Amendment No. 4
to
Contract No. GA130000064
for
Adult and Juvenile Books (Acquisition, Cataloging, and Processing)
between
Ingram Library Services, Inc.
and the
City of Austin

1.0 The City hereby exercises this extension option for the subject contract. This extension option will be July 6, 2018 through July 5, 2019. No option will remain.

2.0 The total contract amount is increased by $2,150,550.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 07/06/2013 - 07/05/2016	$6,451,650.00	$6,451,650.00
Amendment No. 1: Option 1 - Extension 07/06/2016 - 07/05/2017	$2,150,550.00	$8,602,200.00
Amendment No. 2: Option 2 - Extension 07/06/2017 - 07/05/2018	$2,150,550.00	$10,752,750.00
Amendment No. 3 Vendor Change 10/26/2017	0	$10,752,750.00
Amendment No. 4: Option 3 - Extension 07/06/2018 - 07/05/2019	$2,150,550.00	$12,903,300.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Pamela R. Smith June 28, 2018

Printed Name: Pamela R. Smith
Authorized Representative Vice President and General Manager

Ingram Library Services, Inc.
One Ingram Boulevard
LaVergne, Tennessee 37086-1986
(800) 937-5300/ (615) 213-5721
patrick.mcelhiney@ingramcontent.com

Sign/Date: Linell Goodin-Brown 7-3-18

Linell Goodin-Brown
Contract Management Supervisor II

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Amendment No. 3
to
Contract No. GA130000064
for
Adult and Juvenile Books (Acquisition, Cataloging, and Processing)
Between
Ingram Library Services Inc.
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	Ingram Library Services Inc. dba Ingram Library Services Inc	Ingram Industries Inc., dba Ingram Library Services LLC.
Vendor Code	ING7130330	V00000948298
FEIN	[redacted]	[redacted]

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 3 is hereby incorporated into and made a part of the Contract.

Danielle Lord, Corporate Purchasing Manager
City of Austin, Purchasing Office

10/26/17

Date

Amendment No. 2
to
Contract No. GA130000064
for
Adult and Juvenile Books (Acquisition, Cataloging, and Processing)
between
Ingram Library Services, Inc.
and the
City of Austin

1.0 The City hereby exercises this extension option for the subject contract. This extension option will be July 6, 2017 through July 5, 2018. One option will remain.

2.0 The total contract amount is increased by $2,150,550.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 07/06/2013 – 07/05/2016	$6,451,650.00	$6,451,650.00
Amendment No. 1: Option 1 – Extension 07/06/2016 – 07/05/2017	$2,150,550.00	$8,602,200.00
Amendment No. 2: Option 2 – Extension 07/06/2017 – 07/05/2018	$2,150,550.00	$10,752,750.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Pamela R. Smith May 4, 2017

Printed Name: Pamela R. Smith, Vice President, Sales
Authorized Representative

Ingram Library Services, Inc.
One Ingram Boulevard
La Vergne, Tennessee 37086-1986
(800) 937-5300 / (615) 213-5721
patrick.mcelhiney@ingramcontent.com

Sign/Date: Danielle Lord 6/26/17

Danielle Lord
Corporate Purchasing Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

jb

Amendment No. 1
to
Contract No. GA130000064
for
Adult and Juvenile Books (Acquisition, Cataloging, and Processing)
between
Ingram Library Services, Inc.
and the
City of Austin

1.0 The City hereby exercises this extension option for the subject contract. This extension option will be July 6, 2016 through July 5, 2017. Two options will remain.

2.0 The total contract amount is increased by $2,150,550.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 07/06/2013 – 07/05/2016	$6,451,650.00	$6,451,650.00
Amendment No. 1: Option 1 – Extension 07/06/2016 – 07/05/2017	$2,150,550.00	$8,602,200.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Pamela R. Smith 04/25/2016

Printed Name: Pamela R. Smith, Vice President, Sales
Authorized Representative

Ingram Library Services, Inc.
One Ingram Boulevard
La Vergne, Tennessee 37086-1986
(800) 937-5300 / (615) 213-5721
patrick.mcelhiney@ingramcontent.com

Sign/Date: Michael Benson 6/22/16

Michael Benson
Chief Administrative Officer

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

jb

Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

April 30, 2013

Ingram Library Services, Inc.
One Ingram Blvd.
La Vergne, TN 37086

The City of Austin has approved the execution of a contract with your company for Adult and Juvenile Books (Acquisition, Cataloging, and Processing) for the Austin Public Library in accordance with the referenced solicitation.

Responsible Department:	Austin Public Library
Department Contact Person:	Yolanda McKnight
Department Contact Email:	Yolanda.McKnight@austintexas.gov
Department Contact Telephone:	(512) 974-7476
Project Name:	Adult and Juvenile Books (Acquisition, Cataloging, and Processing)
Contractor Name:	Ingram Library Services, Inc.
Contract Number:	GA130000064
Contract Period Amount:	$6,451,650.00
Contract Period:	07/06/13 – 07/05/16
Extension Options:	There are three 12-month extension options
Requisition Number:	8500 12112000080
Solicitation Number:	IFB SAP0166
Agenda Item Number:	52
Council Approval Date:	April 25, 2013

Thank you for your interest in doing business with the City of Austin.

Sincerely,

Sharon Patterson
Senior Buyer

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Ingram Library Services, Inc. ("Contractor")
for
Adult and Juvenile Books (Acquisition, Cataloging, and Processing)
for The Austin Public Library
GA130000064

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Ingram Library Services, Inc. having offices at La Vergne, TN 37086 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the Contract Period date indicated on the City's Award Letter ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB 8500 SAP0166.

1.1 **This Contract is composed of the following documents:**

1.1.1 This Contract

1.1.2 The City's Solicitation, Invitation for Bid (IFB), 8500 SAP0166 including all documents incorporated by reference

1.1.3 Ingram Library Services, Inc. Offer, dated January 28, 2013, including subsequent clarifications

1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications

1.3 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

1.4 **Term of Contract.** The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3), twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.5 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of $6,451,650.00 for the initial Contract term and an amount Not-to-Exceed $2,150,550.00 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

CITY OF AUSTIN

Sharon Patterson
Printed Name of Authorized Person

Sharon Patterson
Signature

Senior Buyer

April 30,2013

Counter-Signed By:

Jeff Dilbert, Corporate Purchasing Manager

ADDENDUM INVITATION FOR BID (IFB) ADULT AND JUVENILE BOOKS (ACQUISITION, CATALOGING, AND PROCESSING) CITY OF AUSTIN, TEXAS

IFB: SAP0166 **Addendum No:** 1 **Date of Addendum:** January 17, 2013

This addendum is to incorporate the following questions and answers to the above-referenced Invitation for Bid. The following questions were posed by one or more Vendors in writing. Each question (Q) is followed by its answer (A).

Questions and Answers:

1.0 (Q) Section 9.0 Collection Development & Selection Tool Services (page 4):
Would it be possible to schedule the demonstration of our proprietary system in the next few weeks in an effort to accommodate travel schedules for our presenters? Would it be possible to also provide a demonstration of our proposed shelf-ready cataloging and processing services during that time?

(A) Austin Public Library (APL) will not request a demonstration of Bidder's proprietary system prior to bid opening. Prior to contract award, APL reserves the right to have the apparent low-bidder provide a demonstration of its systems as stated in the solicitation.

2.0 (Q) Section 11.0 Physical Processing (page 17):
What RFID system does the library use? Can you please provide the description & item number of the RFID tag? What information does the vendor need to encode on the tag?

(A) Austin Public Library currently uses 3M RFID system: 3M ISO RFID Tag (50 X 50) Product number 75-4700-3214-7. This is subject to change during the term of the Contract.

3.0 (Q) Section 10.7 Adult Circulating Non-fiction (page 12):
Item 10.7.3 references the Cutter-Sanborn 4-figure table is to be used for Adult Circulating Non-fiction. However, item 10.7.1 states the first two letters of the main entry should be used to cutter adult circulating Non-fiction. Our research in your OPAC reveals that you are primarily using the first two letters of the main entry as your Non-fiction cutter. Can you please clarify this discrepancy?

(A) Cutter-Sanborn will be applied only to the Dewey Decimal Biographical Records. Items 10.7.3 and 10.7.4 of Section 0500, Specification have been combined with item 10.7.2.

Item 10.7 of Section 0500, Specification, has been replaced in its entirety with:

10.7 ADULT CIRCULATING NON-FICTION:

10.7.1 Adult non-fiction call number: Standard Dewey number stopping at no more than 7 digits after the decimal and cannot end in 0; followed by the first 2 letters of the main entry.

10.7.2 Adult individual biography, autobiography, critical works, artists/exhibition catalogs: Standard Dewey number stopping at no more than 7 digits after the decimal and cannot end in 0; followed by cutter based on biographic, subject whose work is being discussed, the artist's last name with additional cuttering by 1st letters of main entry. Adult cutter number based on Cutter-Sanborn 4-figure table. Collective Adult Biographies: Adult non-fiction call number.

10.7.3 Foreign language materials: three-letter language prefix from MARC code list for languages followed by adult non-fiction call number.

10.7.4 Bilingual language materials: three-letter language prefix from MARC code list for languages reflecting the language other than English followed by adult non-fiction call number.

10.7.5 Oversize designation required for all material 31 centimeters and larger: adult non-fiction call number followed by "OS" suffix.

10.7.6 Large type designation: "LT" prefix followed by adult non-fiction call number.

4.0 (Q) Does the library select materials at the branch level or centrally? Are branch orders consolidated and submitted as a single order or are separate orders placed for each individual branch?

(A) APL selects materials centrally and submits both consolidated and branch specific list.

5.0 (Q) Does the library require a separate invoice for each branch or are all branches billed on one invoice?

(A) APL does both. APL receives separate invoices for each location and a consolidated invoice weekly.

6.0 (Q) What version of SirsiDynix Unicorn does the library currently utilize?

(A) We currently use SirsiDynix Symphony 3.4.1.2.GA. This is subject to change during the term of the Contract.

7.0 (Q) Can the Library separate contributed records (new adds) to your catalog from existing items on your orders?

(A) No, APL prefers to submit mixed list with added copies and new titles.

8.0 (Q) Is the library currently separating orders in any fashion i.e. new adds from existing titles, genre, etc.?

(A) No, APL does not.

9.0 (Q) Does the alpha numeric cutter need to be unique on the Library's shelf list?

(A) No.

10.0 (Q) What EDI data is the Library currently transmitting to vendors?

(A) The EDI data transmitted to vendors is Library, location, item type, call number, ISBN, title, author, and quantity.

11.0 (Q) Could you please determine if responses to sections 0400 and 0500 will be accepted or treated as exceptions and therefore require a formal withdrawal?

(A) The City does not accept qualifying statements or exceptions to any of its Bid Documents.

12.0 (Q) Can the Bid Documents be provided in a Word Document format?

(A) Modifying the City's Bid Documents will result in disqualification of bid.

13.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY: Sharon Patterson — Sharon Patterson, Senior Buyer, Purchasing Office — 01/17/13 Date

ACKNOWLEDGED BY:

Ingram Library Services Inc. — Linda K. Dickert — January 28, 2013

Vendor Name — Authorized Signature: Linda K. Dickert, Assistant Secretary — Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your bid. Failure to do so may constitute grounds for rejection of your bid.

CITY OF AUSTIN, TEXAS

Purchasing Office

INVITATION FOR BID (IFB)

Offer Sheet

SOLICITATION NO: SAP0166

DATE ISSUED: January 7, 2013

REQUISITION NO.: 12112000080

COMMODITY CODE: 71598 and 95610

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:
Sharon Patterson, Senior Buyer

sharon.patterson@austintexas.gov
Phone: (512) 974-2995

COMMODITY/SERVICE DESCRIPTION: Adult and Juvenile Books (Acquisition, Cataloging, and Processing)

BID DUE PRIOR TO: Wednesday, January 30, 2013, 2:00 P.M. (CST)

BID OPENING TIME AND DATE: Wednesday, January 30, 2013, 2:15 P.M. (CST)

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

https://www.ci.austin.tx.us/financeonline/vendor_connection/index.cfm#BIDOPENINGWEBINAR

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	**Street Address for Hand Delivery or Courier Service**
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

By the signature below, I certify that I have submitted a binding offer.

Linda K. Dickert
Signature of Person Authorized to Sign Offer

Linda K. Dickert, Assistant Secretary
Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. [redacted]

Date: January 28, 2013

Company Name: Ingram Library Services Inc.

Address: One Ingram Blvd.

Email Address: ilsbids@ingramcontent.com

City, State, Zip Code La Vergne, TN 37086

Phone No. (800) 937-5300

Fax No. (615) 213-5196

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All other Sections may be viewed at: http://www.austintexas.gov/financeonline/vendor_connection/index.cfm

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page — Offer Sheet
- Section 0600 — Bid Sheet
- Section 0605 — Local Business Presence Identification Form
- Section 0700 — Reference Sheet
- Sections 0800 - 0835 — Certifications and Affidavits (return all applicable Sections)
- Section 0900 — MBE/WBE Procurement Program Package or No Goals Utilization Plan
- Copy of Bidder's return policy and credit memo procedures

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

The Vendor agrees, if this Offer is accepted within 120-calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

* **INCORPORATION OF DOCUMENTS. Section 0100, Standard Purchase Definitions**; **Section 0200, Standard Solicitation Instructions**; and **Section 0300, Standard Purchase Terms and Conditions** are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: **http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS**

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered.

Registration can be done through the City's on-line vendor registration system. Log onto http://www.austintexas.gov/financeonline/vendor_connection/index.cfm ***and follow the directions***.

CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby

releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. **WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor’s obligations under this paragraph.

12. **INVOICES**:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department’s Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor’s name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor’s registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor’s invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. **PAYMENT**:

A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.

B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming Deliverables by the Contractor;
ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

F. Payment will be made bycheck unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. **FINAL PAYMENT AND CLOSE-OUT**:

A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **RIGHT TO AUDIT**:

A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. **SUBCONTRACTORS**:

A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. **WARRANTY – TITLE**: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled Deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.

E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:**. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

    A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

    B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

(1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or

(2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE**: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised 6/01/98).

A. General Requirements.

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.

xii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

    A. Patents. As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

    B. Copyrights. As to any Deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or

joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.

39. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

40. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

41. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

42. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

44. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

47. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

49. **DISPUTE RESOLUTION**:

    A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

    B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

50. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the

parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. **HOLIDAYS:** The following holidays are observed by the City:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

55. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract

and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. <u>BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)</u>

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
ADULT & JUVENILE BOOKS (ACQUISTIONS, CATALOGING, AND PROCESSING)

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5 in Section 0200)

   All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 2:00 PM Central Savings Time, on Wednesday, January 16, 2013. Please send to Sharon Patterson by email Sharon.Patterson@austintexas.gov or fax: (512) 974-2388.

2. **INSURANCE.** Insurance is required for this solicitation.

   A. General Requirements. See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

      i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award

      ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

      iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

      iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

      City of Austin Purchasing Office
      P. O. Box 1088
      Austin, Texas 78767

   B. Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

      i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.

         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
            (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

      ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

(1) The policy shall contain the following provisions:
  (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
  (b) Contractor/Subcontracted Work.
  (c) Products/Completed Operations Liability for the duration of the warranty period.
  (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage (X,C,U).

(2) The policy shall also include these endorsements in favor of the City of Austin:
  (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
  (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
  (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:
  (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
  (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
  (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

Note: If shipment is made by common carrier, then the requirements for Workers Compensation Employee Liability Section B, i and Business Automobile Liability Insurance, Section B, iii are not required for this solicitation. The Contractor must declare the method of shipment with their Bids.

3. **TERM OF CONTRACT**

A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to three (3) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the

provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 36-MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

4. **QUANTITIES**

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. **DELIVERY REQUIREMENTS**

A. Delivery shall be made to the locations listed as Attachment C, Locations. INSIDE DELIVERY IS REQUIRED. UNDER NO CIRCUMSTANCES SHALL DELIVERIES BE LEFT OUTSIDE OF THE LIBRARY LOCATIONS.

B. Delivery is to be made within 15-calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.

C. The contractor must deliver an average of 80 percent of the publications.

D. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.

E. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.

F. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).

6. **INVOICES and PAYMENT** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall be in accordance with Item 10.2 of Section 0500, Specification and shall contain a non-duplicated invoice number as well as the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Public Library
Attn:	Technical Services
Address	P.O. Box 2287
City, State Zip Code	Austin, Texas 78768

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. **RESTOCKING FEES**

A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.

B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

8. **SAMPLES – EXACT REPLICA**

A. The Offeror shall submit an exact replica of the goods to be provided per Section 0500, Specification. The sample(s) shall be provided within 10-working days after request by the City.

B. Send samples to the City at the following address:

City of Austin	
Department	Purchasing Office
Address	P.O. Box 1088
City, State Zip Code	Austin, Texas 78767
Attn:	Sharon Patterson

C. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.

D. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

E. Samples will be evaluated or tested as follows:
   i. Compared to Section 0500, Specifications for accuracy of processing
   ii. Tattle tape and RFID tag tested through the security system
   iii. Scanned on barcode readers

9. **PUBLISHED PRICE LISTS**

A. Offerors may quote using published price lists in the following ways:

   i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.

B. Two (2) copies of the list upon which the discounts are based shall be submitted within 14-calendars of Contract Award. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. The price list must also include the Publisher's name, the Publisher's latest effective date, and the Publisher's price schedule. All price lists submitted become part of the Offer.

C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the Publisher's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30-calendar days after written notification. The City reserves the right to refuse any list revision.

D. The discount quoted on Section 0600, Bid Sheet, shall be fixed throughout the term of the Contract, and are not subject to increase.

E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

10. **LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)**

A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is $11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.

C. The City requires Contractors submitting Offers on this Contract to provide a signed certification **(see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than $11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:

i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
ii. time and date of week when employee's workweek begins;
iii. hours worked each day and total hours worked each workweek;
iv. basis on which employee's wages are paid;
v. regular hourly pay rate;

vi. total daily or weekly straight-time earnings;
vii. total overtime earnings for the workweek;
viii. all additions to or deductions from the employee's wages;
ix. total wages paid each pay period; and
x. date of payment and the pay period covered by the payment.

E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications **(see the Living Wages and Benefits Employee Certification included in the Solicitation)** for all employees directly assigned to the contract containing:

i. the employee's name and job title;
ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of $11.00 per hour;
iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

Employee Certifications shall be signed by each employee directly assigned to the contract.

F. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.

G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

11. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.

D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

12. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)**

A. Access to any Austin Library Department facility by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.

B. Contractor personnel will be required to check in with the Site Manager, or designee, when entering or leaving any Austin Library facility. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule.

C. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

13. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

14. **ECONOMIC PRICE ADJUSTMENT**

A. Prices shown in this contract shall remain firm for the first 12-month period of the contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:

B. Price Increases

i. Requests for price increases for processing and cataloging must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:

(1) an itemized, revised price list with the effective date of the proposed increase;

(2) Contractor shall submit, as a part of the request for increase, the version of the U.S. Department of Labor Employment Cost Index for Wages and Salaries for all Private Industry Workers (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period.

(3) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the services provided. Prices for services unaffected by verifiable cost trends shall not be subject to change.

ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an

increase at that time. Once received, the City will have 30-calendar days to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.

iii. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

C. Price Decreases

i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Request for price decreases by the City will be based on the same documentation as price increase request. Price decrease offers may also be subject to negotiation.

ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have 30-calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

15. **INTERLOCAL PURCHASING AGREEMENTS** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

16. **CONTRACT MANAGER**

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Zady Chouinard
Purchasing Supervisor
Austin Public Library
Phone 512.974.7477
zady.chouinard@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

CITY OF AUSTIN, TEXAS
PURCHASE SPECIFICATIONS FOR
AUSTIN PUBLIC LIBRARY
ADULT & JUVENILE BOOKS (ACQUISTIONS, CATALOGING, AND PROCESSING)

1.0 PURPOSE

This Invitation for Bid (IFB) is intended to establish a contract with a commercially and technically qualified Contractor to supply the Austin Public Library (APL) adult and juvenile books fully cataloged, added to inventory (holdings) records, and processed such that they are "shelf ready" in accordance with the APL's specification and drop shipped to our many locations.

It is the City's preference to award a single contract for the acquisition, cataloging, and processing of books; however, in the event that Bidders are unable to supply books in all of the categories or unable to provide the cataloging and processing services listed in this solicitation, the City reserves the right to award multiple contracts based on line item, group, product categories, and/or services. A Successful Bidder may be awarded either the entire contract, the majority of the contract, or select parts.

2.0 VALUE OF AGREEMENT

The City reserves the right to purchase more or less of the quantities as may be required during the Contract term. Orders will be as-needed and specified by the City on each order. Quantities stated on Section 0600, Bid Sheet are annual estimates and not a guarantee of actual volume. Quantities are provided as a guide to historical usage. There are no minimum order quantities and actual purchased quantities may vary.

3.0 BACKGROUND

At the time of this Contract, the Austin Public Library (APL) consists of a Central Library, 20 branch libraries, and the Austin History Center. No new branches are currently planned. The City has plans to begin construction on a new Central Library in 2014. During the term of this Contract, the City reserves the right to add or remove library locations as needed and without prior written notice to the Contractor.

APL uses the SirsiDynix Unicorn, automated library system for acquisitions, cataloging, circulation, and for the online public-access catalog.

4.0 CONTRACTOR QUALIFICATIONS

4.1 Companies who have the ability, experience, organization, technical qualifications, stock, and facilities for handling the anticipated contract volume, type of materials specified, and who can provide standard services commonly related to wholesale book trade, are invited to submit bids.

4.2 The Contractor shall be actively engaged in the regular wholesale book trade business for a period of five (5) years or more, and will carry a general stock of publications.

4.3 The Contractor must be currently supplying books on contractual basis with (5) public libraries serving communities with populations of 250,000 or more. Customer references shall be submitted as required in Section 0700 of the solicitation.

4.4 The Contractor must be actively engaged in selection, cataloging, processing and other related services for a period of three (3) or more years.

4.4.1 The Contractor shall employ sufficient selection, cataloging, and processing staff to meet the demands of this contract. Indicate on Bid Sheet, Section 0600 the number of staff members that will be assigned to routinely catalog and process materials for APL. Staff assigned to catalog and process materials for APL shall be comparable to other Library systems similar in size.

4.4.2 The Contractor must provide a minimum of (5) references for which the bidder has supplied comparable services. Customer references shall be submitted as required in Section 0700 of the solicitation.

4.4.3 The Contractor's cataloging services and collection development units must be managed by staff members with ALA accredited Masters of Library Science/Information Science degree and have significant professional experience in their fields. Within five-business of request by the City, the Contractor shall provide copies of the Contractor's staff degrees and evidence of their experience as related to this field.

5.0 DISCOUNT FROM PRICE LIST

The Bidder must bid a flat rate discount for books. Bids are to be made on the basis of "percentage discount from publisher's list price".

6.0 BOOK SPECIFICATIONS

The categories of books to be purchased by the City under this Contract are: new adult/juvenile trade hardcover, new adult/juvenile trade/quality paperback, New adult/juvenile mass market, new technical books, and new university press books which are currently in print and available to the trade (publishers, jobbers, etc.) including those specifically noted below.

6.1 DEFINITIONS OF BOOK FORMATS

6.1.1 Adult and juvenile trade hardcover: High-demand material from widely distributed publishers designed for general consumers, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others.

6.1.2 Adult and juvenile trade/quality paperback: High-demand paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets.

6.1.3 Adult and juvenile mass market paperbacks: A standard rack-size paperback typically found in bookstores or other retail outlets.

6.1.4 Text, technical and small press: Materials that includes, but not limited to text, technical, reference, small press, titles imported from the UK, and some university press titles.

6.1.5 University Press Trade Edition: Any University Press Trade Editions, both adult and juvenile and are subject to the publishers reclassification.

6.1.6 Library Binding: special hardcover binding designed to be more durable than trade hardcover editions and to withstand use in a library environment, majority of these are children books.

6.2 FORMATS OF BOOKS EXCLUDED

Used books, lift-the-flap books, pop-up books, magazines, journal type books designed to be written in, and push books.

7.0 METHOD OF ORDERING

7.1 The City will assign a Contract number to the Contractor, and this number will be the controlling document number for the life of the Contract. Releases will be made throughout the term of the Contract in the form of a Delivery Order (DO).

7.2 Contractor must accept orders in the following transmission formats:

7.2.1 Electronic Data Interchange (EDI) via SIRSI

7.2.2 Ordering via Contractor's proprietary system with 9XX information that can be used to create an order record in SirsiDynix.

7.2.3 By fax

7.2.4 By phone

7.2.5 By e-mail

7.2.6 Printed Delivery Order

7.2.7 Printed selection list

7.3 Contractor's proprietary system must be able to accept extended BISAC, enhanced EDI and/or X12 orders with the ability to build orders containing quantity, library, location and item type.

7.3.1 Contractor's proprietary system shall allow the Library to enter orders and to have full order inquiring capabilities.

7.3.2 Contractor's proprietary electronic system must have the ability to accept ten (10) or thirteen (13) digit ISBN.

8.0 FLEXIBILITY IN MEETING SPECIAL CIRCUMSTANCE AND NEEDS

8.1 The Contractor shall have the ability to be flexible and have a willingness to meet any special circumstances or changing needs that may occur during the term of the Contract.

8.2 Based on detailed development profiles, the Contractor shall provide selection list and aids from which library staff can select materials for the collection. Such list should be provided via the Contractor's web based online bibliographic software and, upon request, via excel.

8.3 The Contractor shall accommodate any process changes due to SirsiDynix upgrades or Library requirements.

8.4 "Blanket" or "Approval" purchase plans and open day collections may also be purchased under this agreement.

9.0 COLLECTION DEVELOPMENT & SELECTION TOOL SERVICES

9.1 Prior to Contract award, the City may request to have a demonstration of the Bidder's proprietary system. The purpose of the demonstration will be for the City to determine that the Bidder's system meets the functionality requirements of quality, performance, and characteristics as described herein, and desired by APL, and is not intended to limit or restrict competition.

Any system not meeting the functionality requirements will be deemed by the City as non-responsive and non-responsible and may therefore result in the disqualification of the Bidder's Bid. Decisions of functionality will be at the soled interpretation and discretion of the City of Austin. A blanket statement by the Bidder that its system will meet all requirements will not be sufficient.

9.2 APL must have free multi-level access to the Contractor's proprietary system with the following features:

9.2.1 Ability to build carts that can be shared, private and public for library staff.

9.2.2 Ability to know during search if an items is already on another list.

9.2.3 Duplicate checking by title as well as ISBN.

9.2.4 Search abilities by title, ISBN, author, keyword.

9.2.5 Ability to do advance searches by binding type, price, age group and format.

9.2.6 Real-time inventory information (such as number item on hand and on order).

9.2.7 Ability to add titles to a cart using a template with multiple locations and funds.

9.2.8 Title descriptions, physical information, LC subjects, LCCN, Dewey.

9.2.9 Ability to merge, copy, or sort carts by binding, ISBN, price, pub date, publisher, and title ability to create a grid to order one title multiple times for different locations.

9.2.10 Ability to search by review source and its publication date desired especially Library Journal, Book list, Kirkus, School Library Journal, publishers weekly, New Yorker, and Book Review.

9.2.11 Access to full text reviews, annotations, cover images and citations.

9.2.12 Access to pre-built specialty list.

9.2.13 Ability to globally add or change funds, locations, quantities and local notes for all items in a list.

9.2.14 Ability to generate a report of expenditures on a single list by fund and location.

9.2.15 Ability to put all wanted titles on one list and distribute to multiple locations.

9.2.16 Ability to check status of order.

9.2.17 Ability to track cart or list totals.

9.2.18 Ability to download MARC-formatted records from selection list.

9.2.19 Advance notification system for upcoming “hot” titles.

9.2.20 Contractor created selection list with well reviewed titles and titles of interest of public libraries that are not normally reviewed.

9.2.21 Ability to view pre-publication announcements list of upcoming popular releases.

9.3 The Contractor’s database must have the ability to provide brief order records and handle multiple libraries with multiple fund codes. These records must be able to be easily transferred into the Library’s SirsiDynix acquisitions module.

9.4 The Contractor must provide ongoing support for online services, notification when new releases or upgrades that are available, and a toll free number and e-mail for technical support.

9.5 The Contractor’s database should provide different levels of access that will allow full privileges to collection development staff and limited access to public staff.

9.6 Online database must have the ability to interact with SirsiDynix.

10.0 CATALOGING & CREATION OF BIBLIOGRAPHIC & HOLDING RECORDS

10.1 BIBLIOGRAPHIC SEARCHING

The Contractor shall verify whether a bibliographic record exists in the Library’s database for each title ordered.

10.1.1 Electronic search for existing bibliographic record in Library’s database will be by:

a) ISBN (020)
b) LCCN (010)
c) OCLC number (001)

Library will be notified of any duplicate records found.

10.1.2 Non-electronic searching for existing bibliographic records in Library's database will be by ISBN only. Library will be notified of any duplicate records found.

10.1.3 The following situations may result when searching for bibliographic records in the Library's database.

10.1.3.1 MARC record is found with items attached

10.1.3.1.1 These are records where the item's ISBN reflects the Title control match point.

10.1.3.1.2 These are records that have already been fully cataloged.

10.1.3.1.3 These require the Contractor to only add holdings via item conversion (Reference item conversion specifications).

10.1.3.1.4 The Contractor will use the call number listed in the 092 subfields "a" and "b" or – 099 subfields "a". If there is no 092 or 099 field, use the call number for the Library's copy from the holdings record.

10.1.3.2 Short/brief temporary record is found with APL item records attached.

10.1.3.2.1 These are records where the item's ISBN reflects the Title control match point.

10.1.3.2.2 These are temporary records that represent titles the Library has on order.

10.1.3.2.3 These records contain a minimum of ISBN, author, title, publisher, edition (if applicable).

10.1.3.2.4 These require the Contractor to supply a full bibliographic record in MARC format to overlay/replace the short/brief record and add holdings. (See NEW BIBLIOGRAPHIC RECORDS).

10.1.4 If record is found and the match point differs, the Contractor is to supply a full bibliographic record in MARC format and add holdings. (See NEW BIBLIOGRAPHIC RECORDS) These are records where the item's ISBN does not match the Title control match point.

10.1.5 If multiple records are found Contractor is to notify Library's Cataloging unit of duplicate records if ISBNs reflect Title control match points on all records found.

10.2 CATALOGING LEVELS

10.2.1 The Contractor shall verify whether a bibliographic record exists in the Library's database for each title ordered. If a matching record cannot be found in the Library's catalog, the Contractor will supply the bibliographic record on one of the following levels:

10.2.2 Copy cataloging:
Bibliographic record obtained from OCLC or other bibliographic databases, which meets at least minimum requirements of MARC records (Reference minimum MARC record requirements) and requires minimal editing. (i.e. verification and/or minimal modification of 1XX, 6XX, 7XX and Dewey standard call number).

10.2.3 Enhanced cataloging:
Bibliographic record obtained from OCLC or other bibliographic databases, which does not meet at least minimum requirements of MARC records (Reference minimum MARC record requirements) and requires that the record be brought up to full cataloging standards. (i.e. Library of Congress CIP or IN PROCESS records, which must be upgraded to meet at least minimum requirements, be assigned unabridged Dewey Decimal call number and be assigned subject headings)

10.2.4 Derived cataloging:
If no matching record is found in OCLC or other bibliographic databases, a new bibliographic record is derived from an existing bibliographic record whereby minimal editing is required to meet at least minimum requirements of MARC record (Reference minimum MARC record requirements). (i.e. new record is created via derivation of different format, previous edition, or similar record)

10.2.5 Original cataloging:
No bibliographic record can be found in OCLC or other bibliographic databases requiring the Contractor's catalogers to create a record, assign name(s), subject headings, and create an unabridged Dewey Decimal call number. Record must at least meet minimum requirements of MARC records (Reference minimum MARC record requirements). It is estimated that only an extremely small percentage (less than 1%) of the titles ordered would require original cataloging.

10.3 NEW BIBLIOGRAPHIC RECORDS

10.3.1 When full bibliographic record does not exist in the library's catalog, the Contractor will supply bibliographic record on one of the specified cataloging levels: Different publications, printings, bindings, etc. will not be combined on one bibliographic record.

10.3.2 New records will be required for:

a) Trade paperbacks
b) Mass-market paperbacks
c) Large-print
d) Contractor binding with ISBN distinct from original ISBN
e) Other bindings with distinct ISBN
f) Each volume or part of a larger set or multi-volume monographic

10.3.3 The Contractor will first search OCLC for matching record.

10.3.3.1 Match criteria are: title, author, ISBN, publication date, and edition.
10.3.3.2 Serial and set records are not accepted.
10.3.3.3 Preference order of OCLC records shall be DLC, NLC, GPO, other.

10.3.4 If matching record cannot be found in OCLC, other bibliographic databases may be used to search for record.

10.3.4.1 Match criteria are: Title, author, ISBN, publication date, and edition.
10.3.4.2 Serial and set records are not accepted.
10.3.4.3 Bibliographic record must meet at least minimum requirements of MARC records (Reference minimum MARC record requirements) and local bibliographic specifications set out in this document.

10.3.5 If matching record cannot be found in other bibliographic databases, the Contractor will supply original cataloging.

10.3.5.1 Bibliographic record must meet at least minimum requirements of MARC records (Reference minimum MARC record requirements) and all other original cataloging and local specifications set out in this document.

10.4 MINIMUM MARC RECORD REQUIREMENTS

10.4.1 For all new bibliographic records provided when an existing record cannot be found in Library's database, the following standards shall apply.

10.4.1.1 Records must be in accordance with all national cataloging standards:

a) Anglo-American Cataloging Rules, 2nd edition, 2002 revision with 2005 update; including Resource Description & Access (RDA) or any subsequent editions or revisions published during contract period.
b) MARC 21 format for Bibliographic Data, 1999 edition or any subsequent editions or revisions published during contract period
c) Library of Congress, Subject Headings, 34th edition or any subsequent editions or revisions published during contract period.
d) Non-fiction call number, using unabridged Dewey Decimal
e) Classification, 23rd edition or subsequent edition or revision, following all specifications regarding local call number conventions per library's call number specifications.
f) Fiction call number reflecting genre class number following all specifications regarding local call number conventions per library's call number specifications.

10.4.2 Board book call numbers should reflect all specifications regarding local number conventions per library's call number specifications.

10.4.3 All new bibliographic records supplied will include 949 field with call number and item level information for each copy per Library's 949 field specifications.

10.4.4 Minimum field requirements for a single MARC record are:

a) In the record leader, the logical length in bytes 0-4; and valid codes for record status, record type and bibliographic records in bytes 5-7. Uppercase letters are not valid in these elements.
b) A record directory
c) Control number
d) Subfield "a" OCLC Control Number
e) (008) Audience coding
   - Adult materials must not be coded j, a, b or c
   - Juvenile materials must be coded j, a, b, or c
f) (020) ISBN (10 digit)
   - Only one 10 digit ISBN corresponding to the item
g) (024 with 1st indicator value 3) ISBN (13 digit)
   - Only one 13 digit ISBN corresponds to the 10 digit ISBN in 020 field
h) (035) Local control number
   - The Contractor will use this field for any unique Contractor number
i) (099) Call Number
   - See specifications for APL call numbers
j) (1XX) Names or uniform title headings used as a main entry

k) (240) Uniform title added entry, if applicable
l) (245) Title and statement of responsibility
m) (246) Varying form of title if applicable
n) (250) Edition statement, if applicable
o) (260) Publication, printing, distribution, issue, release or productions of work
   - Subfields “a”, “b”, and “c” required
p) (300) Physical description of item
   - Subfields “a”, “c” and “e” (if applicable) required
q) (440) or (490) Series statements, if applicable
   - 440 or 490 series statement will be supplied if applicable
   - Corresponding 8XX field will be supplied if 490 containing first indicator 1 is used.
r) (5XX) Notes fields
   - The Contractor will supply 500, 505, 520, and/or 521 fields when appropriate
s) (6XX) Subject headings
   - Appropriate subject headings will be supplied for work
t) (7XX) Additional name and/or title access points
   - The Contractor will supply appropriate access points for work
u) (8XX) Series added entries
   - The Contractor will supply corresponding 8XX field when appropriate 490 field containing first indicator 1 is present
v) (9XX) Local processing
   - The Contractor will supply necessary item information in 949 field (see 949 specifics)

10.4.5 All 1XX, 7XX, and 6XX fields shall be subject to authority control. OCLC authority file forms will be used for name and subject headings including: 1xx, 7xx, and all 6xx fields with second indicator 0 when such forms exist.

10.5 949 FIELD REQUIREMENTS

10.5.1 949 fields will contain the following item information:

10.5.1.1 Subfield “a” (Call Number) Call number can be acquired from the following:

a) 092 subfield “a” and “b”
b) 099 all subfield “a”
c) If more than one 099 field exists, call number prefix should correspond to the holding code or fund
   - Subfield “w” Class Scheme
d) Class Scheme will be entered as “DEWEY”
   - Subfield “h” Holding code
e) Each items Holding code specified in order shall be used
   - Subfield “i” Barcode Number
f) Item Barcode number
   - Subfield “p” Price

g) Each item's price shall reflect price from order and shall be in format $0.00
   - Subfield "r" Circulation Flag

h) Circulation Flag will be entered as "Y"
   - Subfield "s" Permanent Flag

i) Permanent Flag will be entered as "Y"
   - Subfield "u" Acquisitions Date

j) Date shall reflect the date order was sent and shall be in format MM/DD/YYYY.

10.6 CALL NUMBER SPECIFICATIONS

10.6.1 Field 099 must be used for all call numbers.

10.6.2 Each call number element (prefix, suffix, Cutter, & level, etc.) should be separated by a space.

10.6.3 Non-fiction call number using Dewey Decimal Classification, 23rd edition or subsequent edition or revision following all specifications regarding local call number conventions per library's call number specifications.

10.6.4 Fiction call number reflecting genre class number following all specifications regarding local call number conventions per library's call number specifications.

10.6.5 Board Book call numbers must reflect all specifications regarding local number conventions per library's call-number specifications.

10.7 ADULT CIRCULATING NON-FICTION

10.7.1 Adult non-fiction call number: Standard Dewey number stopping at no more than 7 digits after the decimal and cannot end in 0; followed by the first 2 letters of the main entry.

