Antonio office? San Antonio office. d within Bexar County, Texas:	as?
 b. State the number If "No", indicate if Re Yes No 	e Respondent conducted busin Months er of full-time employees at the espondent has an office located o If "Yes", respond to	ness from its San Antonio office? San Antonio office. d within Bexar County, Texas:	as?

- d. State the number of full-time employees at the Bexar County office.
- **7. Debarment/Suspension Information**: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

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

8. Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?

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

9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

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

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

11. Previous Contracts:

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

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

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

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

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

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

REFERENCES

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

Contact Name:	т	ïtle:
Address:		
City:	State:	Zip Code:
Telephone No	Fax N	lo:
Date and Type of Service(s) Prov	vided:	
Contact Email Address:		
eference No. 2: Firm/Company Name		
Contact Name:	Т	ïtle:
Address:		
City:	State:	Zip Code:
Telephone No	Fax N	lo:
Date and Type of Service(s) Prov	vided:	
Contact Email Address:		
eference No. 3: Firm/Company Name		
Contact Name:	Т	itle:
Address:		
City:	State:	Zip Code:
Telephone No	Fax N	lo:

RFCSP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

- 1. Length of time in business performing these types of services:
- 2. Length of time in business performing these types of services for major sports and/or entertainment facilities, if any:
- 3. Fully describe your company and experience as it relates to the following:
 - a. History of successful and stable company operation for a period of at least three (3) years.
 - b. History of past relations or agreements with the City.
 - c. History of past relations or agreements with other governmental entities.
- 4. Describe Contractor's experience relevant to the Scope of Services in this RFCSP, to include the following:
 - a. Indicate the number of years Contractor has provided similar services as defined in this RFCSP.
 - b. List and describe relevant contracts of similar size and scope performed over the past five (5) years. .
 - c. List any accounts in which Contractor is a majority provider, but does not have a contract
 - d. Indicate the number of labor disputes within the past five (5) years in which the Contractor's involvement resulted in a work stoppage or reduction in service level. Provide explanation detailing the circumstances for each dispute, location, and outcome.
 - e. Indicate the type of services previously provided (i.e. custodial and/or supplemental conversion/labor)
- Describe Contractor's affiliations with other convention and trade show industry service providers, such as decorator, audio/visual, or destination management companies. Include name of organization, extent of association as well as type of services provided by affiliate.
- 6. List other resources, including total number of staff, number and location of offices available to support this project.
- 7. If Contractor is bidding as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venture, and/or sub-contractors have worked together in the past.
 - a. Indicate whether Contractor's proposed subcontractors or joint venture team members have ever been terminated from a contract prior to project completion within the past ten (10) years. If yes, provide the firm name and a brief explanation.
 - b. Indicate whether Contractor's proposed subcontractors or joint venture team members have ever failed to receive a contract extension or award for eligible phase work within the past ten (10) years. If yes, provide the firm name and a brief explanation.
- 8. Identify the number, type (i.e. professional, technician, para-professional, administrative), title, residency, professional qualifications (including education, experience, licenses, certifications, registrations, associations), duties/responsibilities, and amount of time of key staff to be devoted and/or assigned to this Agreement, and relevant experience on contracts of similar size and scope. Include the following:
 - a. Principal(s) in Charge
 - b. Team Supervisor(s)
 - c. Team Members

- 9. List other resources available including number and types of equipment available to support this project.
- 10. Include with bid a complete organizational chart for Services to be performed in association with this RFCSP. Contractor shall include all sub-contractors, unions, and staffing agencies as well.
- 11. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Contractor's qualifications.
- 12. Indicate Contractor's availability. Include any present commitments that may conflict with Contractor's ability to begin immediately.

RFCSP ATTACHMENT A, PART THREE

PROPOSED PLAN

Respondent is required to provide a narrative response to the information presented in the Scope of Services as part of their Proposed Plan.

Describe the Respondent's bibliographic and authority databases. Indicate the number and types of records included in each database. Describe how the Library will access the bibliographic and authority databases.

Describe how the Respondent's service allows the Library to search for, create, and edit bibliographic and authority records in MARC format including records created according to the *Anglo-American Cataloging Rules*, 2nd ed. Revised (AACR2) or Resource Description and Access (RDA).

Describe the types of search methods available in the Respondent's system.

Describe how the Respondent's system validates MARC records and identifies MARC coding errors.

Describe how the Respondent's system provides context-sensitive help to users.

Describe the methods by which the Library will export bibliographic and authority records from the Respondent's databases to the Library's Millennium integrated library system.

Describe how the Library will add and delete its holdings in the Respondent's bibliographic database. Respondent must indicate if holdings maintenance can be done on an interactive, record-by-record basis and/or in batch.

