

CITY OF SAN ANTONIO

LIBRARY



REQUEST FOR COMPETITIVE SEALED PROPOSAL  
("RFCSP")

for

ANNUAL CONTRACT FOR PRINT MATERIALS, CATALOGING &  
PROCESSING SERVICE – SAPL v2

RFCSP 2019-013, 6100010800

Release Date: DECEMBER 5, 2018

Proposals Due: JANUARY 16, 2019

**This solicitation has been identified as High-Profile.**

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

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

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

**\*For this solicitation, the first day contributions are prohibited is *WEDNESDAY, DECEMBER 19, 2018*. The first day contributions may be made is the 31<sup>st</sup> day after the contract is awarded at City Council "A" Session.**

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**RESTRICTIONS ON COMMUNICATIONS**

In accordance with §2-61 of the City Code, Respondents 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 RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and
- 2) City employees from the time the RFCSP has been released until the contract is awarded.

Restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent.

**Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.**

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

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### **003 BACKGROUND**

The City of San Antonio (City) is soliciting bids for the purchase of print materials in English, Spanish and other languages; cataloging and processing services; and electronic ordering and invoicing from a qualified vendor for the San Antonio Public Library (SAPL/Library). SAPL plans to spend an estimated total of \$13,500,000.00 during the contract period, which includes 2 opening day collections. This is an estimated target and not binding on City. These materials will support the collections of the Central Library, twenty-eight branches and one school/public library. The vendor shall be able to provide a comprehensive spectrum of library materials in requested quantities to meet the needs of an urban multi-branch public library system.

### **004 SCOPE OF SERVICE**

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

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

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

The Library currently uses the Millennium Integrated Library System developed by Innovative Interfaces, Inc. for acquisitions, serials management, circulation, cataloging and the online public access catalog. The Library is currently soliciting for a new Integrated Library System to be implemented in late 2019, early 2020, separate and apart from this solicitation.

#### **4.1 Inventory and Speed of Delivery**

- 4.1.1 Vendor shall provide a comprehensive spectrum of print materials in quantities to meet the needs of the SAPL, a large, multi-branch public library system.
- 4.1.2 Vendor overall fill rate shall meet or exceed 90% for all items ordered.
- 4.1.3 Backordered materials shall be supplied within 120 calendar days after receipt of order.
- 4.1.4 Vendor shall offer a street release-date program.

#### **4.2 Online Services**

- 4.2.1 Vendor shall provide a Web site that provides the Library with the ability to do the following:
  - 4.2.1.1 View product information.
  - 4.2.1.2 Select and order new materials.

- 4.2.1.3 Read reviews from major library journals and resources.
- 4.2.1.4 Receive electronic selection lists for forthcoming titles.
- 4.2.1.5 Track order status.
- 4.2.1.6 Create multi-user lists, shopping carts or similar collections.
- 4.2.1.7 Access customer support services during normal business hours.
- 4.2.1.8 Provide different levels of access that will allow full privileges to Collection Development staff to select and order materials; and limited access to public services staff to select materials.
- 4.2.1.9 View real-time stock checks.
- 4.2.1.10 View discount schedule for individual titles available at the time of order.
- 4.2.1.11 Maintain multiple accounts.
- 4.2.1.12 Recognize duplicate orders.
- 4.2.1.13 Access International Standard Book Number (ISBN) look-up to check against Library holdings.
- 4.2.1.14 View publication demand.
- 4.2.2 Vendor shall provide a Web site for City to manage continuation titles, search titles, place orders and update accounts and profiles.
- 4.2.3 Vendor shall provide Electronic Data Interchange (EDI) ordering and invoicing for products compatible with the Millennium Acquisitions module to do the following for all media types:
  - 4.2.3.1 Download brief bibliographic records for selected titles from the vendor's Web site into the Library's Millennium system, using 9xx tags to automatically create order records for each title. The order records are exported from the Library's Millennium Acquisitions module back to the vendor's File Transfer Protocol (FTP) server to complete the ordering process.
  - 4.2.3.2 Download invoices from the vendor's (FTP) server into the Millennium Acquisitions module to automatically create an invoice record for each order record.
- 4.2.4 Vendor shall offer an acknowledgement service that is either downloaded from the vendor's FTP server or emailed to Library staff to provide current information on the order status (i.e., order sent, backordered or canceled).
- 4.2.5 Vendor shall offer ongoing support for their online services, notification when new releases or upgrades are available and a toll-free number and email for technical support.