10.7.2 Adult individual biography, autobiography, critical works, artists/exhibition catalogs: Standard Dewey number stopping at no more than 7 digits after the decimal and cannot end in 0; followed by cutter based on biographic, subject whose work is being discussed, the artist's last name with additional cuttering by 1st letters of main entry.

10.7.3 Adult cutter number based on Cutter-Sanborn 4-figure table.

10.7.4 Collective Adult Biographies: Adult non-fiction call number.

10.7.5 Foreign language materials: three-letter language prefix from MARC code list for languages followed by adult non-fiction call number.

10.7.6 Bilingual language materials: three-letter language prefix from MARC code list for languages reflecting the language other than English followed by adult non-fiction call number.

10.7.7 Oversize designation required for all material 31 centimeters and larger: adult non-fiction call number followed by “OS” suffix.

10.7.8 Large type designation: “LT” prefix followed by adult non-fiction call number.

10.8 ADULT REFERENCE

10.8.1 Adult reference call number: prefix of “R” followed by Standard Dewey number stopping at no more than 7 digits after the decimal and cannot end in 0 followed by the first 2 letters of the main entry.

10.8.2 Adult reference individual biography, autobiography, critical works, artists/exhibitions catalogs: prefix of “R” followed by Standard Dewey number stopping at no more than 7 digits after the decimal and cannot end in 0; followed by Cutter based on biographee, subject whose work is being discussed, the artists last name with additional cuttering by 1st letters of main entry.

10.8.3 Adult cutter number based on Cutter-Sanborn 4-figure table.

10.8.4 Reference collective adult biographies: Adult reference call number.

10.8.5 Reference foreign language materials: three-letter language prefix from MARC code list for languages followed by adult reference call number.

10.8.6 Reference bilingual language materials: three-letter language prefix from MARC code list for languages reflecting the language other than English followed by adult reference call number.

10.8.7 Reference multiple language materials: three-letter language prefix MUL followed by adult reference call number.

10.9 ADULT FICTION AND GENRE CLASS NUMBER

10.9.1 All genre prefixes will be followed by first four letters of main entry

10.9.1.1 FIC – works of fiction not covered by other specific genres

10.9.1.2 SCF – term science fiction is subject or genre heading

10.9.1.3 M – term mystery is subject or genre heading

10.9.1.4 W – term western is subject or genre heading

10.9.1.5 SS – collection of short stories by more than 1 author

10.9.1.6 SCF, M, W genre prefix will be added to all SS call numbers with corresponding subject headings. (i.e. M SS; SCF SS; W SS)

10.10 JUVENILE OR YOUNG ADULT CIRCULATING NON-FICTION

10.10.1 Juvenile non-fiction call number: prefix of “J” or “Y” followed by Standard Dewey number stopping at no more than 3 digits after the decimal and cannot end in 0 followed by the first 2 letters of the main entry.

10.10.2 Juvenile individual biography, autobiography: prefix of “J” or “Y” followed by class number 921 followed by first two letters of biographies’ last name.

10.10.3 Juvenile collective biographies: prefix of “J” or “Y” followed by class number 920 followed by first two letters of main entry.

10.10.4 Juvenile foreign language materials: three-letter language prefix from MARC code list for languages followed by juvenile non-fiction call number.

10.10.5 Juvenile bilingual language materials: three-letter language prefix from MARC code list for languages reflecting the language other than English followed by juvenile non-fiction call number.

10.11 JUVENILE REFERENCE

10.11.1 Juvenile reference call number: prefix of “JR” followed by Standard Dewey number stopping at no more than 3 digits after the decimal and cannot end in 0 followed by the first 2 letters of the main entry.

10.11.2 Juvenile reference individual biography, autobiography: prefix of “JR” followed by class number 921 followed by first two letters of biographies’ last name.

10.11.3 Juvenile reference collective biographies: prefix of “JR” followed by class number 920 followed by first two letters of main entry.

10.11.4 Juvenile reference foreign language materials: three-letter language prefix from MARC code list for languages followed by juvenile reference call number.

10.11.5 Juvenile reference bilingual language materials: three-letter language prefix from MARC code list for languages reflecting the language other than English followed by juvenile reference call number.

10.12 JUVENILE OR YOUNG ADULT FICTION CALL NUMBER

10.12.1 Juvenile fiction prefixed by “J” or “Y” followed by first four letters of main entry.

10.12.2 FIC – works of fiction

10.12.3 No genre classes are assigned

10.13 EASY CIRCULATING NON-FICTION

10.13.1 Easy non-fiction call number: prefix of “E” followed by Standard Dewey number stopping at no more than 3 digits after the decimal and cannot end in 0 followed by the first 2 letters of the main entry

10.13.2 Easy individual biography, autobiography: Prefix of “E” followed by class number 921 followed by first two letters of biographee’s last name.

10.13.3 Easy collective biographies: prefix of “E” followed by class number 920 followed by first two letters of main entry.

10.13.4 Easy foreign language materials: three-letter language prefix from MARC code list for languages followed by Easy non-fiction call number.

10.13.5 Easy bilingual language materials: three-letter language prefix from MARC code list for languages reflecting the language other than English followed by easy non-fiction call number.

10.14 EASY FICTION CALL NUMBER

10.14.1 Easy fiction prefixed by “E” followed by first four letters of main entry.

10.14.2 FIC – works of fiction.

10.14.3 No genre class numbers.

10.15 BEGINNING READER CIRCULATING NON-FICTION

10.15.1 Reader non-fiction call number: prefix of “E1” followed by Standard Dewey number stopping at no more than 3 digits after the decimal and cannot end in 0 followed by the first 2 letters of the main entry.

10.15.2 Reader individual biography, autobiography: prefix of "E1" followed by class number 9 followed by first two letters of biographee's last name.

10.15.3 Reader collective biographies: prefix of "E1" followed by class number 920 followed by first two letters of main entry.

10.15.4 Reader foreign language materials: three-letter language prefix from MARC code list for languages followed by reader non-fiction call number.

10.15.5 Reader bilingual language materials: three-letter language prefix from MARC code list for languages reflecting the language other than English followed by reader non-fiction call number.

10.16 BEGINNING READER FICTION

10.16.1 Easy fiction prefixed by "E1" followed by first four letters of main entry.

10.16.2 FIC – works of fiction.

10.16.3 No genre class numbers.

10.17 BOARD BOOKS CLASS NUMBER

10.17.1 All material published on Board pages will be considered a Board Book.

10.17.2 Board Book class number prefixed by "BDB" followed by first four letters of main entry.

10.18 ITEM CONVERSION

10.18.1 The Contractor has verified via search guidelines that a bibliographic record exists in the Library's database for each title ordered. Item level information for each copy ordered will then be added to the Library's database through one of the following item conversion methods.

10.18.2 (Preferred method of conversion) Electronic item conversion – no cataloging is required, copy specific item level and call number information delivered in electronic format via FTP or EDI.

10.18.3 Manual item conversion – no cataloging is required. Requires online linking of copy specific item-level and call number information to existing appropriate bibliographic records.

10.18.4 Special accounts for the Contractor can be established in Library's system for both, or either of these, methods.

10.19 BIBLIOGRAPHIC RECORD DELIVERY

10.19.1 When full bibliographic record does not exist in the library's catalog, the Contractor will supply new bibliographic record within 10-working days of receipt of order.

10.19.2 1OCLC bibliographic records: Bibliographic records will be delivered in MARC format via FTP. Other bibliographic database records & original records: bibliographic records will be delivered in MARC format via FTP.

10.19.3 The Contractor will update holdings in OCLC database with the Library's holding symbol for all new titles cataloged for the library. Special accounts for the Contractor can be established for OCLC Connexion.

10.19.4 If the Contractor is unable to update Library's holding: in addition to bibliographic records, the Contractor will also deliver a separate TEXT (.txt) document containing all ISBN or OCLC number for each bibliographic record supplied.

11.0 PHYSICAL PROCESSING

11.1 The Contractor must be able to provide full processing (reference Attachments A and B).

11.1.1 Attaching Mylar jackets with tape for all books with dust covers (crystal-clear glossy, 2mil polyester film, paper backing, uv resistant, and archival safe)

11.1.2 Attaching spine labels. 1 ½" x 1" paper, using Arial 11 point; left justified. Non-fiction call numbers break after class number (Attachment A)

11.1.2.1 Large type books use Arial 16 point font (Attachment A)

11.1.2.2 If the spine label width is less than 5/8" the call number is placed vertically as shown in (Attachment A)

11.1.2.3 Spine labels should be applied under Mylar jackets, items without Mylar covers must be covered with spine protectors.

11.1.3 Attaching Contractor supplied security strips (3M B1 inserted in the spine of hardcover, 3M B2 inserted between the pages of paperbacks)* tattle tape is applied to all items.

11.1.4 Attaching and programming Contractor supplied RFID security tag (tag size is 50mm x50mm)

11.1.5 Attaching two (2) Contractor supplied barcodes (2 ⅛ x ¾). Barcodes should have a unique barcode with check digit CODE 39 symbology along with the name of the branch and Austin Public library. The coding will be placed on the label so the label is readable by symbol laser

barcode reader with code 39and the 3M self check system. The label shall have a pressure sensitive adhesive backing, shall be photo composed, and shall be water resistant and indelible (2 per book see (Attachment B).

11.1.6 Applying spine protectors for all exposed spine labels without dustcovers.

11.1.7 Applying "Library Use Only" stickers on the first page in the top right corner on books identified as reference by Austin Public Library.

11.1.8 Prior to Contract award, the City may request a sample of a fully-processed book to demonstrate the Bidder's ability to meet this specification. The purpose of the sample will be for the City to determine whether or not the Bidder's processing fully meets the functionality requirements of quality, performance, and characteristics as described herein, and desired by APL, and is not intended to limit or restrict competition.

12.0 INVOICING SERVICES

12.1 Austin Public Library is exempt from payment of sales taxes and will provide copies of the exemption certificate to the Contractor on request.

12.2 The Contractor must supply invoices and credit memos to:
Austin Public Library
Technical Services
P.O. Box 2287
Austin, Texas 78768

12.3 All shipping and handling charges shall be incorporated in the cost of the material bid and not charged as a separate line item on the invoice.

12.4 The Contractor must provide original invoice and one duplicate by mail at the time of shipment. Electronic invoices may be substituted for mailed invoices if arrangements have been made with APL prior to sending them and if they are sent at time of shipment.

12.5 Invoices should also be sent electronically to SIRSIDynix via X12.

12.6 Invoice information for each title will be listed in the following order: quantity, title, author, ISBN, unit list, discount, unit price with discount, and the extended total cost. APL's Delivery Order number will be listed on the invoice.

12.7 Fees for processing or any other service related to the purchases of books should be reflected as a separate line item on the same invoice as the products. If the Contractor is unable to combine invoices the Contractor may submit a separate invoice for the processing/service fees and a separate invoice for the

product. However, each invoice must cross reference the invoice number of the related service or product.

12.8 Separate invoice for each Delivery Order is not required, but separate invoices are required for the different billing accounts.

12.9 In the event an invoice is incorrect, APL cannot make correction to an invoice. The Contractor will be required to submit a corrected invoice.

12.10 In the event of an error requiring APL to receive credit, a credit memo must be provided in writing within 30 days of a claim.

12.11 The Contractor must provide monthly status reports on cancellations, unfilled, and delayed orders. Reports may be downloadable from the Contractor's proprietary system. If the report is not downloadable, the City will require it to be submitted in excel format.

12.12 The Contractor must provide monthly statements of outstanding transactions for each Library account. The statements may be downloadable from the Contractor's proprietary system. If the report is not downloadable, the City will require it to be submitted in excel format.

13.0 SHIPPING AND DELIVERY

13.1 The Contractor must establish separate and distinct ship-to accounts numbers for each library location and deliver shipment directly to each library location (Attachment C for locations and hours of operations). INSIDE DELIVERY IS REQUIRED. UNDER NO CIRCUMSTANCES SHALL DELIVERIES BE LEFT OUTSIDE OF THE LIBRARY LOCATIONS.

13.2 The contractor must deliver an average of 80 percent of the publications on any delivery within 15 calendar days of receipt of order. As publications on each order are delivered, the Contractor must send a weekly cancellation report on any titles that are temporarily out of stock (TOS), publisher out of stock (POS), out of print (OP), not yet published (NYP), or cannot be supplied with reasons indicated.

13.3 At the end of 60-working days after order date, the Contractor will be required to report any remaining orders he/she is unable to fill.

13.4 APL will be permitted to purchase on an "in stock" basis (without back orders) with the Contractor as the Library's needs dictate.

13.5 The Contractor must provide APL with the ability to track shipments.

13.6 Fill rate for each year of the contract must meet or exceed ninety percent for all items ordered.

13.7 Branch locations will receive shipments weekly.

13.8 Central location will receive shipments bi-weekly.

13.9 All shipments must be accompanied by a packing list.

13.10 Packing list will include quantity ordered, quantity shipped, quantity Back-ordered, title, author, ISBN, and purchase order number and street date if product is shipped prior to street date.

13.11 Shipment 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.

13.12 The sipping label on each carton will list the content and the Library's purchase order number(s).

13.13 The Contractor must offer a street-release program to supply the Library with new books before the date these items are available to sale to the public.

13.14 The same discount must be extended on materials regardless of what warehouse/facility from which they are shipped.

14.0 RETURNS AND CUSTOMER SUPPORT

14.1 The Contractor must warrant all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose.

14.2 Unless otherwise specified, all items will be guaranteed for a minimum period of 120 days against defects in material and workmanship. During this period, if a defect is determined not to be caused by misuse, the Contractor will replace the item free of charge to the Library.

14.3 Items damaged in shipment, incorrect items, or defective items shall be returned to the Contractor for replacement or credit at no expense to the APL. APL prefers no-charge replacement to receive credit. In the event that no correct or perfect replacement exists, a credit memo may be issued to APL within 30-calendar days.

14.4 The Bidder responding to the solicitation must provide a copy of their returns policy and credit memo procedures as part of their bid.

14.5 The Contractor will assign a specific individual to be responsible for the Austin Public Library account and handling customer service issues.

14.6 The Contractor shall provide APL the ability to create returns and report shortage online.

14.7 In the initial year of the Contract, the Contractor shall provide a minimum of two days on-site assistance prior to the beginning of the Contract period ate the Austin Public Library at the Contractor's expense. This visit will include spending time with Collection Development staff to discuss selection, ordering, cataloging and processing.

15.0 SPECIAL CONDITIONS

In the event APL upgrades SIrsiDynix system during the term of this contract, the Contactor will assist in coordinating the implementation and changes. The Contractor will work with system upgrades to ensure seamless and efficient transfer as it affects ordering, cataloging, processing and other relevant or related functions or operation.

16.0 ESCALATION

Any request for price adjustments must be submitted thirty days prior to the contact renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. The new contract terms will be as follows: 36 months with three 12 month options.

BID SHEET
CITY OF AUSTIN
ADULT AND JUVENILE BOOKS (ACQUISITION, CATALOGING, AND PROCESSING)
INVITATION FOR BID (IFB) SAP0166

Closing Date and Time: Wednesday, January 30, 2013 at 2:00P.M.(CST)

Buyer: Sharon Patterson

Copies of Bid: Vendor must submit two copies of its signed bid - one original and one copy.

Special Instructions: Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the bid and may result in disqualification of the bid.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual purchases may be more or less.

Failure to respond to each section of this bid sheet may result in disqualification of your bid.

SECTION 1: PRICING

Instructions for Section 1: Pricing

Bidder to provide % discount from Publisher's List Price. Bidder shall calculate the Extended Prince with this mathematical equations:
(% Discount from Publisher's List Price x Estimated Average Price List) x Estimated Quantity = Extended Price

ITEM NO.	ITEM DESCRIPTION	% DISCOUNT FROM PUBLISHER'S LIST PRICE	ESTIMATED AVERAGE PRICE LIST	ESTIMATED ANNUAL EXPENDITURE	EXTENDED PRICE *
1	Adult and Juvenile trade hardcover (item 6.1.1 of Specification)	47.50%	$38	36,000	$ 718,200.00
2	Adult and Juvenile trade/quality paperback (item 6.1.2 of Specification)	45.00%	$27	31,500	$ 467,775.00
3	Adult and Juvenile mass market paperbacks (item 6.1.3 of Specification)	45.00%	$6	9,000	$ 29,700.00
4	Text, technical and small press (item 6.1.4 of Specification)	6.00%	$100	4,500	$ 423,000.00
5	University Press Trade Edition (item 6.1.5 of Specification)	16.00%	$60	1,800	$ 90,720.00
6	Library Binding (item 6.1.6 of Specification)	15.00%	$17	7,200	$ 104,040.00
				SUBTOTAL A:	$ 1,833,435.00

BID SHEET
CITY OF AUSTIN
ADULT AND JUVENILE BOOKS (ACQUISITION, CATALOGING, AND PROCESSING)
INVITATION FOR BID (IFB) SAP0166

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
7	Copy Cataloging (item 10.2.2 of Specification)	74,700	Each	$ 1.15	$ 85,905.00
8	Enhanced Cataloging (item 10.2.3 of Specification)	9,000	Each	$ 4.50	$ 40,500.00
9	Derived Cataloging (item 10.2.4 of Specification)	4,500	Each	$ 4.50	$ 20,250.00
10	Original Cataloging (item 10.2.5 of Specification)	1,800	Each	$ 8.50	$ 15,300.00
11	Mylar Jackets (item 11.1.1 of Specification)	38,250	Each	$ 0.60	$ 22,950.00
12	Attaching Spine Labels (item 11.1.2 of Specification)	90,000	Each	$ 0.18	$ 16,200.00
13	Security Strips (item 11.1.3 of Specification)	90,000	Each	$ 0.35	$ 31,500.00
14	Attaching and Programing RFID Tags (item 11.1.4 of Specification)	90,000	Each	$ 0.65	$ 58,500.00
15	Appling Vendor supplied bar code (item 11.1.5 of Specification)	90,000	Each	$ 0.25	$ 22,500.00
16	Appling spine protectors (item 11.1.6 Specification)	18,000	Each	$ 0.18	$ 3,240.00
17	Appling "Library Use Only" Stickers (item 11.1.7 of Specification)	1,800	Each	$ 0.15	$ 270.00
				SUBTOTAL B:	$ 317,115.00
				TOTAL (Subtotal A + Subtotal B)	$ 2,150,550.00

ITEM NO.	SECTION 2 - BIDDER'S CONFIRMATION OF REQUIREMENTS		
18	Indicate whether or not your company's proprietary system meets item 9.0 of the City's Specification. The use of proprietary parts and equipment may be used to evaluate whether or not the bidder has met the City's preference.	☑	Our proprietary system DOES meet the City's Specifications
		☐	Our proprietary system DOES NOT meet the City's Specifications
19	Indicate the number of staff members that will be assigned to routinely catalog and process materials for Austin Public Library. (item 4.4.1 of Specification)	3-5 depending on volume	No. of Employees

BID SHEET
CITY OF AUSTIN
ADULT AND JUVENILE BOOKS (ACQUISITION, CATALOGING, AND PROCESSING)
INVITATION FOR BID (IFB) SAP0166

Additional Services or Products (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).