Describe the batch editing capabilities of the Respondent's system.

Describe the Respondent's notification service by which the Respondent will provide the Library with upgraded bibliographic records on which the Library has set holdings. The notification service must include, but not be limited to, Cataloging-in-Publication (CIP) records that have been upgraded to full status and records to which Contents Notes (MARC tag 505) and/or Summary Notes (MARC tag 520) have been added.

Describe how the Respondent works with the Library's major print and media vendors to provide bibliographic records for shelf-ready materials cataloged and processed by these vendors. The Library's current major vendors are Baker & Taylor for print and Midwest Tape for media materials.

Describe how the Respondent will provide technical support.

Describe how the Respondent will accommodate the Library's commitment to participate in the Texas Group Catalog interlibrary loan program. Respondent must indicate if it provides a service to maintain holdings in the OCLC WorldCat database as part of Respondent's Automated Cataloging Services subscription or if it is available as a standalone service.

RFCSP ATTACHMENT B

CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at <u>https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf</u>. Instructions for completing the Contracts Disclosure form are listed below:

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

RFCSP ATTACHMENT C

LITIGATION DISCLOSURE FORM

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

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

Yes ____ No ___

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

Yes ____ No ____

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

)

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

RFCSP ATTACHMENT D

SUPPLEMENTAL INFORMATION RELATED TO THE STATE OF TEXAS CONFLICT OF INTEREST REQUIREMENT

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

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

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

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

PRICING SCHEDULE

Item 1: Automated Cataloging Services			
ITEM	ESTIMATED QUANTITY	PRICE	
1. INITIAL TERM OF SERVICE	Upon Award - September 30 2019	\$	
2. RENEWAL YEAR 1	October 1, 2019 – September 30, 2020	\$	
3. RENEWAL YEAR 2	October 1, 2020 – September 30, 2021	\$	

Item 2: Online Access			
ITEM	ESTIMATED QUANTITY	PRICE	
1. INITIAL TERM OF SERVICE	Upon Award - September 30 2019	\$	
2. RENEWAL YEAR 1	October 1, 2019 – September 30, 2020	\$	
3. RENEWAL YEAR 2	October 1, 2020 – September 30, 2021	\$	

Item 3: Batch Processing			
ITEM	ESTIMATED QUANTITY	PRICE	
1. INITIAL TERM OF SERVICE	Upon Award - September 30 2019	\$	
2. RENEWAL YEAR 1	October 1, 2019 – September 30, 2020	\$	
3. RENEWAL YEAR 2	October 1, 2020 – September 30, 2021	\$	

Item 4: Holding Registration			
ITEM	ESTIMATED QUANTITY	PRICE	
1. INITIAL TERM OF SERVICE	Upon Award - September 30 2019	\$	
2. RENEWAL YEAR 1	October 1, 2019 – September 30, 2020	\$	
3. RENEWAL YEAR 2	October 1, 2020 – September 30, 2021	\$	

ACCOUNT REPRESENTATIVE CONTACT INFORMATION

Vendor shall list the account representative information servicing the City's account if awarded this contract.

Name/Title:

Phone #:

Fax #:

Email:

Please complete the following:

Prompt Payment Discount: _____% ____days. (If no discount is offered, Net 30 will apply)

RFCSP ATTACHMENT F

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: http://www.sanantonio.gov/purchasing/.

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

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

IF AWARDED A CONTRACT IN RESPONSE TO THIS RFCSP, RESPONDENT CERTIFIES THAT IT IS ABLE AND WILLING TO COMPLY WITH THE VENUE, THE INSURANCE AND INDEMNIFICATION REQUIREMENTS SET OUT IN RFCSP EXHIBITS 1 & 2. A FAILURE TO COMPLY WITH THE VENUE, JURISDICTION AND ARBITRATION, INTELLECTUAL PROPERTY, UNDISCLOSED FEATURES, OWNERSHIP AND LICENSES, CERTIFICATIONS, ACCEPTANCE CRITERIA, INSURANCE AND INDEMNIFICATION REQUIREMENTS OF THIS RFCSP WILL RESULT IN REJECTION OF THE PROPOSAL. RESPONDENT UNDERSTANDS AND AGREES THAT THE TERMS CONTAINED IN THIS RFCSP ARE PART OF THE FINAL CONTRACT AND PREVAIL OVER ANY CONFLICTING TERMS IN ANY DOCUMENT FURNISHED BY RESPONDENT, EVEN IF NOT EXPRESSLY PROVIDED IN THE BODY OF THE CONTRACT.

