

# BID SOLICITATION



**City of Chattanooga**  
**101 East 11th Street, Suite G13**  
**Chattanooga, TN 37402**

## BID OPENING DATE AND TIME:

01-AUG-17 at 2:00 PM

**BID NUMBER: 304817**

## SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

## BUYER:

**PHONE #: (423) 643-7230**

**DELIVERY REQUIRED:**

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City of Chattanooga  
 101 East 11th Street, Suite G13  
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition No.: 156528 Ordering Dept.: Chattanooga Public Library Buyer: Geoffrey Hipp 423-643-7233 *****					
<b>DESCRIPTION:</b> This shall be a twelve (12) month blanket contract for the Supply and Delivery of Audio-Visual Materials for the Chattanooga Public Library. The contract may be renewed for three (3) additional twelve (12) month terms under the same Terms and Conditions by Mutual Agreement. The City of Chattanooga and the Contractor may bilaterally extend the contract by Written Confirmation by both parties at least 30 days prior to the contract's current expiration date into any successive term as provided herein. *****					
<b>ATTACHMENTS:</b> - Specifications - Iran Divestment Act - Affirmative Action Plan - Standard Terms and Conditions: <a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a> *****					
*** BIDS MUST BE RECEIVED NO LATER THAN *** ***** 2:00 PM ON AUGUST 1, 2017 ***** *****					
PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (304817) ON OUTSIDE PACKAGING *					
ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION, FREIGHT ALLOWED. *****					
<b>NOTE:</b> All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.  The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.  The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin. *****					
<b>PRICE ESCALATION CLAUSE:</b> All prices under this contract shall remain fixed during each twelve (12) month contract period. If as a result of a general change in prices or discounts, the contractor has changed prices to all of its customers, then, at the time of contract renewal, the price under this contract may be adjusted accordingly after acceptance. All price increases must be justified by providing a copy of the prevailing labor wage or material cost increases. Prompt notice of price changes (increases or reductions) must be furnished to the Purchasing Agent at least 30 days prior to the requested effective date and the prices for these services/materials shall remain firm for twelve (12) months. The effective date of price increases shall be the date the Purchasing Agent accepts the price changes or the effective date of increase stated by contractor's notice to Purchasing Agent, whichever is later. *****					
<b>PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</b>  Company Name _____ Address _____ Phone/Toll-Free No. _____ Fax No. _____ E-Mail Address _____					

NAME AND TITLE: \_\_\_\_\_

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Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Shelf-ready General Trade (standard trade DVD's, Blu Ray, MP3, CD's and Music CD's)	1	Each	_____	_____
2	Shelf-ready Spanish language materials	1	Each	_____	_____
3	Technical (scientific, university press, reference or special editions normally classified as "short discount" items)	1	Each	_____	_____
4	Best seller (shelf/not shelf ready)	1	Each	_____	_____

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

The City is Exempt from all Federal and State Tax.  
Bids will be received at the above mentioned address.

COMPANY: \_\_\_\_\_

TERMS OF PAYMENT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

# **|| CHATTANOOGA PUBLIC LIBRARY**

Preference to vendors with ability to interface with Library selection tools such as Patron Requests, Media, Bestseller Lists, and inventory availability to deliver current high demand Titles prior to Street Date.

## **Collection and Processing Services AV Deliverables**

Following is a complete list of all DVD and CD material deliverables:

	<b>DVD &amp; Blu Ray Deliverables</b>
1	Adaptive and Copy Cataloging with CIP Upgrades where needed, Utilizing Z39.50 Protocol
2	Item Linking
3	Project Management Support
4	DVD must be in standard locking case opened with a magnetic decoupler.
5	Label Protectors
6	Spine Label
7	Barcode
8	Bibliographic Label/ Call Label
9	Library Logo/ Address
10	Link, Affix, and Activate Library Supplied RFID Tag RFID-TAG-CU *2x3BL STD <i>RFID TAG - RECTANGULAR - BLANK LABEL - Ultra-Read Rectangular - EnvisionWare Standard, R1 Adhesive, Rolled Out</i>
11	Hub Label
12	Full Marc Records and data entry for 949 Field – Library will provide pre-assigned barcode range for each individual disk.