Please provide any other services or products you will provide the City and the price you would charge the City for those additional services and products. This information will not be used in the evaluation of the bid and is for informational purposes only and there is no gaurantee of purchase.

ITEM NO.	DESCRIPTION OF OTHER SERVICES OR PRODUCTS	PRICE*	UNIT OF MEASURE
20	Net Titles	0.0%	Discount from list price
21	Genre Determination or Call Number Creation, as required	$0.99	per title
22	Customized Collection Development Lists, beyond two on-going lists four times annually	$200.00	per list

* **Price** may be quoted as a firm-fixed price or as a percentage discount from Bidder's regular fees.

The following documents are required to be completed and submitted with the Offer.
Please check the boxes below as confirmation.

☑	Offer Sheet
☑	Response to Proposal Preparation Instructions (Section 0600)
☑	Local Business Presence Identification Form (Section 0605)
☑	Reference Sheet (Section 0700)
☑	Non-Discrimination Certification (Section 0800)
☑	Non-Suspension or Debarment Certification (Section 0805)
☑	Non-Collusion, Non-Conflict of Interest, Anti-Lobbying Affidavit (Section 0810)
☑	Living Wages and Benefits Contractor Certification (Section 0815)
☑	Nonresident Bidder Provisions (Section 0835)
☑	No Goals Form & No Goals Utilization Plan (Section 0900)
☑	Copy of Bidder's return policy and credit memo procedures
☑	I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID
☑	I UNDERSTAND THAT SUBMITTING WITH MY BID ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXECPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATIO OF MY BID

BID SHEET
CITY OF AUSTIN
ADULT AND JUVENILE BOOKS (ACQUISITION, CATALOGING, AND PROCESSING)
INVITATION FOR BID (IFB) SAP0166

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

DELIVERY METHOD: FOB Destination

COMPANY NAME: Ingram Library Services Inc.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Linda K. Dickert

PRINTED NAME: Linda K. Dickert, Assistant Secretary

EMAIL ADDRESS: ilsbids@ingramcontent.com

City of Austin

Purchasing Office

Local Business Presence Identification Form
SAP0166

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE). P.O. BOX ADDRESSES WILL NOT BE ACCEPTED.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Ingram Library Services Inc.					
Physical Address	One Ingram Blvd. La Vergne, TN 37086					
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

City of Austin

Purchasing Office

Local Business Presence Identification Form
SAP0166

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

OFFEROR'S FULL NAME AND ENTITY STATUS:

Daniel S. Sheehan

Signature, Authorized Representative of Offeror

Vice President and General Manager

Title

February 12, 2013

Date

END

CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET

Please Complete and Return This Form with the Offer

Solicitation Number: IFB 8500 SAP0166

Offeror's Name: Ingram Library Services Inc. Date: Jan 28, 2013

The Offeror shall furnish, with the Offer, the following information, for at least 5 recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button. ========> Add Reference

Company's Name	Chicago Public Library		
Name of Contact	Diane Marshbank-Murphy	Contact Title	Director, Acquisitions
Present Address	400 South State Street		
City	Chicago	State Illinois	Zip Code 60605
Telephone Number	(312) 747-4659	FAX Number	(312) 747-1609
Email Address	marshban@chipublib.org		

Company's Name	Denver Public Library		
Name of Contact	Rachel Fewell	Contact Title	Collection Services Manager
Present Address	10 W. 14th Avenue Parkway		
City	Denver	State Colorado	Zip Code 80204
Telephone Number	(720) 865-1518	FAX Number	(720) 865-1581
Email Address	rfewell@denverlibrary.org		

Company's Name	Jefferson Parish/East Bank Regional Library		
Name of Contact	Debbie Troxclair	Contact Title	Assistant Director
Present Address	4747 West Napoleon Avenue		
City	Metairie	State Louisiana	Zip Code 70001
Telephone Number	(504) 838-1108	FAX Number	(504) 838-1110
Email Address	dtroxclair@jefferson.lib.la.us		

Company's Name	Baltimore County Public Library				
Name of Contact	Jamie Watson	Contact Title	Collection Development Coordinator		
Present Address	320 York Road				
City	Townson	State	Maryland	Zip Code	21304
Telephone Number	(410) 337-6137	FAX Number	(410) 887-6103		
Email Address	jwatson@bcpl.net				

Company's Name	Multnomah County Library				
Name of Contact	Patricia French	Contact Title	Mgr, Collections & Technical Services		
Present Address	205 NE Russell Street				
City	Portland	State	Oregon	Zip Code	97212
Telephone Number	(503) 306-5561	FAX Number	(503) 988-5226		
Email Address	patricif@multcolib.org				

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

SOLICITATION NO **IFB 8500 SAP0166**

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(B) (1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

Sanctions:
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 28th day of January, 2013.

CONTRACTOR Ingram Library Services Inc.

Authorized Signature Linda K. Dickert

Title Linda K. Dickert, Assistant Secretary

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. **IFB 8500 SAP0166**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of $25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:	Ingram Library Services Inc.		
Signature of Officer or Authorized Representative:	Linda K. Dickert	Date:	Jan 28, 2013
Printed Name:	Linda K. Dickert		
Title:	Assistant Secretary		

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. **IFB 8500 SAP0166**
FOR

Adult and Juvenile Books (Acquisitions, Cataloging, and Processing)

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term **"Offeror"**, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

   a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
   b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents**. . The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

   a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than $250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.

c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

http://www.austintexas.gov/department/conflict-interest-questionnaire

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's Explanation:	

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	Ingram Library Services Inc.
Printed Name:	Linda K. Dickert
Title:	Assistant Secretary

Linda K. Dickert
Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this 28 day of January, 2013

Daneen Schneider
Notary Public

My Commission Expires 11/22/2014

DANEEN L. SCHNEIDER
STATE OF TENNESSEE NOTARY PUBLIC
BEDFORD COUNTY
My Commission Expires November 22, 2014

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(*Please duplicate as needed*)

SOLICITATION NO. IFB 8500 SAP0166

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

(1) are compensated at wage rates equal to or greater than $11.00 per hour; and

(2) are offered a health care plan with optional family coverage.

(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add Delete	Stephen Casey	Senior Sales Representative

(3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than $11.00 per hour and offered a health care plan with optional family coverage.

(4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name:	Ingram Library Services Inc.		
Signature of Officer or Authorized Representative:	Linda K. Dickert	Date:	Jan 28, 2013
Printed Name:	Linda K. Dickert		
Title:	Assistant Secretary		

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS

SOLICITATION NO. **IFB 8500 SAP0166**

A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

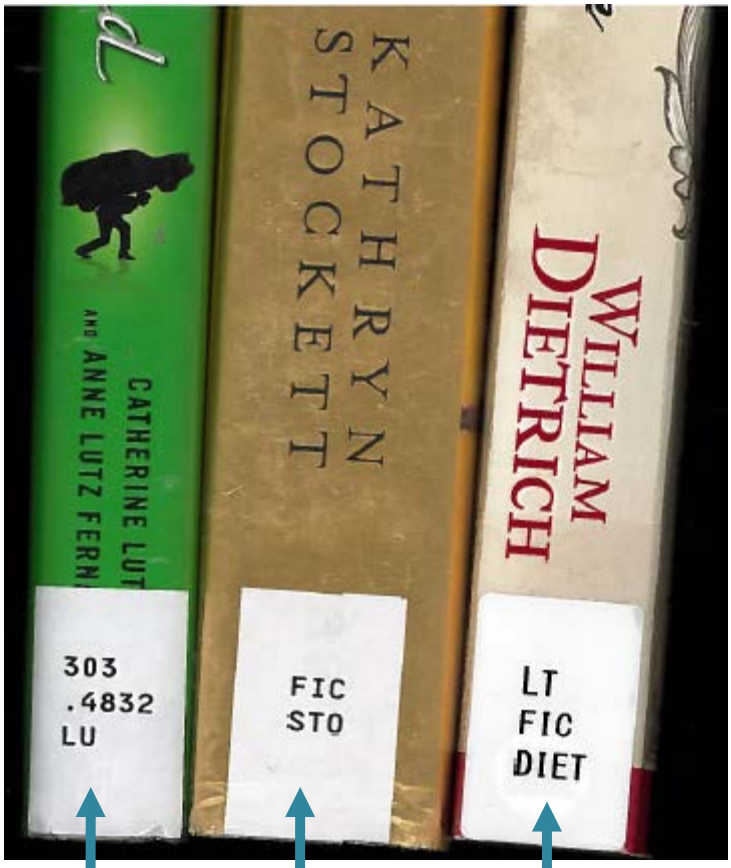
- ( ) Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (•) Non-resident Bidder

B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state? ( ) Yes (•) No

Bidder's Name:	Ingram Library Services Inc.		
Signature of Officer or Authorized Representative:	Linda K. Dickert	Date:	Jan 28, 2013
Printed Name:	Linda K. Dickert		
Title:	Assistant Secretary		

CITY OF AUSTIN, TEXAS
PURCHASE SPECIFICATIONS FOR
AUSTIN PUBLIC LIBRARY
ADULT & JUVENILE BOOKS (ACQUISTIONS, CATALOGING, AND PROCESSING)

Attachment A (Spine Labels)



11.1.2 Spine labels, using Arial 11 point. Non-fiction call numbers break after class number.

11.1.2.1 Large type books use Arial 16 point

11.1.2.2 Spine that is less than 5/8" the call number is placed vertically

CITY OF AUSTIN, TEXAS
PURCHASE SPECIFICATIONS FOR
AUSTIN PUBLIC LIBRARY
ADULT & JUVENILE BOOKS (ACQUISTIONS, CATALOGING, AND PROCESSING)

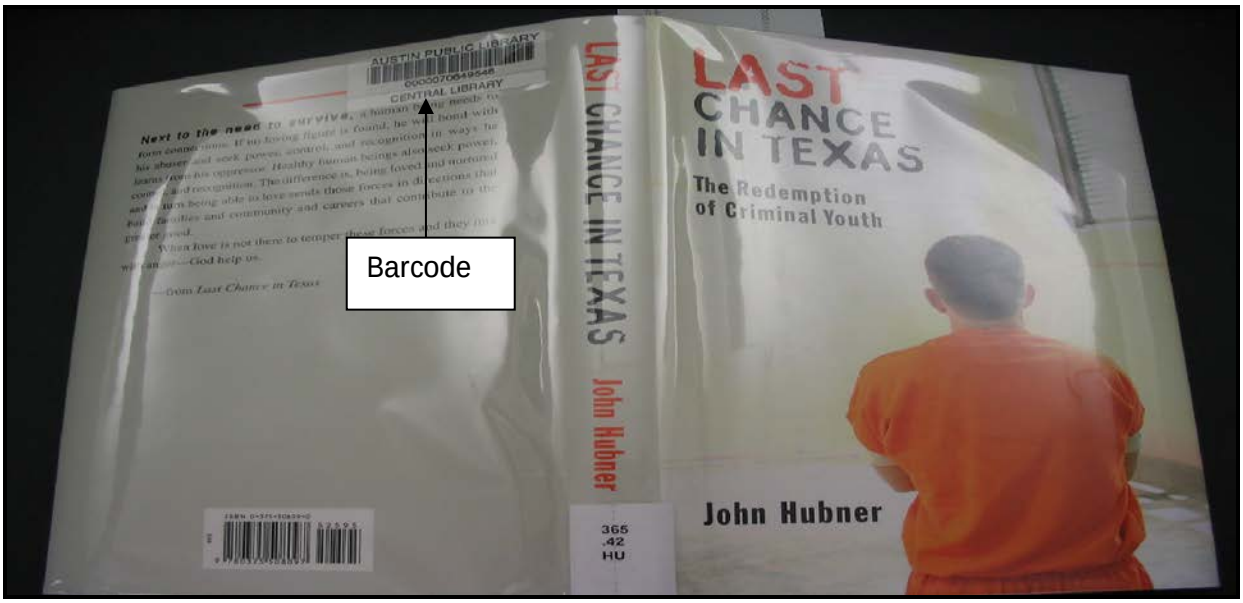
Attachment B (Barcode)

CITY OF AUSTIN, TEXAS
PURCHASE SPECIFICATIONS FOR
AUSTIN PUBLIC LIBRARY
ADULT & JUVENILE BOOKS (ACQUISTIONS, CATALOGING, AND PROCESSING)

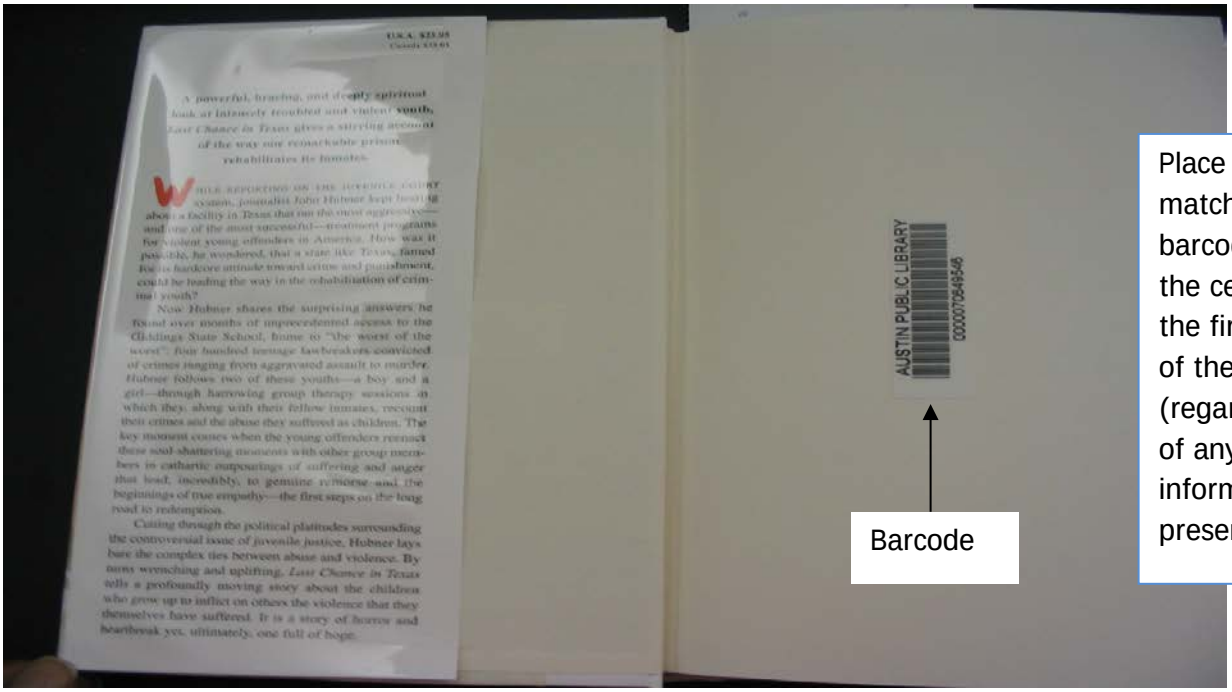
Attachment B (Position of Barcode)

Place the barcode on the back of the book in the upper right hand corner 1/8 inch from the top

Back of Book Front of Book



Back of Inside of Book Inside Front Cover



Place the matching barcode in the center of the first page of the book (regardless of any information present).

CITY OF AUSTIN, TEXAS
PURCHASE SPECIFICATIONS FOR
AUSTIN PUBLIC LIBRARY
ADULT & JUVENILE BOOKS (ACQUISTIONS, CATALOGING, AND PROCESSING)

Attachment B

Barcode positioning for Board Books

Back **front**

- All labels should be placed on the outside of the book.
- On the front attach one barcode vertically in the center of the book (about 1/8 inch from the spine) and the matching barcode on the back of the volume in the upper right corner 1/8 inch from the top.
- Attach security strip Tattle Tape B1 in the spine of the book.

CITY OF AUSTIN, TEXAS
PURCHASE SPECIFICATIONS FOR
AUSTIN PUBLIC LIBRARY
ADULT & JUVENILE BOOKS (ACQUISTIONS, CATALOGING, AND PROCESSING)

Attachment C (LOCATIONS)

Faulk Central Library (ACE) 800 Guadalupe Austin, TX 78701	Carver Branch (ACB) 1161 Angelina Austin, TX 78702 (Closed Thursday)	Cepeda Branch (ACP) 651 N. Pleasant Valley Rd. Austin, TX 78702 (Closed Friday)
Hampton Branch at Oak Hill (AOK) 5125 Convict Hill Rd. Austin, TX 78749 (Closed Thursday)	Howson Branch (AHO) 2500 Exposition Austin, TX 78703 (Closed Thursday)	Little Walnut Creek Branch (ALW) 835 W. Rundberg Ln. Austin, TX 78758 (Closed Friday)
Manchaca Road Branch (AMR) 5500 Manchaca Rd. Austin, TX 78745 (Closed Friday)	Milwood Branch (AMI) 12500 Amherst Dr. Austin, TX 78727 (Closed Friday)	North Village Branch (ANV) 2139 W. Anderson Ln. Austin, TX 78757 (Closed Thursday)
Willie Mae Kirk (AWK) 3101 Oak Springs Dr. Austin, TX 78702 (Closed Thursday)	Old Quarry Branch (AOQ) 7051 Village Center Dr. Austin, TX 78731 (Closed Friday)	Pleasant Hill Branch (APH) 211 E. William Cannon Dr. Austin, TX 78745 (Closed Friday)
Riverside Drive Branch (ARZ) 2410 E. Riverside Dr. Austin, TX 78741 (Closed Friday)	St. John Branch (ASJ) 7500 Blessing Ave. Austin, TX 78752 (Closed Thursday)	Southeast Austin Community Branch (ASE) 5803 Nuckols Crossing Rd. Austin, TX 78744 (Closed Thursday)
Spicewood Springs Branch (ASR) 8637 Spicewood Springs Rd. Austin, TX 78759 (Closed Thursday)	Terrazas Branch (ATB) 1105 East César Chávez St. Austin, TX 78702 (Closed Thursday)	Twin Oaks Branch (ATO) 2301 S. Congress #7 Austin, TX 78704 (Closed Thursday)
University Hills Branch (AUH) 4721 Loyola Ln. Austin, TX 78723 (Closed Friday)	Windsor Park Branch (AWP) 5833 Westminster Dr. Austin, TX 78723 (Closed Thursday)	Yarborough Branch (AYB) 2200 Hancock Dr. Austin, TX 78756 (Closed Friday)

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM

SOLICITATION NUMBER: SAP0166

PROJECT NAME: Adult and Juvenile Books (Acquisition, Cataloging, and Processing)

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No __X__ **If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.**

Yes_____ **If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.**

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Ingram Library Services Inc.
Company Name

Linda K. Dickert, Assistant Secretary
Name and Title of Authorized Representative (Print or Type)

Linda K. Dickert — January 28, 2013
Signature — **Date**

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN
(Please duplicate as needed)

SOLICITATION NUMBER: SAP0166

PROJECT NAME: Adult and Juvenile Books (Acquisition, Cataloging, and Processing)

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Ingram Library Services Inc.		
Address	One Ingram Blvd.		
City, State Zip	La Vergne, TN 37086		
Phone	(800) 937-5300	Fax Number	(615) 213-5196
Name of Contact Person	Patrick McElhiney, Contract Management Specialist		
Is company City certified?	Yes ☐ No ☒ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Linda K. Dickert, Assistant Secretary
Name and Title of Authorized Representative (Print or Type)

Linda K. Dickert
Signature

January 28, 2013
Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Ingram will not be utilizing subcontractors under this contract.