If awarded a contract in response to this RFCSP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

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

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address:_____

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

Co-Respondent Entity Na	ame	
Signature:		
Printed Name:		
Title:		

Email Address:_____

If submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

 Co-Respondent Entity Name

 Signature:

 Printed Name:

 Title:

 Email Address:

RFCSP ATTACHMENT G

VOSBPP TRACKING FORM

Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form.

ATTACHED AS A SEPARATE DOCUMENT

RFCSP ATTACHMENT H

PROPOSAL CHECKLIST

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

	Initial to Indicate Document is Attached to Proposal
Document	
Table of Contents	
Respondent Questionnaire	
RFCSP Attachment A Part 1	
Experience, Background, Qualifications	
RFCSP Attachment A Part 2	
Proposed Plan	
RFCSP Attachment A Part 3	
Discretionary Contracts Disclosure form	
RFCSP Attachment B	
Litigation Disclosure	
RFCSP Attachment C	
Supplemental Information	
RFSP Attachment D	
Pricing Schedule	
RFCSP Attachment E	
*Signature Page	
RFCSP Attachment F	
*VOSBPP Tracking Form	
RFCSP Attachment G	
Proposal Checklist	
RFCSP Attachment H	
Proof of Insurability (See RFCSP Exhibit 1)	
Insurance Provider's Letter	
Copy of Current Certificate of Insurance	
Financial Information	
One (1) Original, Twelve (12) Copies and one (1) CD of entire	
proposal in PDF format.	

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

RFCSP ATTACHMENT F

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: http://www.sanantonio.gov/purchasing/.

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

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

IF AWARDED A CONTRACT IN RESPONSE TO THIS RFCSP, RESPONDENT CERTIFIES THAT IT IS ABLE AND WILLING TO COMPLY WITH THE VENUE, THE INSURANCE AND INDEMNIFICATION REQUIREMENTS SET OUT IN RFCSP EXHIBITS 1 & 2. A FAILURE TO COMPLY WITH THE VENUE, JURISDICTION AND ARBITRATION, INTELLECTUAL PROPERTY, UNDISCLOSED FEATURES, OWNERSHIP AND LICENSES, CERTIFICATIONS, ACCEPTANCE CRITERIA, INSURANCE AND INDEMNIFICATION REQUIREMENTS OF THIS RFCSP WILL RESULT IN REJECTION OF THE PROPOSAL. RESPONDENT UNDERSTANDS AND AGREES THAT THE TERMS CONTAINED IN THIS RFCSP ARE PART OF THE FINAL CONTRACT AND PREVAIL OVER ANY CONFLICTING TERMS IN ANY DOCUMENT FURNISHED BY RESPONDENT, EVEN IF NOT EXPRESSLY PROVIDED IN THE BODY OF THE CONTRACT.

If awarded a contract in response to this RFCSP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disgualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

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

OCLC Online Computer Library Center, Inc.

Respondent Entity Name
Signature: Sunce Groced
Printed Name: Bruce A. Crocco
Title: Vice President, Library Services for the Americas
Email Address: libservices@oclc.org

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

N/A

Co-Respondent Entity Name

Printed Name: _____

Title: _____

Email Address:_____

If submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

Co-Respondent Entity Name
Signature: _____
Printed Name: _____
Title: _____

Email Address:

Pricing Schedule

Attachment E – Pricing Schedule

Item 1: Automated Cataloging Services		
ITEM	ESTIMATED QUANTITY	PRICE
1. INITIAL TERM OF SERVICE	Upon Award* -	Total 3 Year Cataloging Price: \$141,198.98**
T. INITIAL TERM OF SERVICE	E September 30 2019	OCLC Flat Rate Cataloging Credits: (\$37,770.66)
	October 1, 2019 – September 30, 2020	Cataloging: \$51,849.47**
2. RENEWAL YEAR 1		OCLC Flat Rate Cataloging Credits: (\$12,590.22)
	October 1, 2020 – September 30, 2021	Cataloging: \$54,441.95**
3. RENEWAL YEAR 2		OCLC Flat Rate Cataloging Credits: (\$12,590.22)

Item 2: Online Access		
ITEM	ESTIMATED QUANTITY	PRICE
1. INITIAL TERM OF SERVICE	Upon Award* - September 30 2019	\$26,111.23**
2. RENEWAL YEAR 1	October 1, 2019 – September 30, 2020	\$9,588.27**
3. RENEWAL YEAR 2	October 1, 2020 – September 30, 2021	\$10,067.68**

Notes:

*SAPL has an existing OCLC Cataloging subscription through June 30, 2016. Therefore, the Initial Term of Service will be July 1, 2016 – June 30, 2017 with the terms for Renewal Years 1 and 2 being July 1, 2017 – June 30, 2018 and July 1, 2018 – June 30, 2019 respectively.