	CD Deliverables
1	Adaptive and Copy Cataloging with CIP Upgrades where needed, Utilizing Z39.50 Protocol
2	Item Linking
3	Project Management Support
4	CD must be in standard jewel or polybox case.
5	Label Protectors
6	Spine Label
7	Barcode
8	Bibliographic Label/ Call Label
9	Library Logo/ Address
10	Link, Affix, and Activate Library Supplied RFID Tag RFID-TAG-CU *2x3BL STD <i>RFID TAG - RECTANGULAR - BLANK LABEL - Ultra-Read Rectangular - EnvisionWare Standard, R1 Adhesive, Rolled Out</i>
11	Hub Label
12	Full Marc Records and data entry for 949 Field – Library will provide pre-assigned barcode range for each individual disk.

# **SPECIFICATIONS FOR THE PURCHASE AND PHYSICAL PROCESSING OF LIBRARY MATERIALS – AUDIO VISUAL**

## **OVERVIEW**

1. These specifications are for the supply, selection, cataloging, RFID/barcode/item records, and physical processing of library materials, including:
  - a. Shelf-ready General Trade (standard trade DVD's, Blu Ray, MP3, CD's, and Music CD's)
  - b. Shelf-ready Spanish language materials
  - c. Technical (scientific, university press, reference or special editions normally classified "short discount" items)
  - d. Best Sellers (shelf/not shelf ready)
2. The initial term of this agreement will be for one (1) year. Contracts will include an option for three (3) one-year renewals by mutual agreement. The City reserves the right to award none of the contracts. The City reserves the right to award to multiple vendors.
3. Contingent upon the successful vendor's filling of orders in accordance with the terms of the contract, the potential amount the Library could spend is \$1,000,000 per year.
4. The bid sheet requests price terms to:
  - a. Supply materials
  - b. Select materials
  - c. Catalog materials (including RFID/barcode/item records)
  - d. Physically process materials

## **BID SUBMISSIONS**

Bids shall be delivered in person or by mail to Chattanooga City Hall, (Chattanooga, TN) by 2:00 p.m. on the bid due date. Starting at 2:01 p.m. on the bid due date, bid submissions will not be accepted and will be returned to the bidder unopened. All submissions should include the project name and number, firm name, address, telephone number, and designated contact person regarding the submission. Vendors shall also submit an electronic copy of the bid, including Excel with bid prices and PDF formats, via a flash drive.

## **SUBMISSION OF QUESTIONS**

Questions should be submitted by e-mail to the buyer at [ghipp@chattanooga.gov](mailto:ghipp@chattanooga.gov) no later than July 18, 2017. Please reference Chattanooga Public Library Materials Bid in the subject line, company name and representative name on all correspondence to the City.

## **ERROR & OMISSIONS**

Bidders are expected to examine all documents that make up the bid solicitation. Bidders shall promptly notify the buyer of any omission, ambiguity, inconsistency or error that they may discover upon examination of the solicitation documents. Bidders should use the complete bid solicitation to prepare bid submittals. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete bid solicitations.

## **QUALIFICATIONS**

1. Bidder(s) shall have been in the business of acquiring and selecting materials on a libraries' behalf, and providing selection, cataloging and physical processing, for at least five (5) years.

## **INSURANCE REQUIREMENTS**

The successful contractor will be required to purchase and maintain, during the term of the contract, insurance as described in the City's Standard Terms and Conditions.