Sub-Contractor/Consultant			
City of Austin Certified	MBE ☐ WBE ☐	Ethnic/Gender Code:	☐NON-CERTIFIED
Vendor ID Code			
Contact Person		Phone Number:	
Amount of Subcontract	$		
List commodity codes & description of services			

Sub-Contractor/Consultant			
City of Austin Certified	MBE ☐ WBE ☐	Ethnic/Gender Code:	☐NON-CERTIFIED
Vendor ID Code			
Contact Person		Phone Number:	
Amount of Subcontract	$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ **Date** _____ **Director/Deputy Director** _____ **Date** _____

SUPPLEMENTAL PURCHASE PROVISIONS

Ingram understands the City does not accept qualifying statements or exceptions to any of the City's Bid Documents. Below we have provided details on how we continue to meet APL's requirements.

5. Delivery Requirements

A. Ingram will continue to deliver all shipments to the specific branch locations. When requested by a customer, and if the carrier's operating conditions permit, the carrier may perform inside delivery. This service is provided to ground floors and those floors where elevator or escalator service is available. Please note that the carrier's only obligation is to get the freight inside the door or onto a dock. It is the Library's responsibility to transfer the material to other desired destinations. If inside delivery is desired, the Library must specify this when establishing/updating their account(s). Where inside delivery is not provided, the carrier's only obligation is to move the freight to the back of the truck. Inside delivery will be clearly designated on the shipper's bill of lading but not on the Ingram shipping label.

B. Ingram will continue to provide delivery within 15 calendar days after the order is placed. For 2012, our average turnaround time for APL was 10.3 days from picking list date to invoice. For on-going orders, Ingram does not invoice for product until it has shipped

Ingram can profile your accounts so that no partial shipments of a single title are sent. Ingram can only control partials at the ship-to level and no shipping locations will receive partials. If the entire quantity of a title is not in stock at the time of order, Ingram will backorder that title and ship it when the entire quantity is received from the publisher. Please note that this profile option may lessen initial fill rate of an order. Currently, APL accounts are set to receive partial shipments.

C. For 2012, our average fill rate for APL was 85.3%.

D. To offer you the shortest turnaround time, Ingram ships your order prior to creating an invoice. For your convenience, Ingram will include one packing slip with each shipment.

Each box in a single shipment will be plainly marked with the number of boxes in shipment, the library address, and a Control Number which can be used to cross reference the invoice when it is received. The box containing the packing slip will be labeled.

E. The Library will receive order confirmation, whether placing the order by phone, fax (if requested), or electronically.

Orders placed by phone will receive a title by title status as the ISBN/EANs are entered into our system. For orders placed via fax, the Library can request that Order Entry personnel write stock status beside each title and fax it back to the Library after order entry.

After placing an order on ipage, you will see the **Order Confirmation** page. You can print by clicking **File** on your browser and then clicking **Print.** You can also print the **Order Confirmation** in a 3x5. The print slips will also include the notes field from the order. The print slips can be viewed and printed using Adobe Acrobat Reader™ software.

For orders placed via SirsiDynix, Ingram sends full order acknowledgements in text format via email to user-specified email address.

6. Invoices and Payment

A. Invoices will contain the information required in Section 0300, paragraph 12, entitled "Invoices". Invoices will continue to be mailed to the Austin Public Library, at the address listed within the Invitation for Bid.

B. Payment terms under this contract shall be NET 30 Days. Payment is required for invoices within these terms even when a purchase order has not been completed. Ingram does not invoice for items until they have been shipped. While other vendors demand payment from invoice date, Ingram's terms are calculated on statement date at the end of each month. With payment due 30 days from statement date, the customer's payment is due an average of 45 days from invoice (30-59 days). Ingram reserves the right to assess a late charge on all past due invoices.

For opening day collections, items are invoiced when they are moved to storage in an Ingram facility after receiving processing and cataloging services, and are payable within 30 days EOM. Ownership and title of said product passes to the City upon receipt of payment.

Electronic Funds Transfer - EFT is a method by which ipage customers can pay invoices online by direct bank draft. All data transferred to your browser is encrypted using the Internet protocol, Secure Socket Lay (SSL.) SSL is a protocol designed to provide privacy between a Web client and a Web server by encrypting all data sent between your Web Browser and the ipage server.

EFT allows you to pay your entire statement online, or you can pay specific, individual items. You can view information on any electronic payment detail for the last 45 days.

Only the ipage Administrator and the Accounts Payable designate have access to this function. EFT is set up to allow one person at a time to use the function. When the other user leaves the EFT function, you will be able to use EFT.

Check – Ingram will accept payments by check. Please include your account number and invoice number on the check to ensure proper credit to your account.

All payment checks should be sent to the following address. Please note that this is a remittance-only address, and no other correspondence should be sent to this Post Office Box.

Ingram Library Services Inc.
PO Box 502779
St. Louis, MO 63150-2779

9. Published Price Lists

Because Ingram provides access to over 10,500,000 unique titles, we do not publish an all-inclusive price list. We discount from the current publisher list prices. List prices of individual titles are strictly controlled by the publisher, and subject to change by the publisher. Because of this dynamic nature of the publishing industry, we consider ipage to be our online title database, as ipage includes all titles available from Ingram. ipage is updated nightly. Ingram's discount schedule will remain firm for the duration of the contract.

In addition, Ingram provides a comprehensive family of printed trade catalogs. Online access to catalog content is also available to all ipage subscribers, as described later in our proposal. Catalog prices should be checked against ipage for the current price at time of order.

10. Living Wages and Benefits

As indicated on our completed Living Wages and Benefits Contractor Certification form, Stephen Casey, your Senior Sales Representative, would directly provide services to the City. Any other distribution center associate, collection development specialist etc. would not be directly assigned, but may provide services as part of their overall job duties for Ingram.

PURCHASE SPECIFICATIONS FOR AUSTIN PUBLIC LIBRARY ADULT AND JUVENILE BOOKS ACQUISITIONS, CATALOGING, AND PROCESSING

Ingram understands the City does not accept qualifying statements or exceptions to any of the City's Bid Documents. Below we have provided details on how we continue to meet APL's requirements.

4. Qualifications of Proposer

4.1

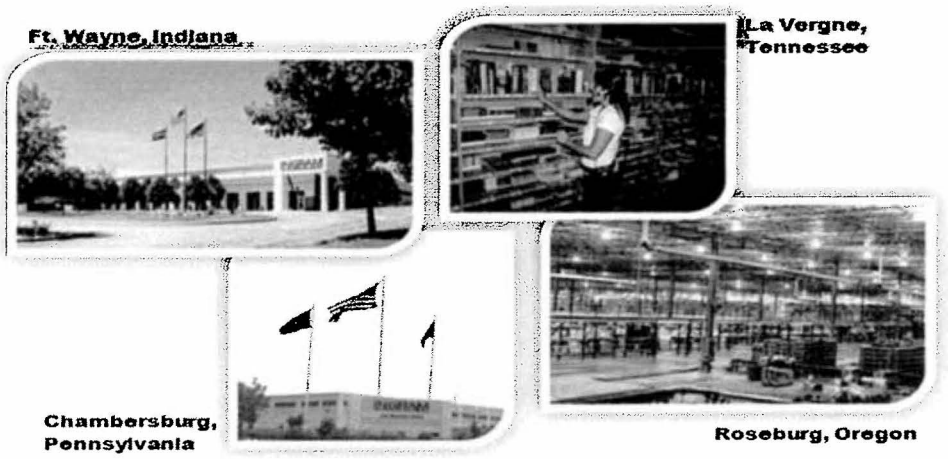
Ingram Content Group Inc. is part of the long tradition of successful companies built by the Ingram family of Nashville, Tennessee. Dedicated to helping content reach its destination by providing a broad range of physical and digital services to the book industry, Ingram has been a partner to librarians, educators, publishers, and booksellers, for more than four decades.

As a leader in distribution, print-on-demand and digital solutions, Ingram provides librarians with immediate access to the largest selection of trade books, e-books, interactive textbooks, audio, magazines, and other book-related products in the industry. Publishers rely on Ingram as a key provider of demand-driven printing, digital, and marketing solutions. We provide secure, cutting-edge, and answers to the questions our publisher partners have about the changing opportunities in the book industry. No other single source has the comparable experience, expertise, and connectivity in bringing supply chain management, archive, and print and digital solutions to the market.

Ingram's operating units are Ingram Book Company, Ingram International Inc., Ingram Library Services Inc., Ingram Publisher Services Inc., Ingram Periodicals Inc., Ingram Marketing Group Inc., Ingram Digital, Lightning Source Inc., Spring Arbor Distributors Inc., Tennessee Book Company LLC, and Coutts Information Services Inc.

Ingram is a privately held, family-owned corporation operating under the same ownership since our inception. The Ingram family is actively involved in the day-to-day operations of our company and has a vested interest in our customers' satisfaction. A tremendous advantage of being a family-owned company is the history and stability of ownership backing our long-term plans to remain the number one book vendor and service provider in the library market. Our primary mission is to serve our customers with world class services and timely delivery of our customers' orders. This enables your libraries to fulfill their mission to their patrons – by circulating as quickly as possible the titles they are looking for and need for their enrichment and reading or listening pleasures.

Ingram operates four regional distribution centers, totaling more than 1.7 million square feet and employing nearly 3,000 associates. We ship over 146,000,000 units across the nation annually.



Ingram Library Services Inc.

To better support the unique needs of libraries, Ingram Library Services grew from a specialized department of Ingram Book Company in 1970 to a full-service library vendor. Because of our growth and success, Ingram Library Services incorporated in 1998 as a subsidiary of Ingram Industries Inc. Today we offer "one-stop shopping" for our library customers that includes our comprehensive Collection Development support, including our Standing Order and Continuations programs, as well as all-inclusive cataloging and processing services. Libraries may order books, spoken word audio materials, music, DVD, and e-books, as well as receive a full range of library value added services customized to the library's individual needs.

Ingram Library Services Inc. is headquartered in La Vergne, Tennessee, where our Inside Sales, Customer Care, Collection Development, Custom Cataloging and Processing, and Executive and Sales staffs are located.

As an Ingram Content Group company, Ingram Library Services enjoys the benefit of being part of largest wholesale distributor of book-related product in the world, including physical book distribution, print on demand, and digital solutions. As such, we have established publisher relationships, inventory, and infrastructure in place to provide our customers with an unparalleled speed of delivery.

Due to our extensive physical and digital infrastructures, Ingram is the supplier best able to develop and implement innovative and cost-saving services for libraries. It is also best placed to innovate in the future. As an Ingram Content Group company, we have already brought new services, content, and added-value to libraries. The Ingram Content companies offer a broad range of physical and digital services to the book industry and provide immediate access to the largest selection of books and book-related products in the North America. The financial, professional and technological resources we are able to draw on, position us at the forefront of industry developments. Ingram is in a strong position both financially and structurally to continue to serve the needs of APL.

4.2

Ingram has been in the book industry since 1964. We lead the industry in maintaining the largest on-hand inventory of over **10,500,000 unique titles**. Our extended database includes **13,700,000 titles**. Our unmatched nationwide inventory of over **20,000,000** books ensures the highest fill rates in the industry.

Our on-hand inventory includes all binding types and formats. Ingram stocks not only new best sellers, but also the deepest inventory of backlist titles of any vendor. Ingram can provide adult, young adult, and juvenile fiction and nonfiction titles in all subjects in a variety of bindings, including trade hardcover, trade paper, mass market paper, large print, short discount and small press, university press, single library editions, publisher's library editions, graphic novels, board books, easy readers, picture books, prebound books, and big books.

4.3

Please see the references we have included with our proposal.

4.4

Ingram has built a talented, experienced staff focused on satisfying the needs of public libraries. We continue to invest in a quality human resource infrastructure at a pace consistent with our rapid growth. The blend of library experience along with a continuing infusion of new staff with fresh outlooks, enable Ingram to design innovative solutions with fundamental expertise in areas such as automation, collection development, cataloging, processing, all the way through to transportation.

Ingram Library Services will give the highest priority to your needs by assigning key Ingram professionals to work with the Library to meet and exceed all goals and standards set forth in this proposal. Our collection development and cataloging staff include MLS-degreed librarians. We would be happy to provide resumes upon request.

Collection Development

Our Collection Development Librarians have frontline experience in major public library systems, with responsibilities for both acquisitions and collection development. Ingram buyers and selectors have regular contact and feedback sessions with publishers, and participate in ongoing professional development.

Joyce Skokut serves as Director of Collection Development, overseeing 16 staff members in our Collection Development Department. Joyce has been with Ingram for over ten years in senior management positions. Before joining Ingram, she held the positions of Chief of Operations and Controller for another book wholesale company in the Midwest for seven years. Her multi-faceted experience in the book industry working with libraries from large to small enables her to lead her team in effectively managing day-to-day services as well as projects of any size.

Tracy Gallagher, MLIS, joined the Ingram team as Collection Development Specialist for Youth Services and was promoted to Manager, Youth Collection Development. Tracy brings years of experience as a children's librarian, and before joining Ingram served as Acting Senior Librarian in the Children's Literature Department of the Los Angeles Public Library.

Becky Walton, MLIS, Collection Development Library for Youth Services, assists Tracy in selection of youth materials. Before joining Ingram in 2008, Becky spent 13 years with the Gwinnett County Public Library in Lawrenceville, Georgia.

Shannan Rosa, MSLS, Collection Development Librarian for Adult Services, has varied library experience, but has worked primarily in public libraries. Shannan served as Acquisitions Librarian at Campbell County Public Library in Rustburg, Virginia, where she was responsible for selecting new and retrospective adult materials for the Main library and three branches. She brought this experience to Ingram, where she not only selects titles for Opening Day Collections and ongoing library acquisition projects, but also manages the Author Standing Order Program.
Dana Juriew, MILS, Collection Development Librarian is the newest member of Ingram's Collection Development Team. Dana has experience in public and academic libraries and has also owned her own bookstore in Michigan. Dana will provide expertise in selecting adult nonfiction titles.

Jeannine Wiese, Collection Development Researcher works with the Collection Development team in the selection of graphic novels. She has a strong background in children's reading materials as both a teacher and bookseller.

Ann Clapp, MLS, Manager, Collection Development Programs manages the Continuations program department. Ann came from a medium-sized public library, where she served for over six years, most recently as Head of Reference & Acquisitions. Before coming to libraries, Ann was a district manager for Waldenbooks. . .

Jenny McCluskey, MLIS, Category Manager, has been with Ingram since 2009, and focuses on youth collection development. Prior to joining Ingram, Jenny worked at James E. Walker Library at Middle Tennessee State University, and has also worked as a reference assistant at two public libraries.

Jill Barton, MLIS, Category Manager, has been with Ingram since 2007, and focuses on youth collection development. Prior to joining Ingram, Jill worked in retail bookstores

Jeanne Martin, MA, serves as Ingram's K12 Collection Development Supervisor and has a rich background that blends both K12 and Public Library experience. .

Cataloging and Technical Services

Within the Cataloging and Technical Services Departments there are professional cataloging librarians who hold Masters Degrees in Library and Information Science. Ingram has 20 MLS-degree catalogers on staff. **Lori Davis**, Manager of Operations for Library Processing, will oversee the Library Technical services staff providing processing and linking services, and will coordinate with the cataloging team. With Ingram, your project will be given top priority by our cataloging staff. A team of professional MLS-degreed catalogers and professionals experienced in working with all major library integrated systems will be assigned to your project. The team will include as many staff as required to meet your requirements. Ingram will assign **Jane Grawemeyer, MLS**, Corporate Cataloging Manager, will oversee our cataloging team providing records to the Library. **Jennifer Freeman,** Project Analyst, and **Pat Redding,** Supervisor of Opening Day Collection Accounts will play key roles in keeping your project on track. Account Services associates have the responsibility of working closely with Ingram Library Services' customers to establish new accounts and add processing/cataloging specifications to the accounts per the customers' specifications.

Jeanette Russell, Account Services Supervisor, will continue to serve as Account Coordinator for your project. Jeanette can be reached at 800-937-5300 extension 37441, or via email at jeanette.russell@ingramcontent.com. Jeanette will bring to your project years of experience working with Libraries, including Austin Public Library, and knowledge of Ingram systems and the APL workflows.

Don Kaiser serves as Director of ILS Technology Services. Don comes to us with over 25 years of experience in the library market, with library automation companies such as The Library Corporation, CARL Corporation, Geac Computers, and OCLC. Don has also worked as a consultant helping libraries with their automation needs.

6.0 Book Specifications

Discounts are applied to the publisher's current list price at the time of shipment and publisher's list price is subject to change without notice. Prior to placing an order, the Library can determine a title's estimated discount by utilizing the "Price this List" feature on ipage, or use the ipage Quotation service. In determining which titles receive less than full trade discounts, Ingram has utilized its best efforts to categorize books for pricing purposes by considering the binding, cost of acquisition, general marketing categories, publisher's discount, and other factors as defined by the Definitions of Binding Types and Presses. Ingram reserves the right to be the sole and final determinant of the pricing category.

Definitions of Binding Types and Presses

Trade Hardcover: High demand fiction and nonfiction books published with a glued binding and a hardcover. These titles are typically for the general consumer and produced by widely distributed publishers. Trade bindings may also be referred to as retail trade editions, trade books, hardbound books, hardback books, cloth bound books or cloth cover books. Publishers normally produce these titles in larger print runs. *

Quality Paperback: High demand fiction and nonfiction books with paper covers and generally no size restriction. Any illustrations or graphics may be placed throughout the book; both paper and printing are high quality. These titles are typically for the general consumer and produced by widely distributed publishers. This binding may also be referred to as trade paper or trade paperback. *

Mass Market Paperback: High demand books with paper covers that are produced in a size to fit a standard retail store display and generally deal with subjects of mass appeal. Any illustrations are grouped together in one section of the book. *

Library Bindings: Books of higher quality publisher bindings, usually fanned and glued, and may also be sewn. Books are identified as Library Bindings on ipage.

Short Discount: Lower demand, small print-run books in various bindings, and includes technical, reference, and textbook titles as defined by Ingram subject categories. Titles may be published by small or university presses. Also included are titles purchased at lower than full trade discount; titles with limited sales volume; and/or titles from publishers not in compliance with Ingram's purchasing requirements. Ingram is pleased to make this broad base of titles available to our customers with no service charges.

University Press: The binding types may vary for these titles (i.e. Hardcover and/or Paperback), but all are published by a University Press.

Picture Books, Board Books, Easy Readers, and Big Books: These juvenile genre categories are not discounting categories used by Ingram. These books will receive the discount appropriate to the specific binding/press ordered as outlined above. We estimate that at least 80% would receive the full trade discount.

Large Print: Ingram does not recognize the large print title as a separate binding type for discount purposes. Large print titles will receive discounts according to the binding/press assigned to the ISBN ordered as outlined above.

Spanish Language Materials: Ingram does not recognize Spanish language (or any foreign languages) as a discounting category. These books will receive the discount appropriate to the specific binding/press ordered as outlined above.

Net: Low demand, small print run books in various binds upon which Ingram receives minimal or no purchase discount. This category of book will receive a 0% discount. Ingram is pleased to make this broad base of titles available to our customers with **no service charges**.