#### **4.3 Ordering**

- 4.3.1 The Library will send three types of orders once the contract is awarded:
  - 4.3.1.1 Automatic or standing orders based on plans initiated by Collection Development staff.
  - 4.3.1.2 Firm orders for new titles not falling under the standing order plans initiated by the Collection Development staff.
  - 4.3.1.3 Orders for replacement copies of titles already in the system submitted by Collection Development staff.
- 4.3.2 The bulk of orders will be for English-language materials with Spanish and other language materials constituting approximately 5% of orders.

- 4.3.3 Orders are considered canceled if they are not received at the Library within 120 calendar days of the purchase order date, except for titles that were ordered prior to the publication date. Titles ordered pre-publication will not be considered canceled until 120 days after street release date.
- 4.3.4 Vendor shall offer standing order plans and continuations.
- 4.3.5 Vendor shall send materials on standing order plans that are not fully cataloged and processed in time for the Library to receive materials no later than two days prior to street release date.

#### **4.4 Invoicing**

- 4.4.1 Libraries in the State of Texas are exempt from any out-of-state tax on the purchase of books, shipping and electronic information and from the Texas State Sales and Use Tax. Exemption certificate shall be provided by the City upon request.
- 4.4.2 Separate invoices for each purchase order are required. Each title listed on the invoice must show the corresponding Millennium order record number.
- 4.4.3 Vendor shall submit 2 copies of each invoice with each shipment with the following information on each invoice:
  - 4.4.3.1 Invoice header – invoice number, company name, remittance address, ship-to address, and invoice date and payment terms.
  - 4.4.3.2 For firm orders, Library's purchase order number.
  - 4.4.3.3 Each title (in order listed) – quantity, title, order record number, ISBN/UPC, unit list price, discount, unit price with the discount and the extended total cost.
  - 4.4.3.4 Separate line items for total cataloging and total processing costs.
- 4.4.4 Cartons that contain invoices must be marked "Invoice Enclosed."
- 4.4.5 In the event that an invoice is incorrect, vendor shall issue a corrected invoice. The Library cannot make corrections to an invoice.
- 4.4.6 In the event of an error requiring the Library to receive credit, the vendor shall issue a credit memo in writing.
- 4.4.7 Vendor shall meet the City's payment specifications.
- 4.4.8 Vendor shall supply monthly statements.

#### **4.5 Shipping and Delivery**

- 4.5.1 Vendor shall be responsible for all shipping and handling costs including inside delivery. The majority of orders will be delivered to: Processing Unit, San Antonio Public Library, 600 Soledad Street, San Antonio, TX 78205 (Central Library). City may require that some shipments of fully processed materials be delivered directly to branch libraries. The Central Library has a loading dock with a clearance of 13 feet, 4 inches. Delivery trucks must be able to fit under clearance. Deliveries are accepted Monday through Friday (excluding City holidays) from 9 a.m. to 3 p.m.
- 4.5.2 Vendor shall meet the following shipping requirements:
  - 4.5.2.1 Cartons shall not exceed the maximum dimensions accepted by the U.S. Postal Service regardless of the carrier used. Maximum weight of each carton shall not exceed 35 pounds.
  - 4.5.2.2 Shipments of multiple boxes shall be clearly marked on the exterior of the boxes indicating, for example, 1 of 3, 2 of 3 and 3 of 3.
  - 4.5.2.3 The shipping label on each carton must list the Library's purchase order number/name, weight of the carton and the shipper's tracking number.

- 4.5.2.4 Materials shall be packed adequately to prevent damage in transit. Cartons shall be properly sealed to meet or exceed recommendations and requirements of the U.S. Postal Service to ensure their arrival in excellent condition.
- 4.5.3 Under no circumstances shall titles provided by the vendor on the standing order plan and firm orders be invoiced and shipped in the same cartons.
- 4.5.4 Vendor shall provide documentation that accompanies the shipment, whether it is an invoice or a packing list/slip, to indicate a street release date when applicable. The Library shall not be responsible for putting materials out before street release date if that information is not included in the documentation.
- 4.5.5 Partial shipments of titles in an order are acceptable. Split shipments of copies of a title (when more than one copy is ordered) are not acceptable.
- 4.5.6 Vendor shall supply packing list/slip with all shipments that include the following information: quantity ordered, quantity shipped, quantity backordered, title, author, ISBN and purchase order number/name. If possible, each packing list/slip shall reference the corresponding invoice.