**The pricing above assumes a 5% estimated annual increase. If the OCLC approved price increase for the services listed differs from the percentage included in this quote, the price will be adjusted based on the approved percentage. The price increase does not apply to flat-rate credits.

Item 3: Batch Processing			
ITEM	ESTIMATED QUANTITY	PRICE	
1. INITIAL TERM OF SERVICE	Upon Award* - September 30 2019	Included in Cataloging Subscription	
2. RENEWAL YEAR 1	October 1, 2019 – September 30, 2020	Included in Cataloging Subscription	
3. RENEWAL YEAR 2	October 1, 2020 – September 30, 2021	Included in Cataloging Subscription	

Item 4: Holding Registration – Note: Holdings registration is included the cataloging subscription however this can be purchased as a standalone service as noted on page 10 of our response.

ITEM	ESTIMATED QUANTITY	PRICE
1. INITIAL TERM OF SERVICE	Upon Award* - September 30 2019	\$96,709.24
2. RENEWAL YEAR 1	October 1, 2019 – September 30, 2020	\$35,512.46
3. RENEWAL YEAR 2	October 1, 2020 – September 30, 2021	\$37,288.09

ACCOUNT REPRESENTATIVE CONTACT INFORMATION

Vendor shall list the account representative information servicing the City's account if awarded this contract.

Name/Title: Susan Gustaveson

Phone #: 800-848-5878, x4051

Fax #:

Email: gustaves@oclc.org

Please complete the following:

Prompt Payment Discount: <u>08% for payments received within 30</u> days <u>of the invoice date</u> (If no discount is offered, Net 30 will apply)



City of San Antonio

ADDENDUM I

- SUBJECT:Request for Competitive Sealed Proposal for Annual Contract for Automated Cataloging Services (RFCSP 015-
099, 6100006568), scheduled to open: November 2, 2015; Date of Issue: September 30, 2015
- FROM: Paul J. Calapa Procurement Administrator
- DATE: October 9, 2015

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

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

 The RFCSP Pre-Submittal Conference is rescheduled for October 12, 2015, at 10:00 AM C.T. Location for Presubmittal will be held at the Central Library, 4th Floor Library Room, 600 Soledad, San Antonio, TX 78205.
 Conference Bridge:

> Phone Call In: 1-855-850-2672 Pass Code: 990 879 974

(Paul J. Galapa) Purchasing Administrator Finance Department – Procurement Division



City of San Antonio

ADDENDUM II

Request for Competitive Sealed Proposal for Annual Contract for Automated Cataloging Services (RFCSP 015-SUBJECT: 099, 6100006568), scheduled to open: November 2, 2015; Date of Issue: September 30, 2015

Paul J. Calapa FROM: Procurement Administrator

DATE: October 23, 2015

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

THE FOLLOWING OUESTIONS WERE PRESENTED VIA EMAIL PRIOR TO THE QUESTIONS DEADLINE OF FRIDAY, OCTOBER 16, 2015 2:00 PM CENTRAL TIME:

1. Question: Page 10 of the San Antonio Public Library RFCSP 6100006568 V2 for Automated Cataloging Services lists the required sequence of items for response. However, it does not include where Attachment A, Part Two ("Experience, Background, Qualifications") should appear. Please advice.

Answer: Attachment A, Part Two should appear as a narrative response after Attachment A, Part One.

2. Question: On P. 20, it notes a requirement for General Liability Insurance coverage (in the grid). But p. 21 mentions subrogation waivers for a host of other types of coverage (Workers' Comp, Employers' Liability, General Liability and Auto Liability). Is a waiver of subrogation required only for the General Liability insurance? And is such a waiver even required with our response?

Answer: Per bullet points in Exhibit 1, Insurance Requirements, a waiver of subrogation is required and an additional insured endorsement and a primary & non-contributory endorsement for the Commercial General Liability policy. This is the only coverage required for RFCSP \$100006568.

Paul J. Calapa, Purchasing Administrator

Finance Department -Procurement Division

City of San Antonio Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: RFCSP 61006568

Name of Respondent:	OCLC Online Computer Library Center, Inc.	
Physical Address:	6565 Kilgour Place	
City, State, Zip Code:	Dublin, OH 43017	
Phone Number:	800-848-5878	
Email Address:	libservices@oclc.org	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #	I	
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

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

City of San Antonio Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER/RESPONDENT'S FULL NAME:

Bruce A. Crocco (Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

Vice President, Library Services for the Americas Title

10/29/15

Date

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