**See Short Discount for explanation on titles that may fall outside of this discount category.*

7.0 Method of Ordering

7.2

Ingram can accept orders by toll-free phone, toll-free fax, mail, electronically, (email and/or EDI – Electronic Data Interchange), or through ipage. All orders receive immediate online order entry; phone and electronic orders receive title and stock verification. For ease and efficiency, we can confidently claim to be the best in the business in order entry.

We recommend that your orders include either ISBN's or Ingram title codes. Inclusion of this information will increase both the speed and the accuracy of processing your order. Ingram title codes are readily found in many Ingram selection tools. Orders placed via Ingram's Electronic Order Interfaces must contain the ISBN or product code, or they will be rejected. Placing your account number on all orders or price quotation requests will ensure that the order is placed on the proper account.

Mail orders should be sent to:

Ingram Library Services Inc.
Attention Order Entry
One Ingram Blvd.
PO Box 3006
La Vergne, TN 37086-1986

The toll-free number for FAX ordering is 800-677-5116. The toll-free number for telephone orders is 800-937-5300.

Emails with attached orders should be sent to ILS.orders@ingramcontent.com.

7.3

Austin Public Library currently orders from Ingram utilizing enriched EDI.

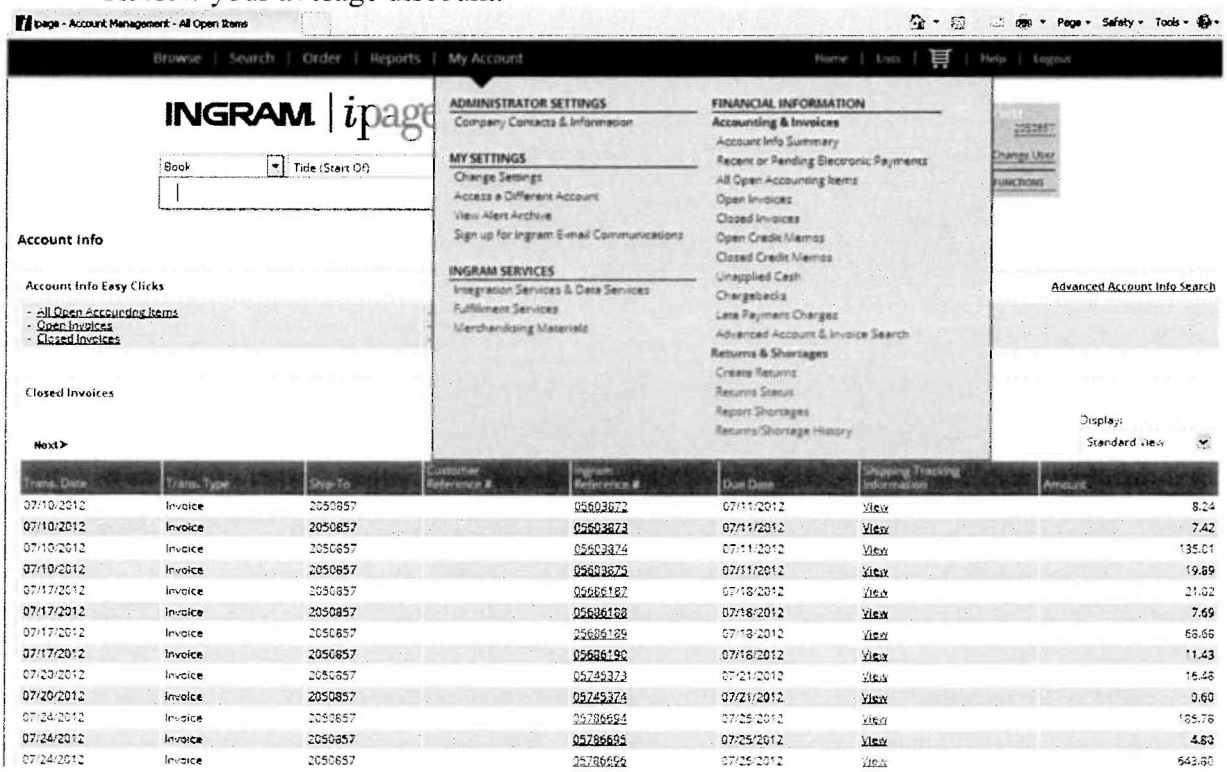
ipage uses a list management system for ordering titles. You create and manage lists of items you want to order. These lists can then be used to submit orders to Ingram, manage your collection, or even organize routine ordering. Selection lists, similar to the shopping cart functionality found in other Internet sites, are among the most versatile features on ipage. They're the starting point for using ipage for ordering. Once you create a list, you may add products, delete products, move products to other selection lists, or send it as an online order. You may also download the list to a file on your computer to import into an electronic ordering program, inventory management system, or acquisition system.

Online Account Management

ipage's account management features allow the Library to view and update their account information online and view current account set-up information. The Library can also view all open items, reference credit memos and open invoices, look at their last statement, and view the last six payments received by Ingram. All of this information will be available to libraries 24 hours a day, 7 days a week, making it even more convenient to use Ingram as your vendor.

ipage has many account management tools. Through ipage, you can:

- Review your current account information, such as standard backorder instructions, primary distribution center, and more.
- Keep your contacts up-to-date with Ingram Library Services and make sure the right people receive the information they need to help you manage your account.
- Review your average discount.



Returns

ipage features the following returns reporting options. You can:

- Report overstocks or shortages.
- Determine the date your return was received.
- See whether a return is still in process.
- View credit memo information.

Sales History

The Reports feature of ipage lets you choose from the following reports that can be further customized by reporting period, distribution center, and product type:

- Sales History Report
- Returns History Report
- Sales/Returns History Report
- Sales/Returns History with Variances Report
- Return Rates Report

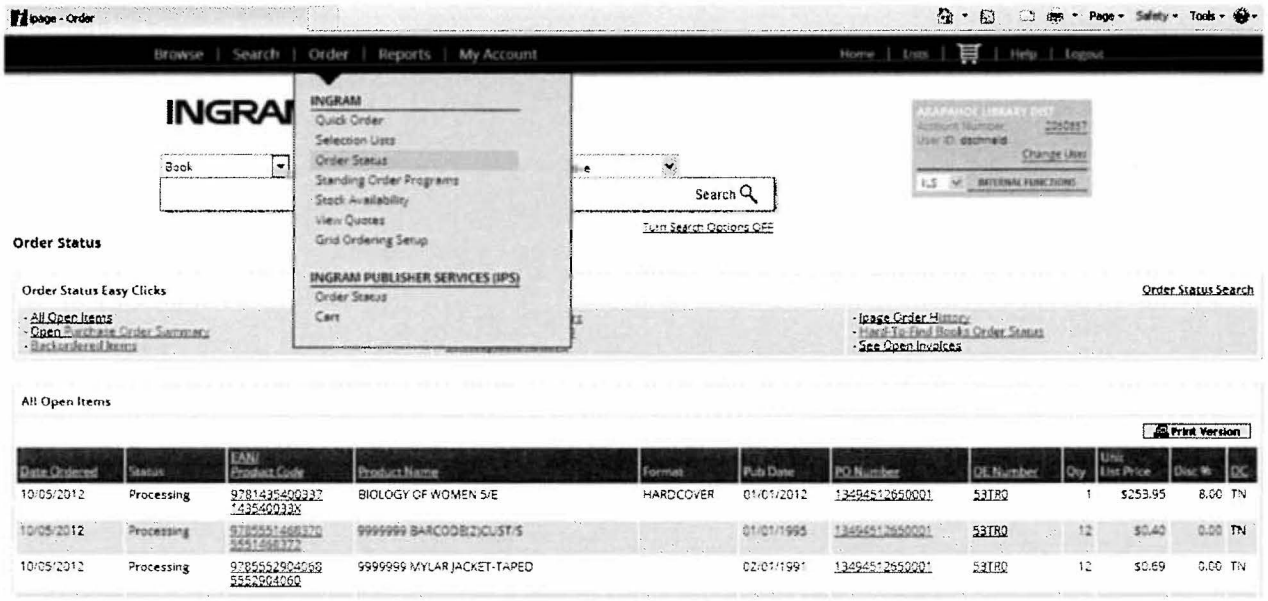
Collection Development reports

Libraries can view master profile reports of ongoing standing orders on ipage. The reports contain item information including title, author, publisher, quantity, PO number, etc. Some reports also have program-specific information like frequency, cycle, and series title. Note: These reports are only available to those accounts that subscribe to the corresponding standing order programs and to those users who have been given access to reports by their ipage administrators.

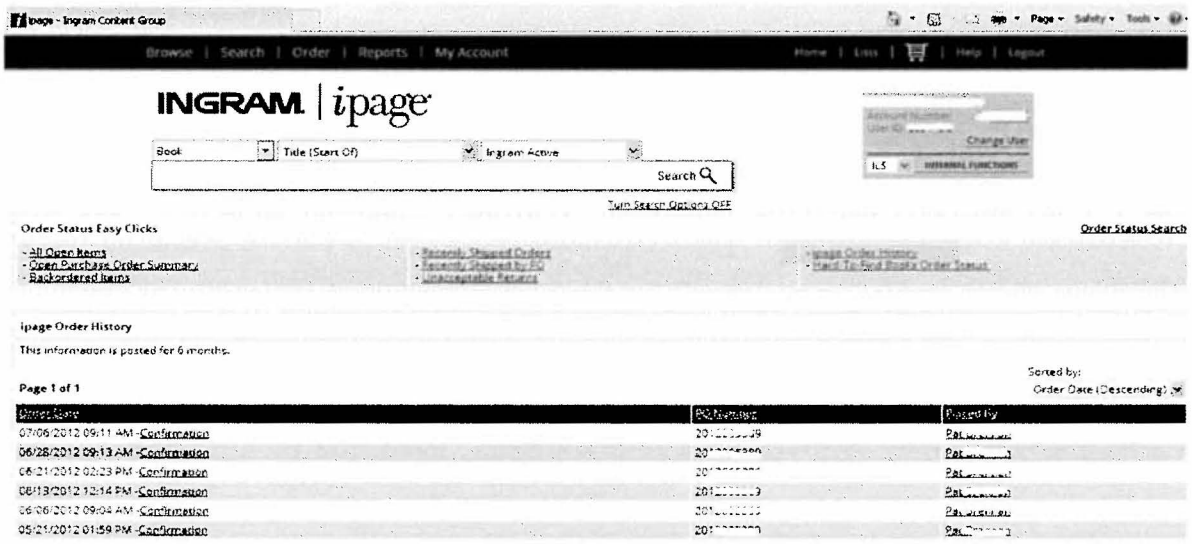
Acquisitions status

Under the Order tab, simply click Acquisitions Status for a listing of Order Easy Clicks, including:

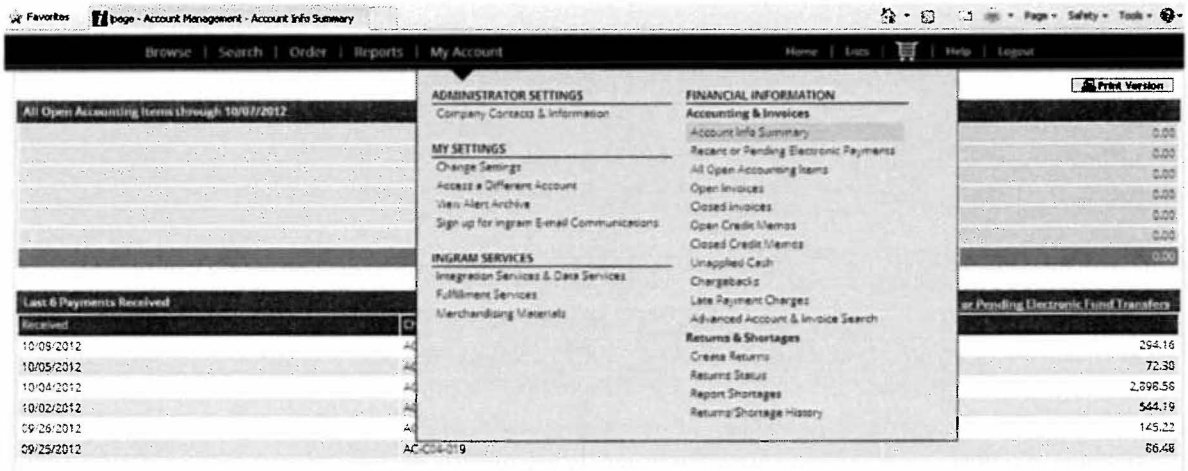
- All Open Items
- Open Purchase Order Summary, which includes the PO number, date ordered, total units open, units in process, and units backordered
- Backordered Items, which includes date ordered, product code, product name, format, PO number, quantity, and warehouse
- Recently Shipped Orders, which includes date shipped, order entry number, number of cartons, and shipping tracking number
- ipage order history, which shows order date and time, PO number, and who the order was placed by. It also provides a link to an Order Confirmation which gives a detailed summary of the order, including title, author, ISBN, whether the item is shipped or backordered, and retail price



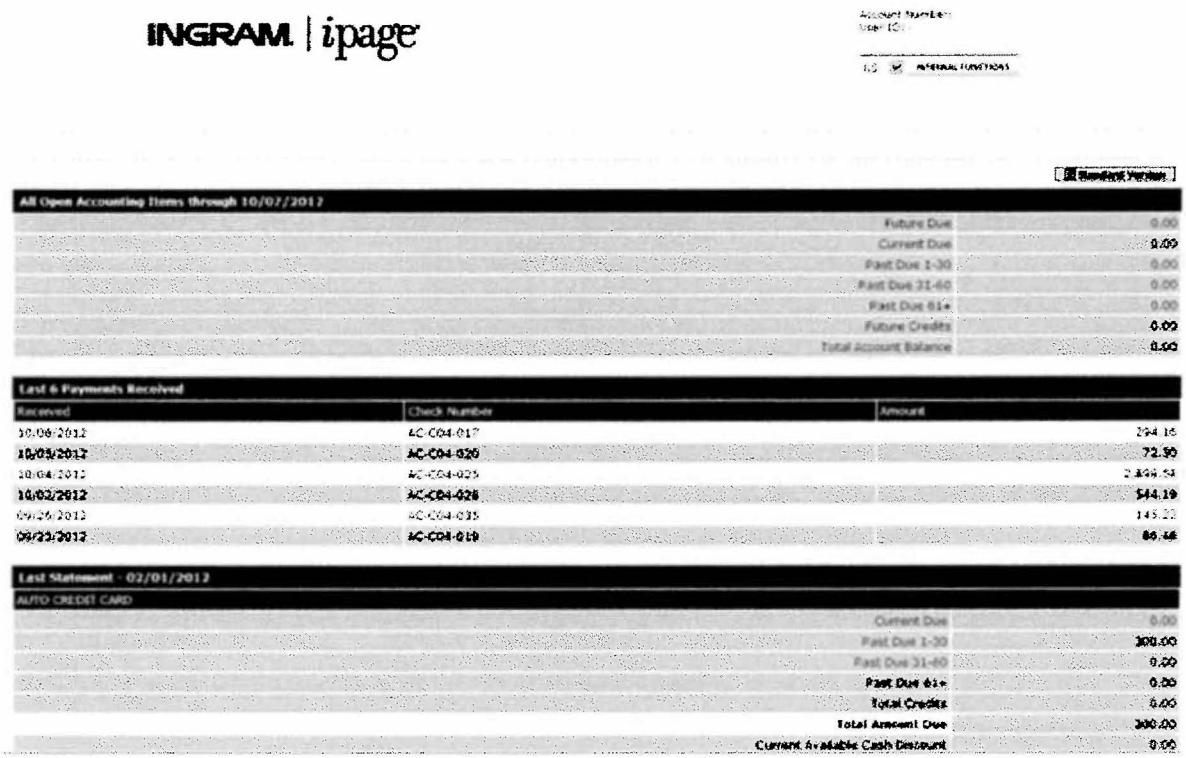
ipage Order History is posted for 6 months, and can be sorter by order date, PO number, or "placed by."



Financial Information includes open and closed invoices and credit memos.



Reports are also available for printing by clicking on the "print version" button.



8.0 Flexibility In Meeting Special Circumstances & Needs

8.1

Ingram will continue to be more than willing to work with the Library to meet any special circumstances or changing needs that may occur during the contract.

8.2

ipage provides a number of Ingram-created selection lists featuring titles of interest to libraries. The **Browse** tab of ipage lists resources and information on products of interest to librarians. It's also home to lists of products in various categories, such as award winning books, bestsellers, and items that receive media exposure.

Customized Collection Development Lists

In addition to Ingram-created selection lists available on ipage, our staff of MLS-degreed librarians can create customized Customized Collection Development lists for the Library for grants, special projects or opening day collections. Once you give us the specifics of your project, we create your custom selection lists in an electronic, user-friendly format. The program allows you to view and edit your lists in several different ways, and it includes comprehensive data for each title, such as bibliographic information, review citations, series lists, annotations, and more.

Ingram librarians will create a project profile based on your parameters, which we use as the starting point to building the collection of your dreams. Ingram will customize your Customized Selection lists using the following information you supply concerning your library's project:

- Total budget available
- Number of units or percentages desired for each broad category of materials
- Types of titles needed based on your patrons' demands
- Bindings and formats
- Review source parameters desired

In addition to profile criteria applied to all selection lists, lists for each defined areas of the collection can have different parameters. For non-fiction, the Library has options for each Dewey 100 range, Biographies, Large Print, Spanish, and Reference. Options include publication date parameters and other criteria. Fiction categories can be presented on separate lists, or combined according to your criteria. For example, Fantasy and Science Fiction categories could be combined in a single list and Westerns presented as a separate list. We also allow the Library to exclude fiction categories that are not required.

Ingram can work with the Library to limit materials from specific publishers, based on the Library's specifications. We can also exclude from our Customized Collection Development Lists books that do not meet the Library's size parameters. Lists can be limited by review source, price, and Dewey range, if specific ranges need to be excluded.

All Customized electronic Collection Development Lists for book product will include:

- Author / editor / illustrator as appropriate
- Title
- Publisher
- Dewey classification
- Date of publication
- Edition (if applicable)
- ISBN
- Binding type
- Retail price
- Discounted price (edit mode only)
- Subject heading(s)
- Review source citation(s)
- Annotations
- Series (if applicable)
- Initial print run (if available)

Titles on Ingram selection lists are statused as available from the publisher at the time they are included on the lists.

Review and bibliography sources that can be cited on our book selection lists include:

- Library Journal
- Booklist
- Publisher's Weekly
- Choice
- School Library Journal
- New York Times Book Review
- Wilson Catalogs and supplements
- Horn Book Guide
- Horn Book Magazine
- Kirkus Review (Adult and Children)
- VOYA (Voice of Youth Advocates)
- Kliatt
- Best annual lists from Booklist, Library Journal, and New York Times Book Review.
- Best annual lists from the American Library Association, including the Notable Books lists.
- Bulletin for the Center of Children's Books

Ingram carries full-text reviews from the Cahners group. Those publications include Library Journal, School Library Journal, Criticas, and Publisher's Weekly, Booklist and Hornbook. The reviews are not abridged. Reviews are available for viewing through ipage, Ingram's web-based information, title selection, collection development, ordering, and stock inquiry tool described throughout our proposal. Reviews appear on ipage as soon as one month after publication. With a subscription to ipage Professional Level, libraries are able to view full text reviews for the titles on Customized Collection Development Lists that have been reviewed in those publications.