#### **4.6 Returns**

- 4.6.1 Vendor shall warrant all items to be new, free from defects in design; materials and workmanship; and to be fit and sufficient for its intended purpose.
- 4.6.2 Unless otherwise specified, all items shall be guaranteed for a minimum period of 180 days against defect in material and workmanship. During this period, if a defect is found and it is determined by the Library, in its sole discretion, not to be caused by misuse, the vendor shall replace the item free-of-charge to the Library within 30 days of the request.
- 4.6.3 The Library shall notify the vendor when packing errors have occurred and shall require vendor to supply correct titles at no additional expense to the Library.
- 4.6.4 Vendor shall pay shipping costs for the return of damaged, defective or incorrectly shipped items (for example, wrong title, wrong quantity, duplicate shipments) and automatically reorder correct titles for the Library unless told otherwise. Upon request of the Library, vendor shall issue a UPS call tag or the equivalent.

#### **4.7 Cataloging for Fully Processed Items Only**

- 4.7.1 Vendor shall provide full Machine Readable Cataloging (MARC) bibliographic and item records for items acquired. The Library shall accept bibliographic records created in accordance with the Anglo-American Cataloging Rules, 2nd edition revised (AACR2) or Resource Description and Access (RDA). In addition, bibliographic records must be in accordance with Library of Congress Subject Headings; *Dewey Decimal Classification*, 23rd edition; MARC21 specifications; and local practices. Item records must be formatted in a MARC 949 field and must include call number, barcode number, location, item type, status and price. The Library shall provide complete cataloging specifications upon award of the contract.
- 4.7.2 Vendor shall be able to access the Library's catalog and deliver bibliographic and item records. The Library accepts bibliographic and item records via FTP, Z39.50, email attachments or downloading from the vendor's Web site.
- 4.7.3 Vendor shall update the Library's holdings in Online Computer Library Center (OCLC)'s WorldCat as needed.

#### **4.8 Processing for Partially and Fully Processed Items**

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

- 4.8.1.1.1 Mylar jackets for hardcover books
- 4.8.1.1.2 Spine label covered with a protection label
- 4.8.1.1.3 Branch location label
- 4.8.1.1.4 Barcode
- 4.8.1.1.5 Protection label to cover branch location and barcode
- 4.8.1.1.6 Radio Frequency Identification (RFID) tag\*
- 4.8.1.1.7 SAPL property stamp or property label
- 4.8.1.2 Partial Processing – Books
  - 4.8.1.2.1 Mylar jackets
- 4.8.1.3 Partial Processing – Trade Paperbacks
  - 4.8.1.3.1 Coverups
- 4.8.2 City currently performs its own 3M RFID tagging and linking services. However, should City prefer, City may require Vendor to provide these services in the future. Therefore, Vendor shall have the ability to provide 3M RFID tagging and linking services, and provide them upon City's request at the prices stated in the price schedule. In such event, Vendor shall also be responsible for supplying the 3M RFID ISO tags at Vendor's cost.

#### **4.9 Opening Day Collection**

- 4.9.1 The vendor shall work with Library staff on developing an opening day collection for 2 or more branches.
- 4.9.2 Vendor shall provide project manager(s) who has/have relevant experience in public library collection development and knowledge of current library services and trends in the print/media publishing and entertainment industry. Vendor shall also assign staff as needed to manage the cataloging and processing services.
- 4.9.3 Vendor shall successfully complete its Opening Day Collection work in accordance with the Library's timeline.
- 4.9.4 Vendor shall send the project manager and other members of the project team to San Antonio Public Library (at Vendor's expense) to set up the Opening Day Collection project.
- 4.9.5 Vendor shall provide invoices throughout the project as each order is completed. The Library shall verify cataloging before payment. Final invoices shall be received no later than 120 days after final backordered items are delivered.
- 4.9.6 Vendor shall sort and box shelf-ready materials in rough sort shelf order and the boxes must be labeled by print/format type. The boxes must be stored in a climate-controlled environment until delivery to the Library. Each box shall contain a packing list.
- 4.9.7 Vendor shall not allow any mixed shipments in fiction genres for adult, juvenile or Young Adult (YA).
- 4.9.8 Vendor shall provide a comprehensive selection list of titles already owned by the Library that are still available for purchase. Vendor shall provide additional pricing information for any fees incurred when handling special orders.
- 4.9.9 Vendor shall provide monthly project reports for the duration of the project up until three months prior to opening day. Three months prior to opening day the reports shall be provided every two weeks. There shall be no additional cost for these reports. The following reports shall show unabbreviated title, author/artist, publisher and publication date.