## **GENERAL INFORMATION**

1. The Vendor shall submit a list of 10 public libraries of similar size with which it supplies audio visual materials with their bid response.
  2. The City as a municipality is exempt from state and federal taxes.
  3. Communication between the Vendor and the Library may be conducted by phone, email or in-person. The Vendor will provide a telephone number and an email address that Library staff can use to discuss concerns and problems with the Vendor. The Library's expectation of communication includes, but is not limited to the following:
    - a. Vendor will notify the Library of vendor staff changes, such as selectors or catalogers who have been working with the Library's materials
    - b. Transfer of supervisors or account representatives who were working on the Library's materials
    - c. Problems the Vendor encounters in selecting, supplying or processing our materials
    - d. Changes in supplies used in processing materials
    - e. Questions in regards to the cataloging or processing of materials
    - f. Payment issues or credit memos
  4. The Vendor will identify a contact person with whom Library staff can discuss concerns regarding materials and services. The assigned customer support person will be expected to have frequent communication with library staff. The Vendor is required to return telephone or email messages within two (2) working days and to address the Library's concerns within five (5) working days from the time the message is left.
-

5. The Vendor will be responsible for working with any Library technology related to these specifications.
6. The Library is not responsible for providing the Vendor with any hardware, software, or equipment necessary to meet the requirements of this master agreement. The Library will work with the Vendor to provide needed access to the Library's ILS as related to the specifications. This will be provided to the awarded Vendor(s) at no cost.
7. The Library uses Polaris and corresponding subsystems including Electronic Data Interchange (EDI). EDI is the preferred method of placing orders for the Library. The Library continually upgrades the Polaris ILS and Vendor is expected to work with the Library to ensure implementation of system features meet specifications including enhancements to EDI (or its successor).

## **BEST SELLER GENERAL INFORMATION**

1. Vendor shall maintain a 95% fill-rate for materials ordered.
2. Vendor should ensure delivery of materials two business days prior to "street date" for materials ordered at least 30 days prior to "street date." Vendor should meet this requirement 95% of the time.
3. Library understands legal requirements placed upon vendor by publishers. Library should be notified electronically of these requirements. These items will not be included in the vendor assessment as long as they are received in a timely manner.
4. Vendor shall provide electronic confirmation within 24 hours of purchase order being placed. Confirmation should state if title is "on-order" or "cancelled."

## **TECHNICAL REQUIREMENTS**

### **Collection Development**

1. The Vendor must supply the annual fees (if any) associated with its ordering software. Required features include but are not limited to the following:
  - a. The online database should be continuously updated every working day
  - b. Search capabilities shall include:
    - i. Author
    - ii. Title
    - iii. Series title
    - iv. Genre
    - v. BISAC subject heading
    - vi. Other subject heading
    - vii. Publisher
    - viii. Language
    - ix. Dewey number
    - x. Publication date
    - xi. Review source



- xii. Price
    - xiii. ISBN/EAN
  - c. Stock information shall include:
    - i. Availability
    - ii. Item status such as "in stock," "on order," etc.
  - d. Reviews – full text reviews from a variety of sources shall be available free of charge. Preferred sources include:
    - i. *Booklist*
    - ii. *Audiofile*
    - iii. *Library Journal*
    - iv. *Publishers Weekly*
    - v. *School Library Journal*
  - e. Grids – ability to create, modify, and store multiple grids that can be applied to items selected in carts or across all titles within a cart.
  - f. Library Defined Carts – Vendor should offer the ability to allow Library staff to set criteria for automatically generated carts. Once cart is available for review, staff should receive notification. Available criteria should include but is not limited to:
    - i. Publication and newly available titles
    - ii. DDC call number
    - iii. Age group (i.e. children's, teen, adult)
    - iv. Language
    - v. Publisher
  - g. Vendor Created Carts – Vendor should offer a selection of regularly updated customized carts that the Library can select from to meet materials needs. Carts offered should include, but are not limited to:
    - i. Starred reviews in library review journals
    - ii. Movies, television, multimedia tie-ins
    - iii. Author tours and promotion
    - iv. TV, radio, magazine, internet and social media promoted materials (i.e. Good Morning America Book Club, NPR reviews)
    - v. Vendor online catalogs
    - vi. Bestseller lists
    - vii. National and International Award lists
  - h. Duplicate check – ability to check against what has been ordered and against the Library's catalog. Library would prefer duplicate check to take place via Z39.50 or other web-based application.
2. The Vendor's online database should include the function of downloading brief MARC (machine readable cataloging) records at no charge to the Library. These brief MARC records can then be loaded into the Library's Polaris Integrated Library System (ILS) and used as order records.
  3. Vendor database shall provide the library's discounted price when brief MARC records are downloaded in the MARC field that is designated by the Library. Additional pricing choices should be available for download at the Library's discretion.
  4. Vendor shall continuously, at a minimum quarterly, add new Spanish language titles to its inventory. The titles should represent a broad spectrum of titles published in either translation or original titles from Spanish-speaking countries. Majority of titles should have a publication date within the last three (3) years.