Our collection development programs and services are **free of charge**, including up to two on-going customized lists four times annually. We will be happy to negotiate a fee ranging from $100 - $200 if additional customized lists are needed, based on the complexity of the list requirements.

8.3

Ingram will be happy to negotiate any changes in process due to any SirsiDynix upgrades.

8.4

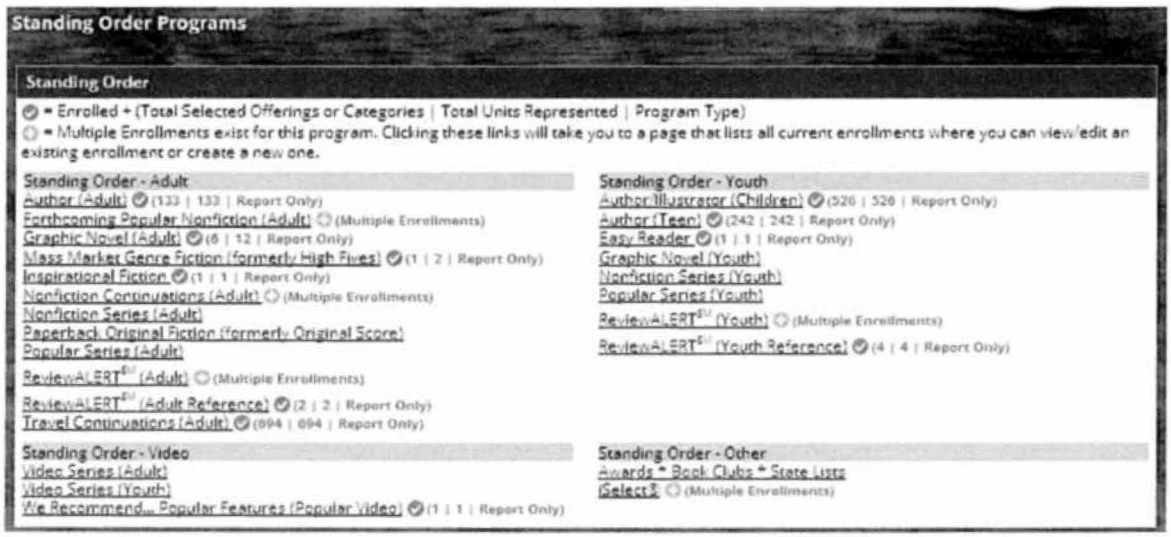
Ingram Library Services can help ease the burden of keeping up with popular titles and series. With our Standing Order Programs, you are assured to have high demand materials on your shelves before patrons come looking for them. With a variety of standing order programs from which to choose, you can tailor your program to meet the needs of your library and the interests of your patrons.
Our MLS-degreed librarians manage each program, so you know they will contain the materials that will generate high circulation. Each program has a specific focus, including titles from popular categories such as bestselling authors, series, graphic novels, inspirational fiction, and many more.

Have it your way–our programs are designed to provide the ultimate flexibility, with the option of enrolling as "Report Only" or "Auto-Ship" through ipage®, our online account management tool that allows you complete access to your program enrollment at your convenience.

New titles are added to Ingram's database several months in advance of publication. Our Standing Order Program automatically places these titles on selection lists for your library based on your completed profile. For customers who have selected the Auto-Ship feature, major hardcover titles will ship as soon as they are received or by the street date. Otherwise, titles will consolidate with your next shipment or ship within 15 days of receipt, whichever comes first. You will receive a monthly (or weekly for Popular Video and iSelect®) report on ipage detailing standing orders placed on your account. This advance notice provides both convenience and control, allowing you to adjust orders months before they are shipped. You can change your enrollments and backorders at any time before the titles are actually in process to be shipped. You'll also stay informed with our monthly *Collection Development* e-newsletter that lets you know when new titles are added to our programs.

Ingram has a wide array of no-commitment Standing Order Programs for our library customers. These Programs allow libraries to keep important portions of their collections up-to-date automatically and to more fully develop parts of the collection to meet community needs. Each Program is specially designed to provide the latest releases with full customization, minimum hassle, and standard discounts. There is no extra charge for participating in our Programs.

To participate, a customer completes an online enrollment form, letting us know the quantity, and in some cases binding type, of the titles they wish to receive. Based on this profile, we place the titles on backorder (generally 2 to 3 months before release). The Program lists will appear in the ipage Selection Lists each month, and the customer will receive email notification. Customers have the option of modifying their quantities or canceling any order prior to shipment and may edit Programs at any time.



Ingram Adult Author Standing Order Program

With Ingram's Adult Author Standing Order program, you and your staff can always be assured of receiving the latest titles by the most popular authors in a timely manner. This program identifies new titles by the most popular authors months before release. You will receive a monthly Selection List in ipage with upcoming titles from the authors that you have selected. The list will automatically order after two weeks for Auto-Ship customers to allow time to edit the list if desired. Report Only customers are free to place the order when desired.The top authors, in terms of participation by libraries, have been identified on the enrollment form in boldface type. Updates to the Program are announced on ipage.

Additional formats are also available, including large print and audio editions when they are released within three months of the regular hardcover. Audio formats include abridged CD, unabridged CD, Portable Audiobook (Playaway), or Library Edition (when available).

Ingram Inspirational Fiction Standing Order Program

Ingram's Inspirational Fiction Standing Order Program will help collection development librarians select books in this growing, unique genre. The program works like Ingram's Author Standing Order Program but only includes trade paper editions of best-selling inspirational fiction authors. Some of the authors are also represented on the Author Standing Order Program, which means you can also sign up for the hardcover, large print, or abridged audio edition of those popular authors. Just as with the Author Standing Order Program, you will receive a monthly Selection List in ipage with upcoming titles from the authors that you have selected. The list will automatically order after two weeks for Auto-Ship customers to allow time to edit the list if desired. Report Only customers are free to place the order when desired.

Ingram Children's Author/Illustrator Standing Order Program

We are delighted to offer a standing order program featuring popular authors and/or illustrators of books for ages 0-12. When you sign up for this program, the newest titles by writers and/or illustrators as diverse as Christopher Paolini, Mo Willems, and Laura Numeroff will be included on a Selection List within ipage several months before they are published. We know you'll find this program helpful in delivering the best authors' and illustrators' latest works to your young patrons. The bindings available are Trade Hardcover, Library Binding, Library Edition CD, Portable Audiobook (Playaway), and Unabridged CD. The list will automatically order after two weeks for Auto-Ship customers to allow time to edit the list if desired. Report Only customers are free to place the order when desired.

Ingram Teen Author Standing Order Program

In response to our customer's requests, we offer a standing order program featuring popular authors of books for ages 13-17. When you sign up for this program, the newest YA titles by your selected writers will be included on a Selection List within ipage several months before they are published. We know you'll find this program helpful in delivering the best authors' latest works to your teen patrons. The bindings available are Trade Hardcover, Library Binding, Library Edition CD, Portable Audiobook (Playaway), and Unabridged CD. The list will automatically order after two weeks for Auto-Ship customers to allow time to edit the list if desired. Report Only customers are free to place the order when desired.

Ingram Popular Series Standing Order Program – Youth and Adult

If you're having trouble keeping up with the latest in your patrons' favorite fiction book series, let the Popular Series Standing Order Programs send you the newest titles of the most popular fiction series for youth and adults. Our Collection Development Specialists are constantly monitoring new titles, and these series titles will be included on a Selection List within ipage several months before they are published.. You'll be the first to know all the latest information—when a series is being discontinued or if a new series is on the horizon. The list will automatically order after two weeks for Auto-Ship customers to allow time to edit the list if desired. Report Only customers are free to place the order when desired. This is the hassle-free way to manage your popular collection.

Ingram Easy Reader Standing Order Program

Children read at different speeds and needs. Anticipate demand by ordering easy reader books by level with the Ingram Easy Reader Standing Order Program. More than one hundred publishers, imprints, and series are represented in the program, ranging from tried and true fiction favorites such as I Can Read from HarperCollins to nonfiction stars such as National Geographic Kids: Science Readers. Each series is broken out by levels, so you can order the quantities you want of the level you need in the bindings you prefer. The *Collection Development* newsletter keeps you up-to-date on the latest Easy Reader information. The monthly list will automatically order after two weeks for Auto-Ship customers to allow time to edit the list if desired. Report Only customers are free to place the order when desired.

Ingram Graphic Novel Standing Order Programs – Youth and Adult

The Graphic Novel Standing Order Program provides a monthly selection list of titles in this very popular format. Our specialists have researched hundreds of graphic novel series to ensure your collection has titles appealing to a broad range of readers ages 8 to adult. Recommended audience ages are indicated for each series. The list will automatically order after two weeks for Auto-Ship customers to allow time to edit the list if desired. Report Only customers are free to place the order when desired.

Ingram Nonfiction Series (Adult and Youth) Programs

Stay updated on nonfiction series, such as For Dummies Computer and DK Eyewitness Books. If you're having trouble keeping up with the latest in your patrons' favorite nonfiction book series, let the Nonfiction Series (Adult and Youth) Standing Order Programs send you the newest titles of the most popular nonfiction series for youth and adults. Our Collection Development Specialists are constantly monitoring new titles, and these series titles will be included on a Selection List within ipage several months before they are published.. You'll be the first to know all the latest information—when a series is being discontinued or if a new series is on the horizon. The list will automatically order after two weeks for Auto-Ship customers to allow time to edit the list if desired. Report Only customers are free to place the order when desired.

Ingram Paperback Original Fiction

Ingram's Paperback Original Fiction program provides an entire monthly collection of original mass market and/or trade paperbacks. Each month our Collection Development librarians select 20 original mass market paperbacks and 20 original trade paperbacksthat are forecasted as having the highest demand. The assorted mix of titles includes one western, at least one science fiction or fantasy title, and general fiction, mysteries, and romances.

Ingram Mass Market Genre Fiction Standing Order Program

The Mass Market Genre Fiction Standing Order Program provides automatic ordering of popular genre fiction, providing you the top five new titles each month in the genres you select. For some genres, you may also choose to get the next five or 10 most popular titles.

Genres available on this program are:

- General Fiction (up to 10 titles)
- General Romance (up to 15 titles)
- Historical Romance (up to 10 titles)
- Mystery (up to 15 titles)
- Speculative Fiction (up to 15 titles)
- Street Lit (up to 5 titles)
- Westerns (up to 5 titles)

A degreed librarian with front-line public library Collection Development experience selects Mass Market Genre Fiction titlesexpected to have the highest demand, including reprints and originals.

Ingram Adult Forthcoming Popular Nonfiction Standing Order Program

With major media attention and high demand from the reading public, many new nonfiction titles become immediate 'must-haves' for libraries. With Ingram's Forthcoming Popular Adult Nonfiction Standing Order Program, it's easy to order top nonfiction titles within each Dewey® Range and have them on your shelves and ready for circulation by publication date. Our MLS-degreed librarians and expert buyers work closely with publishers to anticipate the titles that will resonate with your patrons. Each month, they select the best forthcoming nonfiction titles within each Dewey® Range plus the top 25 titles overall and automatically include them on a Selection List within ipage several months before they are published.. While the number of titles can vary according to the season, you will receive a balanced selection geared toward public libraries. You may choose Basic for a smaller selection or Expanded for a larger selection in each Dewey® Range. The list will automatically order after two weeks for Auto-Ship customers to allow time to edit the list if desired. Report Only customers are free to place the order when desired.

Ingram Nonfiction Continuations (Adult) Program

Stay updated on reference, professional, test preparation,and other frequently updated titles. Our experienced specialists track publications, changes, cessations, and postponements for more than 13,000 titles. New titles are added to Ingram's database several months in advance of publication. Our Nonfiction Continuations Program automatically places these titles on selection lists for your library based on your completed profile.

Ingram Travel Continuations Standing Order Program

Are your patrons requesting the most current information on New England, Europe and the West Indies? Do they want to know about transportation, restaurants, culture and sights-to-see? If so, then be sure you have all the latest information they need - enroll in the Ingram Travel Continuations Standing Order program. This plan offers a flexible method of receiving our best-selling travel titles, as well as providing a broad selection of travel guidebooks—automatically. Let Ingram take the guesswork out of the publishing cycle.

Ingram Awards * Book Clubs * State Lists Standing Order Program

The Awards * Book Clubs * State Lists program provides you with notification of -- or an automatic order placement for -- the award winners, book club picks, and state lists you track each year. From your individual state reading list to an international award, save time by letting Ingram stay on top of these developments for you, allowing you to offer the timeliest and most relevant title selections throughout the year.

Ingram reviewALERT^{SM} (Adult, Adult Reference, Youth, and Youth Reference)

Twice a month, hundreds of adult, children's, and young adult titles are reviewed in the industry's top journals. Scanning the reviews, making selections on paper, and searching for the titles online can be time consuming. **reviewALERT** is a convenient and FREE way to help you streamline this selection process.

On the 1st and 15th of each month, Ingram will notify you via e-mail of the print titles reviewed in the journals you select on your profile. This will allow you to easily access the titles on ipage and place your orders. Your customized alert will include adult and/or juvenile and young adult print books with reviews in your choice of the following journals:

- *Booklist*
- *The Bulletin of the Center for Children's Books*
- *The Horn Book Magazine*
- *Kirkus Reviews*
- *Library Journal*
- *Publisher's Weekly*
- *School Library Journal*
- *VOYA*

ReviewALERT (Adult and Youth) offerings can be enrolled in by Dewey® Range.

iSelect®

Ingram's own build-your-own Standing Order Program includes the BISAC categories and sub-categories selected by the customer. Based on Ingram buy level, this Program allows customers to choose or exclude publishers, languages, categories, subcategories, and formats. Customers can choose to see anything from expected bestsellers only to all titles in a category or subcategory that have been purchased by Ingram. At Ingram, it's FREE!

Opening Day Collections

At Ingram Library Services, our goal is to help you create a library that is as unique as your community. With our inventory and expertise, Ingram can provide you with a balanced collection ready for your shelves. We also have customizable processing and cataloging services designed to save time on routine collection development functions.

Collection Development

Our Opening Day Collection services are built on our industry-leading product selection. No other vendor provides the breadth and depth of titles that Ingram offers. But having the most books is pointless without the tools to identify the right titles for you. Our profiling program provides a clear picture of your collection needs while taking your timeline and budget into account.

Once you give us the specifics of your project, we create your custom selection lists in an electronic, user-friendly format. The program allows you to view and edit your lists in several different ways, and it includes comprehensive data for each title, such as bibliographic information, review citations, series lists, annotations, and more. Behind Ingram's Opening Day Collections program is our staff of MLS-degreed librarians, whose decades of frontline library experience ensure that your customized lists are relevant, accurate, and easily accessible.

Processing and Cataloging

We have more than 100 different processing options for books, audiobooks, video, and DVD. We can customize processing to meet your requirements. Our processing options include Mylar® jackets, theft detection including RFID, spine labels, book pockets, property stamps, date-due cards, bar codes, and paperback pre-binding. Other services include video processing.

With BOOKMARC®, Ingram's authoritative cataloging database, we are able to provide fully encoded cataloging records with Sears or LC subject headings via FTP, ipage®, or diskette. BOOKMARC includes the entire LC MARC database with millions of records, in addition to many created by Ingram's MLS-degreed catalogers.

Shelf Ready

Ingram's shelf-ready collections include not only processing but also storage. Your profiles are closely followed so that your collection arrives ready to be placed on the shelves in time for opening day.

Sort options available include Rough, Fine or Strict Dewey sort for non-fiction and alphabetical author sort for fiction. Item will be packed in boxes, with paper and/or air pillows as dunnage placed as needed in the carton before the box is closed and sealed. Cartons will be placed in order on pallets and shrink-wrapped. Items in cartons wrapped on ordered pallets are stored on racks in Ingram's custom Opening Day Collection warehouse. The boxes will contain a Content Label indicating the Dewey range or alpha letter to be found inside.

Rough Sort – The approved selection list designates the rough Dewey range contained in each carton. This sort type is delivered to the library with the skids sorted by Dewey range (ex. Fic A-J, 100's). The cartons on each skid will be in the general Dewey range given for that particular skid. Cartons for this sort type will have normal shipping labels and a carton contents label. There will be a packing list in the last carton of each order. This carton containing the packing list is identified by the "Packing List Enclosed" message on the carton contents label.

Fine Sort – Books are manually sorted into specific boxes in Dewey order. The cartons are then placed on the skid in shelf order. This type of sort will have Ingram supplied labels that designate the range and box number in that range for each carton in order. This will ensure the project is delivered to the library in the proper order. This type of sort will also have carton contents labels placed on the inside flap of each carton. This label will list the titles in the carton in strict Dewey order. An accession list of all titles contained in the shipment is also available upon request. Fine Dewey sort is available for a charge of $0.25 per unit.

Strict Sort – Books are manually sorted into strict Dewey order ready to be placed on the shelf. Cartons are then delivered to the customer in the order that they will be shelved. This type of sort will have Ingram supplied labels that designate the range and box number in that range on each carton in order to deliver the boxes in the proper order to the library. This type of sort will also have carton contents labels placed on the inside flap of each carton. This label will list the titles in the carton in strict Dewey order. An accession list of all titles contained in the shipment is also available upon request. Strict Dewey sort is available for a charge of $0.50 per unit. Strict sort is available for the initial delivery, but not for completion orders delivered after Opening Day.

Customized Services

Ingram knows that every library is different. Before opening day and throughout the life of your library, you can depend on us to provide the title selection and smart programs customized to fit your operation, your needs, your budget, and your individual character. Our goal is to get to know you and provide you with the particular products and expertise that will accomplish your mission.

9.0 Collection Development and Selection Tool Services

9.1

As members of APL are aware, ipage® is Ingram's web-based title selection, ordering and account management tool. We would be happy to provide an onsite demonstration.