- 4.9.9.1 Titles ordered.
- 4.9.9.2 Titles backordered.
- 4.9.9.3 Titles invoiced.
- 4.9.9.4 Titles canceled
- 4.9.10 Vendor shall provide accounting reports that include the monthly costs for items (indicating total discount received), cataloging, digital processing (if any), supplies, storage, delivery and other associated costs. These reports shall show expenditures, encumbrances, credits for cancellations and remaining balances for each of the print/format types.
- 4.9.11 Vendor shall deliver the Opening Day Collection on the date specified by the Library. Vendor shall remove the boxes from the pallets and place them inside the new library in a specified area without additional cost or expense to the Library. Vendor shall provide pricing information for additional storage time due to delays in library construction.

#### **4.10 Print Lease Plan**

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

### **005 ADDITIONAL REQUIREMENTS**

Statutory Requirements. 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  
Restrictions on Communication  
Acceptance Criteria (if required)

#### **Exhibits:**

Insurance Requirements  
Indemnification Requirements

Venue, Jurisdiction and Arbitration. 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.

Undisclosed Features. RESPONDENT 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, RESPONDENT 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. RESPONDENT 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.

**Certifications.** 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.

## **007 PRE-SUBMITTAL CONFERENCE**

A Pre-Submittal Conference will be held at the City of San Antonio, Library Department, 4<sup>th</sup> Floor Library Board Room, Central Library, 600 Soledad, San Antonio, Texas 78205 at **2:00 p.m. Central Time, on Thursday, December 13, 2018.** Respondents are encouraged to prepare and submit their questions in writing three (3) 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 Parking Garage adjacent to Central Library is wheelchair accessible. The accessible entrance is located directly across from the Parking Garage. Accessible parking spaces are located within the Parking Garage structure on the first floor. 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.

### **WebEx Meeting Number:**

**WebEx Audio Connection:** \*\*\* The toll-free number is only for calls from within the United States \*\*\*

**210-207-9329** (External Dial-In)

**79329** (Internal Dial-In)

**855-850-2672** (Toll-free Dial-In)

**Access Code: 994 906 450**

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 eight (8) hardcopies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO SBEDA, OR PRICING TO BE INCLUDED)** of the proposal and **one (1) compact disk (CD) or flash drive** containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "Annual Contract for Print Materials, Cataloging, and Processing Service - SAPL", RFCSP 2019-013, 6100010800, on the front of the package.

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

GENERAL INFORMATION FORM. Use the Form found in this RFCSP as Attachment A, Part One.

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

PROPOSAL PLAN AND SOLUTION. Prepare and submit the Proposal based on the requirements stated in the RFCSP and include as Attachment A, Part Three.

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

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

Instructions for completing the Contracts Disclosure form:

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

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

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFCSP as Attachment 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 D.

\*SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFCSP as Attachment E. 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.

\*VETERAN OWNED SMALL BUSINESS PROGRAM (VOSBP) TRACKING FORM. Complete and return as Attachment F.

\*CERTIFICATE OF INTERESTED PARTIES FORM. Respondent shall review information regarding Certificate of Interested Parties Form (Form 1295) provided in RFCSP Attachment G and submit Form 1295 as directed.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (RFCSP 6100010800). The form is available from the Texas Ethics Commission by accessing the following web address:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 and submit it with your response to this solicitation.

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

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

FINANCIAL INFORMATION. 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 through the portal or in hard copy format.