## **Cataloging**

1. The Vendor will catalog and process materials by specifications.
2. The Vendor shall provide a cataloging record for each title according to specifications, if there is not already an existing, matching record in the Library's catalog.
3. The Vendor's cataloging records should be supplied to the Library via email or FTP.
4. The Vendor shall create item record data for all shelf ready materials. This will be imbedded in the 948 MARC holdings.

## **Producing Labels**

1. The Vendor should produce spine and DVD/CD labels for all nonfiction, fiction copies.
2. The spine and item labels should conform to the specifications.
3. The Vendor is responsible for purchasing label supplies and equipment needed to produce spine and item labels.

## **Physical Processing**

1. The Vendor will affix labels according to the specifications.
2. The Vendor shall process according to the specifications.
3. The Vendor is responsible for all other supplies needed to physically process materials according to specifications.

## **Accuracy**

1. The Vendor shall check all shipments for accuracy and completeness before leaving its dock. The Vendor should maintain a ninety-five (95) percent rate of accuracy (i.e. items shipped represent titles selected and completeness, all items appearing on the packing slip are shipped) throughout the life of this master agreement.
  2. The Vendor should replace all imperfect or damaged items even if full processing has been applied and issue full credit or replace the material at no charge within one (1) year after receipt or one (1) year after the end of the master agreement, whichever comes first. The Library prefers a replacement at no charge. If no replacement exists, the Vendor will issue a credit to the Library. All returns and shipping costs should be paid by the Vendor. (If the agreement has expired and replacement is not possible, the Vendor will refund the Library).
  3. The Library should receive all replacement products within thirty (30) days of initial notification.
  4. The Vendor is expected to maintain a ninety (90) percent rate of accuracy for cataloging and physical processing of shelf-ready after a sixty (60) day learning period.
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5. The Vendor is expected to maintain a ninety-nine (99) percent rate of accuracy in matching materials to the Library's existing cataloging records (duplicates).
6. The Library will audit the Vendor's performance to determine the accuracy rate. If the audit identifies problems, the Library will contact Vendor to resolve and auditing will be more frequent until the acceptable rate is reached.

## **Orders**

1. The Vendor will not cancel orders until 90 days after a publication date or production date, regardless of the order date. The Library expects all titles to be cancelled after 90 days and will not accept any titles shipped after the cancellation date.
2. Titles ordered post publication or release, will be cancelled automatically after 90 days from issuance of the order if not supplied and the Library notified electronically of the cancellation. The Library will specifically authorize any exception to this in writing. The Library expects all titles to be cancelled after 90 days and will not accept any titles after the cancellation date.
3. The Library shall have the option to indicate whether partial orders are to be shipped as available or held for completion.
4. Orders not filled and backorders shall be reported to the Library. The Vendor shall provide monthly reports of cancelled titles, backordered titles, etc. These status reports shall be sent electronically.

## **DELIVERY**

1. The Vendor will absorb all shipping costs.
2. Materials are to be shipped by mail or by truck at the Vendor's choice. All materials shall be received at the Chattanooga Public Library, Main Branch (1001 Broad St., Chattanooga, TN 37402) for "inside delivery."
3. All multiple carton shipments shall have cartons clearly labeled so the Library can discern a total shipment, e.g. 1 of 3, 2 of 3, and 3 of 3. The number of boxes in a single shipment shall be marked on the outside of each carton. The packing slip is also required to have the number of boxes that make up the complete shipment. Library expects purchase order numbers to be included on the box label.
4. The packing slip shall be located inside of box number 1. The box with the packing slip shall be clearly labeled "Packing Slip Included" or similar wording.
5. All materials shall arrive undamaged. The Library will not assume responsibility for losses or damage in transit; this is the Vendor's responsibility. The Library will report lost materials to the Vendor in order to obtain authorization to delete these charges from invoices or process a claim.