#### Submission of Hard Copy Proposals.

Respondent shall submit one original hardcopy, signed in ink, and eight (8) hardcopies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO SBEDA, OR PRICING TO BE INCLUDED)** of the proposal and **one (1) compact disk (CD) or flash drive** containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "Annual Contract for Print Materials, Cataloging, and Processing Service - SAPL", RFCSP 2019-013, 6100010800, 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 Wednesday, January 16, 2019 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.

#### Mailing Address:

City of San Antonio – Office of the City Clerk

Attn: RFCSP 2019-013, 6100010800, ANNUAL CONTRACT FOR PRINT MATERIALS, CATALOGING, AND PROCESSING SERVICE - SAPL

P.O. Box 839966

San Antonio, Texas 78283-3966

#### Physical Address:

City of San Antonio – Office of the City Clerk

c/o Municipal Archives and Records Facility

Attn: RFCSP 2019-013, 6100010800, ANNUAL CONTRACT FOR PRINT MATERIALS, CATALOGING, AND PROCESSING SERVICE - SAPL

719 S. Santa Rosa Ave.

San Antonio, Texas 78204-3114

Proposals sent by facsimile or email will not be accepted.

If submitting electronically through City's portal, scan and upload one **COMPLETE** proposal electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. 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.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. Place proposal inside a three ring binder. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper, or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and

printed one-sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal. **ORIGINAL** proposals must include **ALL** the sections and attachments in the sequence listed in the RFCSP Section 008, Proposal Requirements, and each section and attachment must be indexed. **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by asterisk in Section 008, Proposal Requirements MUST** be divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. 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.

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

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

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, Part One.

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 shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Firm Offer. 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.

Travel and Related Expenses. All proposed costs shall be inclusive of all Vendor's costs including, but not limited to, staffing, administrative overhead, travel, lodging, and any other expenses that may be incurred by the Vendor. The City of San Antonio will not separately reimburse the Vendor for any expenses beyond what the Vendor includes in their pricing proposal.

Confidential or Proprietary Information. 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 acknowledges that exceptions 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 at issue to the Texas Attorney General.

Cost of Proposal. 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.

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

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

## **011 RESTRICTIONS ON COMMUNICATION**

Respondents 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 RFCSP or proposals from the time the RFCSP has been released until the contract is posted as a City Council agenda item during a meeting designated as an A session; and 2) City employees from the time the RFCSP has been released until the contract is 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. Local Time, on Friday, January 4, 2019. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail or through the portal.

Michael Howdyshell, Procurement Specialist III  
City of San Antonio, Finance Department – Purchasing Division  
[michael.howdyshell@sanantonio.gov](mailto:michael.howdyshell@sanantonio.gov)

- Questions submitted and the City’s responses will be posted with this solicitation.
- Respondents may provide responses to questions asked of them by the Staff Contact Person after proposals are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent’s response. The information provided is not intended to change the proposal response in any fashion. Such additional information must be provided within two business days from City’s request. Respondents may also respond to requests by the Staff Contact Person for best and final offers, which do allow respondents to change their proposals. Requests for best and final offers will be clearly designated as such. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.
- Respondents may contact the Vendor Support staff at 210-207-0118 or by email at [vendors@sanantonio.gov](mailto:vendors@sanantonio.gov) for assistance with vendor registration.

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

## **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 re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent, or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Evaluation criteria:

Proposed Solution (45 points)

Experience, Background, Qualifications (35 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 responsible offeror whose Proposal(s) is deemed most advantageous to City, considering the relative importance of price and the other evaluation factors included in this RFCSP.

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 any minor 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.

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.

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

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Respondent results in a binding contract without further action by either party. City shall not be liable for any costs, claims, fees, expenses, damages or lost profits if no Purchase Order is issued.

#### **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 Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the 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 percent or more of the voting stock or shares of the entity, or (ii) 10 percent 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.

Pursuant to the subsection above, Respondent warrants and certifies, that it, its officers, employees and agents are neither officers nor employees of the City. Respondent further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

#### **State of Texas Conflict of Interest.**

Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

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



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

[https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

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, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

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

If delivering by hand, deliver to:

Office of the City Clerk c/o Municipal Archives and Records Facility, 719 S. Santa Rosa Ave.,  
San Antonio, TX 78204-3114.

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

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>.)

#### **014 BONDS**

This section left blank intentionally.

#### **015 SOFTWARE ESCROW REQUIREMENT**

This section is intentionally left blank .

#### **016 ACCEPTANCE CRITERIA**

This section is intentionally left blank .

#### **017 SCHEDULE OF EVENTS**

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

RFCSP Release	Monday, December 5, 2018
Pre-Submittal Conference	Thursday, December 13 at 2:00 P.M. Central Time
<b>Final Questions Accepted</b>	<b>Friday, January 4, 2019 at 2:00 P.M. Central Time</b>
Proposal Due	Wednesday, January 16, 2019 at 2:00 PM Central Time

#### **SUPPLEMENTAL TERMS & CONDITIONS**

Temporary Contract Pending Award of Contract by City Council

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

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

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

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

## **GENERAL TERMS & CONDITIONS**

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

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

### Invoicing and Payment.

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

[accounts.payable@sanantonio.gov](mailto: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.

Vendors may hand deliver original invoices, on white paper only to: City of San Antonio, Finance Department/Accounts Payable, 111 Soledad, 4<sup>th</sup> Floor, San Antonio, Texas 78205.

#### 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, Vendor name, Vendor dba name, address, remit address for payment, unique invoice number, and invoice date (of issue by Vendor). Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

#### Payment by City.

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

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

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

**NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT.** NOTWITHSTANDING THE FORGOING, 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 DAYS SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern. Unless otherwise provided in the Supplemental Terms and Conditions section of this document, all prices shown on the Price Schedule shall remain firm for the duration of the contract. Vendor's price stated on the Price Schedule shall be deemed a maximum price. Vendor may provide a lower price at any time during the contract period for reasons deemed appropriate by Vendor, such as volume discount pricing for large orders.

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

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies 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 Director.

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

#### Termination.

Termination- Breach. Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, 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 efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

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

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

## **INDEMNIFICATION.**

**VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.**

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

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

## **Records Retention.**

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

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

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

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

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

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

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.

Non-discrimination.

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

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

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

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

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

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

## 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 Bid – a request for competitive sealed proposal in which the City will award the entire contract to one respondent only.

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

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

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

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

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

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

Director – the Director of City's Finance Department, or Director's designee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **018 RFCSP EXHIBITS**

### **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:

Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled **"Annual Contract for Print Materials, Cataloging and Processing Services – SAPL"** 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. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. 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 Finance Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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

A Respondent's financial integrity is of interest to City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by 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, 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:

<b>INSURANCE TYPE</b>	<b>LIMITS</b>
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. Contractual Liability	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate \$2,000,000 Products & Completed Operations, or its equivalent in Umbrella or Excess Liability Coverage.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.

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

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

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



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 additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

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

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

In addition to any other remedies 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.

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.

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.

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 City shall be limited to insurance coverage provided.

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

## **RFCSP EXHIBIT 2**

### **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.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

### **RFCSP EXHIBIT 3**

#### **INTERLOCAL PARTICIPATION**

The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Request for Competitive Sealed Proposal (hereafter "RFCSP"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to vendor's acceptance. Entities desiring to acquire items listed in this RFCSP shall be listed on a rider attached hereto, if known at the time of issuance of the RFCSP. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this contract. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.

In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

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

Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

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

## RFCSP EXHIBIT 4

### STATE OF TEXAS & CITY OF SAN ANTONIO REQUIREMENTS

#### **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.

#### **Prohibition on Contracts with Companies Boycotting Israel**

Texas Government Code §2270.002 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.

"Company" means a for-profit sole proprietorship, 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.

By submitting a proposal to 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's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

#### **Prohibition on Contracts with Companies Engaged in Business With Iran, Sudan, Or Foreign Terrorist Organization**

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.

By submitting a proposal to the City of San Antonio, Company hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Company's certification. If found to be false, or if Company is identified on such list during the course of a contract with City, City may terminate the contract for material breach.