6. The Vendor shall replace all imperfect or damaged items even if complete processing has been applied and issue full credit or replace the material at no charge within one year after receipt or one year after the end of the master agreement, whichever comes first. The Library prefers a replacement at no charge. If no replacement exists, the Vendor will issue a credit to the Library. All returns and shipping costs shall be paid by the Vendor. (If the master agreement has expired and replacement is not possible, the vendor will refund the library.)
7. Shipments shall arrive during business hours at the specified location, excluding weekends, and official City holidays. The Vendor shall not directly or indirectly charge the City for attempted delivery on weekends or official City holidays. Library will provide business hours and holiday schedule annually.
8. Vendor shall accept incorrectly shipped materials even if full processing has been applied up to one year after receipt. Vendor shall credit the All returns and shipping costs shall be paid by the Vendor.

## INVOICES

1. Vendors will conform to the City invoice requirements for an original invoice plus one duplicate copy. Each invoice shall itemize each title and quantity and shall show the publisher's list price and the discount applied to it, as well as the final cost per unit item. All cataloging and processing charges should be included in the discount price.
2. During a sample, the Library will audit the delivery of shipments and will check whether the packing lists, carton labels, etc. match the invoices. The Vendor is expected to maintain a ninety-five (95) percent rate of accuracy in matching delivery shipments to packing lists and/or carton labels, and invoices.
3. Based on the ninety-five (95) percent rate of accuracy, the Library shall authorize payment of invoices within thirty (30) days of receipt of the materials in the Library.
4. Invoices shall be submitted to the appropriate billing address with or after delivery of goods. All conditions previously stated regarding inspection of a delivery shall be met in order for payment to be made. No contractor of the City shall be entitled to interest on any late payment caused by any claim or dispute, or as a result of the withholding of money the City has a legal right or obligation to withhold under the contract or state law.
5. Invoices shall list each individual item by title, author (where applicable), number of copies, list price, discount, net price (including the cataloging, processing charges), and total cost, and bill to/ship addresses. Invoices shall be applicable to only one account number. Dates on invoices shall match the ship date.
6. In the event of a discount disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the Library.
7. The City accepts hard-copy credit memos for errors found on invoices, in shipments, on cataloging or physical processing. Credit amounts should be deducted from invoice total.

8. The Vendor shall provide the following information on credit memos: credit memo number, invoice number where credit is to be applied, title, author (where applicable), number of copies, and credit/refund amount. Listing only the credit/refund amount is not acceptable.
9. Library specifications for invoicing are subject to change. Vendor is expected to work with the Library to meet new specifications.

All invoices are to be sent to: Chattanooga Public Library, Business Office, 1001 Broad St., Chattanooga, TN 37402. Invoices without proper order reference information will be returned to the vendor for correction. Invoices and pack lists shall have the quantity ordered, shipped and back-ordered product clearly listed. Shipments without reference information will delay payment.

**Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.**

**Vendor Disclosure and Acknowledgement**

**By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.**

**(SIGNED)**

\_\_\_\_\_

**(PRINTED NAME)**

\_\_\_\_\_

**(BUSINESS NAME)**

\_\_\_\_\_

**(DATE)**

\_\_\_\_\_

**For further information, please see website:**

**[https://www.tn.gov/assets/entitles/generalservices/cpo/attachments/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106,\\_Iran\\_Divestment\\_Act-July.pdf](https://www.tn.gov/assets/entitles/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)**

## **Affirmative Action Plan**

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. During the term of all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
  - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer".
  - b. Seek and maintain contracts with minority groups and human relations organizations as available.
  - c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities.
  - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.

5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

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(Signature of Contractor)

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(Title and Name of Company)

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(Date)