## **RFCSP EXHIBIT 5**

### **PROOF OF INSURABILITY**

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

**019 RFCSP ATTACHMENTS**

**RFCSP ATTACHMENT A, PART ONE**

**GENERAL INFORMATION FORM**

**1. Respondent Information:** Provide the following information regarding the Respondent.

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

Respondent Name: \_\_\_\_\_

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

Principal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: \_\_\_\_\_

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

☐ Individual or Sole Proprietorship If checked, list Assumed Name, if any: \_\_\_\_\_

☐ Partnership

☐ Corporation If checked, check one: ☐ For-Profit ☐ Nonprofit

Also, check one: ☐ Domestic ☐ Foreign

☐ Other If checked, list business structure: \_\_\_\_\_

Printed Name of Contract Signatory: \_\_\_\_\_

Job Title: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide address of office from which this project would be managed:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Annual Revenue: \$ \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List Related Companies:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

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

Yes \_\_\_\_ No \_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

- 5.** Where is the Respondent's corporate headquarters located? \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

**7. Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

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

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**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.

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**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.

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**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.

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**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.

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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.

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- 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.

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## REFERENCES

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

**Reference No. 1:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

**Contact Email Address:** \_\_\_\_\_

**Reference No. 2:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

**Contact Email Address:** \_\_\_\_\_

**Reference No. 3:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

**Contact Email Address:** \_\_\_\_\_

## RFCSP ATTACHMENT A, PART TWO

### EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items.

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

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

2. Vendor shall designate one customer service representative at the company's office to serve as the company's representative who shall be fully dedicated to the Library's account and be readily accessible by a toll-free telephone number or email to answer questions and work with the Library staff during normal business hours.

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

3. Vendor shall provide specific staff contacts who will oversee the cataloging and processing services.

**Identify the designated cataloging and processing managers, contact information and qualifications. Provide this information with your bid response as Attachment A, Part Two, 3**

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

**Identify large urban public libraries and services provided during the past five (5) years. References shall be submitted on public library letterhead and include an original signature and the library's name; the printed name of the contact person employed by the library; phone number; and email address. Provide this information with your bid response as Attachment A, Part Two, 4.**

## **RFCSP ATTACHMENT A, PART THREE**

### **PROPOSAL PLAN AND SOLUTION**

Prepare and submit the following items.

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

#### **Plan of Services**

1. **Inventory and Speed of Delivery**  
Attachment A, Part Three, 1.1: Confirm that your company's services will meet the qualifications as stated in 4.1.1 – 4.1.4. A simple statement that you meet these qualifications will be insufficient. You shall provide appropriate documentation demonstrating your ability to meet these qualifications.
2. **Online Services**  
Attachment A, Part Three, 2.1: Describe the online services that you offer that were described in 4.2.1 – 4.2.1.14. Describe the number of staff logons that will be provided at no cost to SAPL staff and the maximum number of logons that are available.  
  
Attachment A, Part Three, 2.2: Provide trial access to your online services with your bid response as described in 4.2.2. Provide the URL and log on and password that will allow staff to evaluate for a period not to exceed two weeks. Contact name and telephone number shall be provided to City personnel.  
  
Attachment A, Part Three, 2.3: Describe how your electronic ordering and invoicing products interface with the Millennium acquisitions module as described in 4.2.3.1 – 4.2.3.2.  
  
Attachment A, Part Three, 2.4: Describe how order acknowledgements are delivered to the Library as described in 4.2.4.  
  
Attachment A, Part Three, 2.5: Describe how you provide ongoing support for online services as described in 4.2.5.
3. **Ordering**  
Attachment A, Part Three, 3.1: Describe all Spanish-language publishers and/or distributors that vendor supplies materials for purchase from as described in 4.3. Include any applicable discounts.  
  
Attachment A, Part Three, 3.2: Describe standing order services and continuations as described in 4.3.4.
4. **Invoicing**  
  
Attachment A, Part Three, 4.1: Describe how your company will comply with invoicing requirements as described in 4.4.3 – 4.4.3.4 and submit a sample of an invoice that meets the defined criteria.  
  
Attachment A, Part Three, 4.2: Describe the process to issue a corrected invoice and a credit memo as described in 4.4.5 and 4.4.6. Submit a sample of a credit memo.  
  
Attachment A, Part Three, 4.3: Describe vendor's process for issuing monthly statements and information provided as described in 4.4.8. Submit a sample of a monthly statement.
5. **Shipping and Delivery**  
Attachment A, Part Three, 5.1: Describe vendor's shipping process and submit a sample of a packing list/slip that meets the above requirements as described in 4.5.2.1 – 4.5.2.4 and 4.5.6.
6. **Returns**  
Attachment A, Part Three, 6.1: Describe claiming of items not received and/or backordered; cancellation and return policy when errors are made by the publisher or supplier and/or when ordered in error by the Library; and how unsatisfactory shipments will be corrected as described in 4.6.1, 4.6.3 and 4.6.4.
7. **Cataloging**  
Attachment A, Part Three, 7.1: Vendor shall describe how it meets cataloging requirements as described in 4.7.1.- Attachment A, Part Three, 7.2: Describe vendor's preferred method for accessing the Library's catalog and/or delivering bibliographic and item records as described in 4.7.2.

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

8. Processing

Attachment A, Part Three, 8.1: Provide a description of processing services for print materials as described in 4.8.1 – 4.8.1.3.1.

Attachment A, Part Three, 8.2: Provide a description of 3M RFID tagging and linking services as described in 4.8.2.

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

9. Opening Day Collection

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

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

Attachment A, Part Three, 9.3: Vendor shall provide a sample of invoices for an opening day collection described in 4.9.5.

Attachment A, Part Three, 9.4: Provide a sample of the reports as described in 4.9.9 – 4.9.9.4.

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

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

10. Print Lease Plan

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

11. Additional Information

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

**RFCSP ATTACHMENT B**  
**CONTRACTS DISCLOSURE FORM**

Contracts Disclosure Form may be downloaded at

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

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. All respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
  - a. names of the agency board members,
  - b. list of positions they hold as board members, and
  - c. names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

**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?

Yes \_\_\_\_ No \_\_\_\_

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

# RFCSP ATTACHMENT D

## PRICE SCHEDULE

Please indicate discount in percentage format

### ITEM 1. – Print Materials

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



Indicate in monetary amounts price per unit

**ITEM 2. – Bibliographic and Item Records and Processing Costs**

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

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

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

**ITEM 4. – Opening Day Collection**

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

**ITEM 5. – Print Lease Plan**

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

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

Telephone Number: (    ) \_\_\_\_\_

Cell Phone Number: (    ) \_\_\_\_\_

Pager Phone Number: (    ) \_\_\_\_\_

General Manager Phone Number: (    ) \_\_\_\_\_

**RFCSP ATTACHMENT E**

**SIGNATURE PAGE**

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

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

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

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

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

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

**Respondent Information**

Please Print or Type

Vendor ID No.

Signer's Name

Name of Business

Street Address

City, State, Zip Code

Email Address

Telephone No.

Fax No.

City's Solicitation No.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
Signature of Person Authorized to Sign Proposal

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/> or the direct link at: <http://www.sanantonio.gov/purchasing/saeps.aspx>

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

**RESPONDENT CERTIFIES THAT IT IS ABLE AND WILLING TO COMPLY WITH THE VENUE IN SECTION 005 AND THE INSURANCE AND INDEMNIFICATION REQUIREMENTS SET OUT IN RFCSP EXHIBITS 4 & 5. 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.**

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 has fully and truthfully submitted 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.

It complies 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 Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

**RFCSP ATTACHMENT F**

**VOSBPP TRACKING FORM**

**VETERAN OWNED SMALL BUSINESS PREFERENCE PROGRAM (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 G

### **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. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (RFCSP 6100010800). The form is available from the Texas Ethics Commission by accessing the following web address:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](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.

## 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.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information Form RFCSP Attachment A, Part One	
Experience, Background, Qualifications RFCSP Attachment A, Part Two	
Proposal Plan and Solution RFCSP Attachment A, Part Three	
*Contracts Disclosure Form RFCSP Attachment B	
Litigation Disclosure RFCSP Attachment C	
Pricing Schedule RFCSP Attachment D	
*Signature Page RFCSP Attachment E	
*Veteran Owned Small Business Preference Program (VOSBPP) Tracking Form RFCSP Attachment F	
*Certificate of Interested Parties (Form 1295) RFCSP Attachment G	
Proposal Checklist RFCSP Attachment H	
Proof of Insurability (See RFCSP Exhibit 5) Insurance Provider's Letter Copy of Current Certificate of Insurance	
One (1) Original, Eight (8) Copies <b>WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO VOSB AND/OR PRICING TO BE INCLUDED)</b> and one (1) CD or flash drive 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.**