9.2

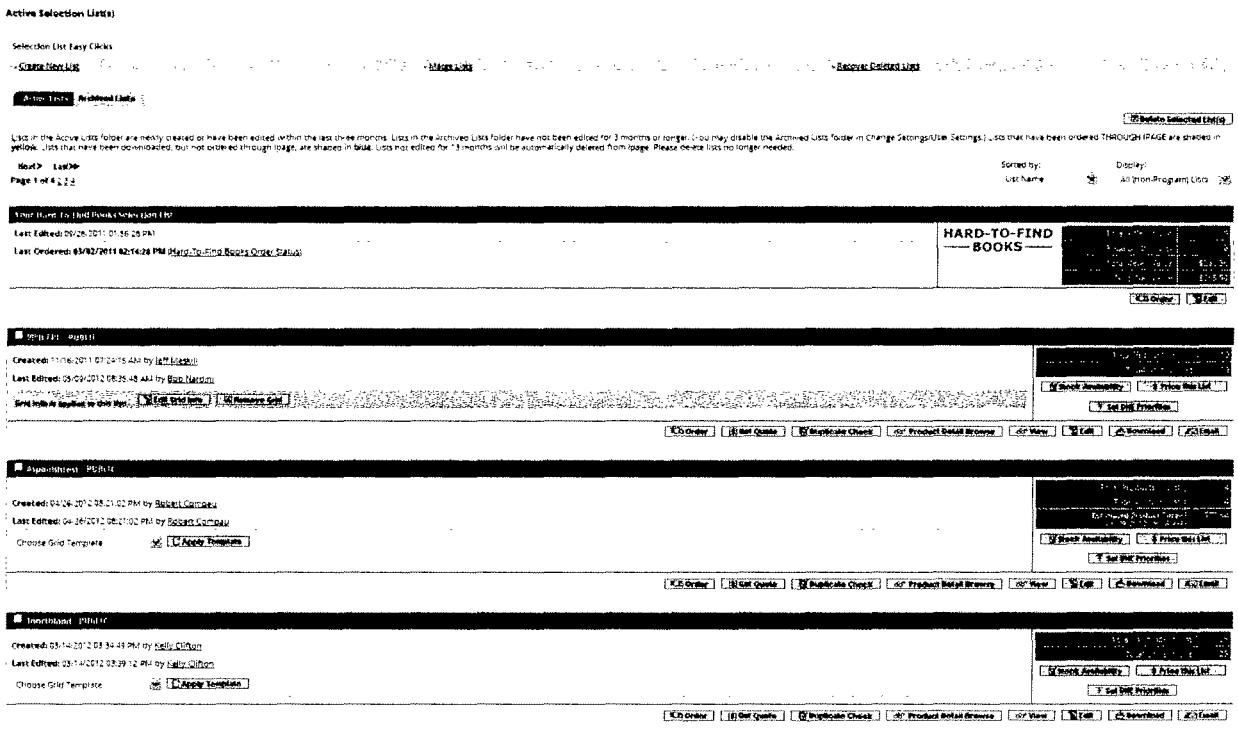
Ingram will offer APL unlimited concurrent user access to ipage **at no charge.** Normally there is a nominal fee of $300.00 per year to access full text reviews, however, Ingram will waive this fee for APL for the duration of this contract.

9.2.1

ipage selection lists, similar to the shopping cart functionality found in other Internet sites, are among the most versatile features on ipage. They're the starting points for using ipage for ordering. Once you create a list, you may add products, delete products, move products to other selection lists, or send it as an online order. You may also download the list to a file on your computer to import into an electronic ordering program, inventory management system, or acquisition system.

Ordering online using our selection list functionality enables the Library to create multiple title lists. These can be downloaded in a variety of formats such as BISAC, FlashBack®, or brief MARC records for import into your ordering or library automation system, provided that one or more of these formats is compatible.

In ipage, click **Selection List View** under the **Shortcuts** section on ipage's **Home Page** or click the **Selection Lists** link under the **Order** tab. A **Selection List** overview page appears. This page is the starting place for you to navigate to your selection lists or orders, or to manage your selection lists.



At the **Selection List** over view page you can:

- ✓ create a new list
- ✓ merge lists (from two to ten lists at a time)
- ✓ recover deleted lists
- ✓ review order history
- ✓ view, order, edit lists
- ✓ check for duplicates
- ✓ download lists
- ✓ delete a selection list or order

The **View Selection List** page sorts items alphabetically by title. To change the sort order, click the arrow in the **Sorted By** box and then click the sort option you want. Users can sort by title, author, ISBN or product code, binding, publisher, pub date, and US SRP (U.S. suggested retail price).

ipage allows you to create the following types of selection lists:

- For a **Private List**, only the user who created the list and the user's ipage Administrator can view or edit it.
- For a **Public List**, only users who are in the same ipage account as the user who created the list can view or edit it.
- For a **Shared List**, only users who are in the same Ship to account as the user who created the list can view or edit it.

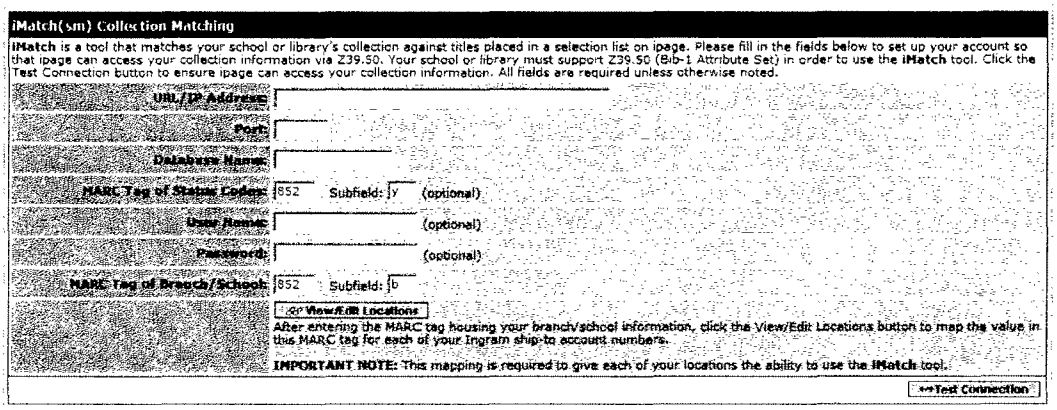
The creator of a selection list also has the ability to lock lists to prevent others in the account from making various changes. There are two levels of list locking:

Title Lock: Other users in the account can view the existing list and can add notes, quantities, or grid information. Users other than the creator or administrator cannot add or takeaway titles from the list. This includes the ability to "see" this list name when adding items from search results or title detail.

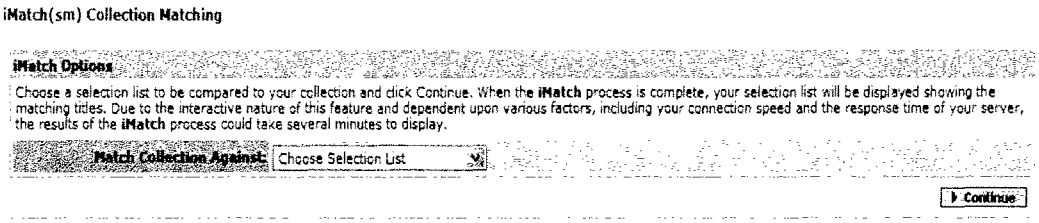
List Lock: No edits can be made to the list at all, including the changing of quantities, adding or taking away items from the list, etc.

9.2.2 – 9.2.3

ipage offers our library customers the ability to check titles in your collection against titles placed in a selection list on ipage to see if you already have a title in the list or if you have something similar. This tool is called iMatch. ipage uses Z39.50 (Bib-1 Attribute Set) to access your institution's union or global catalog to pull back your collection information. Your library must use Z39.50 and the ability to accept a XML file to be able to use this function.

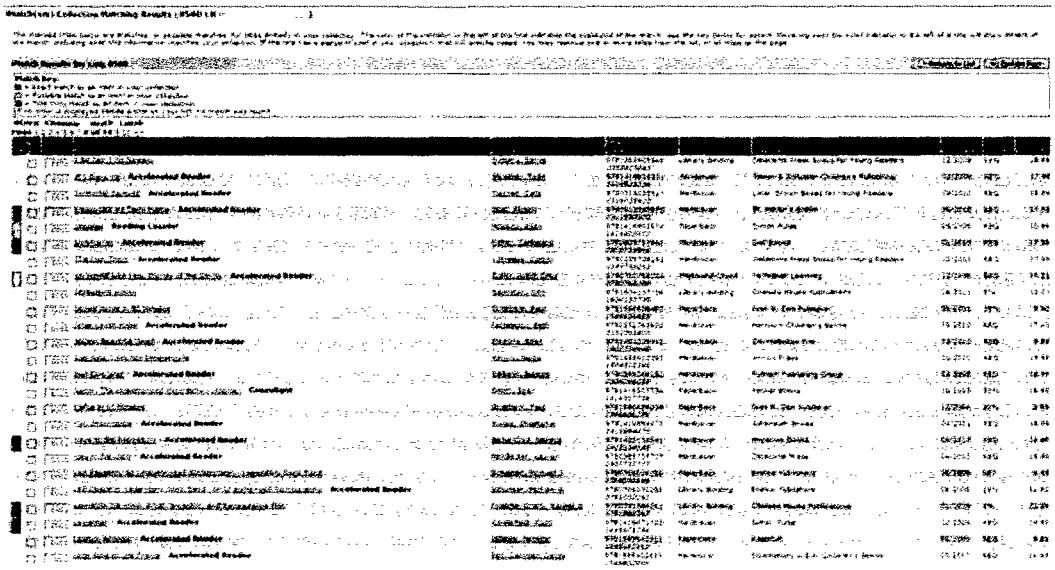


Once you have tested, received a successful connection message, and submitted your setting information to Ingram, you will be able to use the iMatch function upon your next login.



When the iMatch process has been completed for the first 25 items in your list, you will see the iMatch Collection Matching Results page. Those titles will be shown in title order, with a color bar to the left indicating the level of match found, if any.

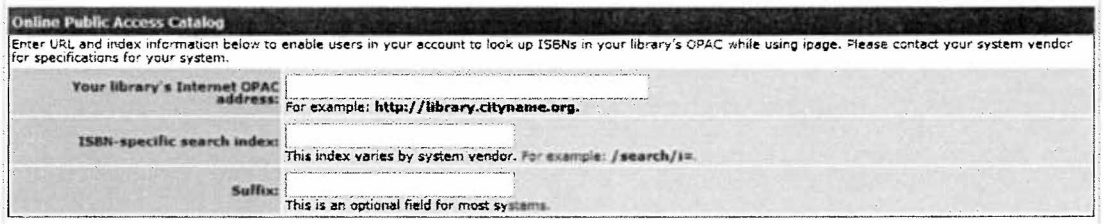
The results are color coded to show where matches were found. If no color appears to the left of a title, no match was found. A red bar indicates an exact match, yellow a possible match, and green a title-only match. Hovering over a color bar indicator will display details about the match. The details will include which criteria were matched, and whether or not the edition matches your collection. For an exact match, the status of the title in your collection will also be shown.



OPAC View

Libraries also have a feature that allows them to look into their Online Public Access Catalog (OPAC) from titles within ipage. The feature requires a one-time setup by the administrator of the account. The administrator needs to provide the following information in this setup:

- OPAC web address
- Their vendor's specific ISBN search index
- For some vendors, a search suffix is also required


Online Public Access Catalog

Enter URL and index information below to enable users in your account to look up ISBNs in your library's OPAC while using ipage. Please contact your system vendor for specifications for your system.

Your library's Internet OPAC address:	For example: http://library.cityname.org.
ISBN-specific search index:	This index varies by system vendor. For example: /search/i=.
Suffix:	This is an optional field for most systems.

Once the administrator of the account has set up this feature, users in the ipage account will start to see a button/graphic attached to titles in search results and selection lists. Clicking this button will open a new browser window and point to this ISBN within the customer's web-based OPAC system. Since this feature is ISBN driven, the button will not appear with titles that do not have ISBN's (videos, music, etc).

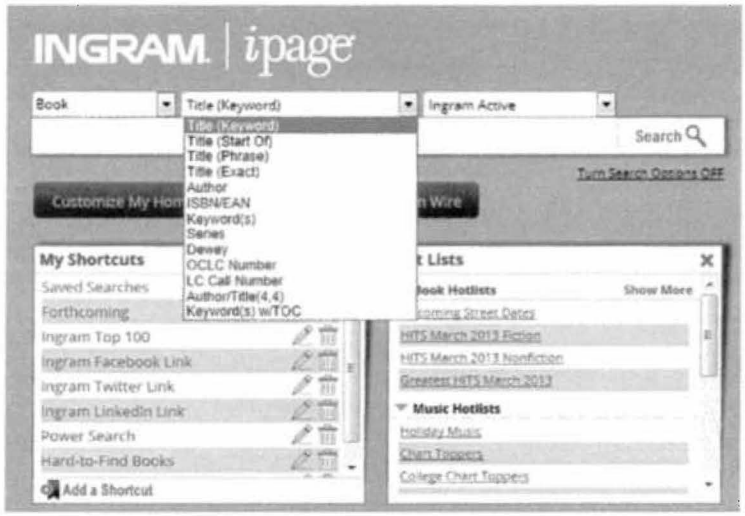
Selection List Duplicate Check

The selection list functions in ipage allow the user to check for duplicates. This is customizable so that the user can check for duplicates only within the current list, against the user's Private lists, against Shared lists, or against all lists to which that user has access. The user can set a default for how they want selection list duplicate check feature to work or can choose this option each time the selection list duplicate check feature is invoked.

Additionally, users can check for duplicates as they are adding titles to a selection list. This feature checks for duplicates only within the current list.

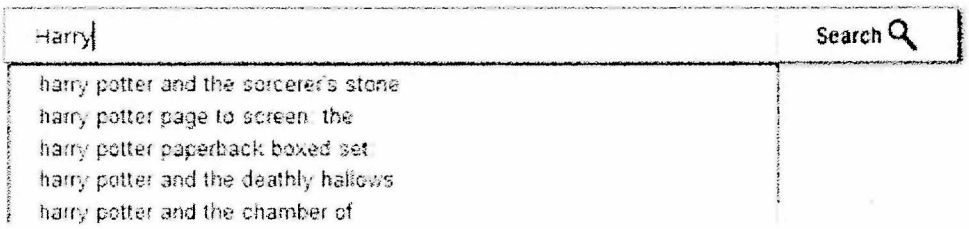
9.2.4

ipage users do a fast and quick search for items using Simple Search. Simple Search is displayed at the top of every page in ipage. Simple search allows users to search by title, ISBN, author, and keyword.



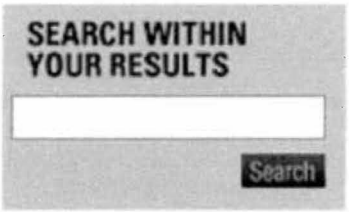
Predictive Searching

Predictive search functionality is available on ipage, allowing for more accurate and efficient searches across our entire database. This technology uses our top-demanded product data to offer suggested completions of the search term you are typing in the search bar.



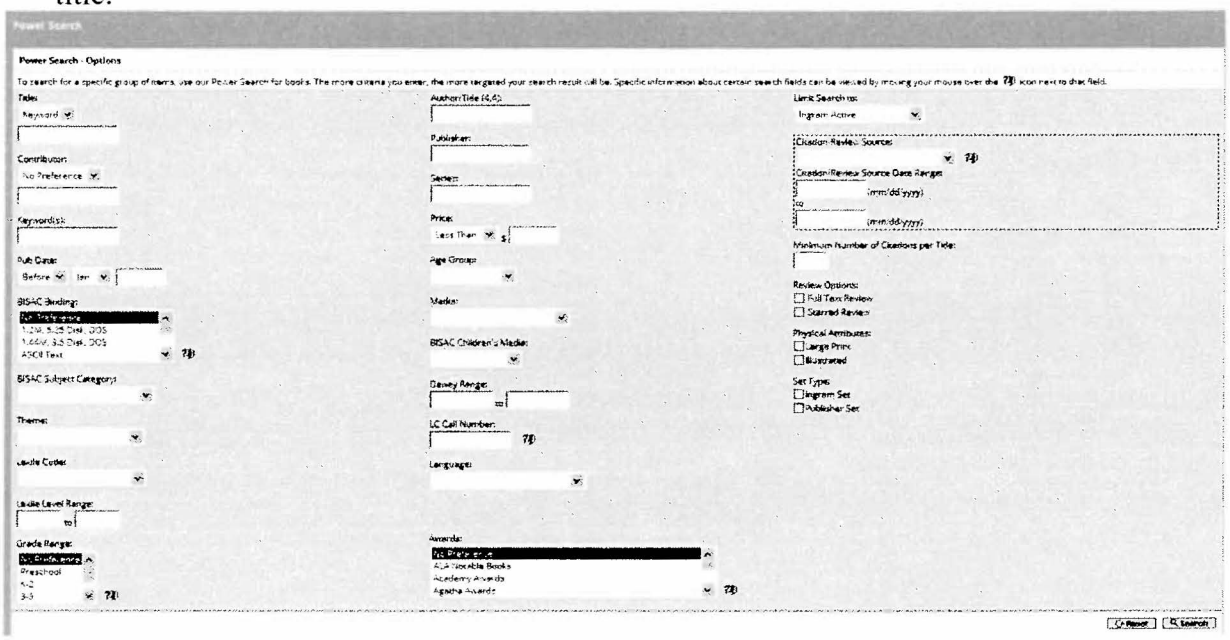
Search within Results

To the left of your results, you will see a box for searching within your results. Enter your search words and click the **Search** button. You can further refine your results as needed, using the dimensions and search feature located on the left.

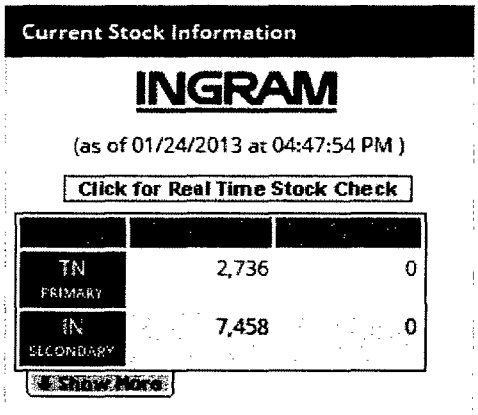


9.2.5

Power Search allows ipage users to focus their search to a much narrower list of titles by using some of or all of a specific set of search criteria. This feature is invaluable when searching for a specific title and the user has only limited information about the title.



9.2.6
ipage provides a real-time stock check of Ingram inventory on the Title Detail screen.



9.2.7
Ingram's ipage features an option available in all levels of ipage called Custom MARC. Custom MARC gives libraries the ability to create and map a custom MARC record profile for downloading brief MARC records for loading to their Integrated Library System (ILS).

Libraries can use grids to allocate multiple copies of an item across their funds, locations, etc. The grid features are an addition to the Custom MARC functionality, with the Custom MARC mapped fields and values feeding the grid.

Once Custom MARC data has been added to an account by the administrator, a user can create a grid template, selecting which Custom MARC mapped data elements to use. After a template is created, it can be applied to an entire selection list or at a line item level within a list. As a template is applied, quantities for each item are increased as necessary and individual allocations are made across the library's funds and locations. The selection list is then downloaded in Custom MARC format, and subsequently uploaded into the library's acquisition system for order placement via EDI. Unlike other library book vendors, Ingram offers grid creation capabilities free of charge.

MARC Setup

Add Data Mapping

Your selected acquisitions vendor, III Enhanced, has unique requirements for the format of their MARC records. The fields below have been automatically mapped based on your selection of this vendor. Use the Add/Edit Values button to build a list of your library's Locations and Funds. Enter values for these fields exactly as they appear in your acquisition system.

If desired, you can map additional data elements and values into your MARC download using the fields below.

Tag #:	Subfield:	Data Element:
		Other--Input customer data element

Add | Reset

Data Mapping

Tag #	Subfield	Data Element	Action
001		Ingram Control Number	
008		File Created Date	
010	a	Library of Congress Control Number (LCCN)	
020	a	ISBN/EAN (depending on your MARC download format)	
020	c	Price	
024	a	Universal Product Code	
024	d	Universal Product Code (Additional digits)	
035	a	Alternate Control Number	
082	a	Dewey	
100	a	Author	
245	a	Title	
260	b	Publisher	
260	c	Pub Date	
960	b	Copies (Total Quantity)	
960	t	Location	Add/Edit Values
960	t	Copies (Location Quantity)	
960	u	Fund	Add/Edit Values
960	u	Copies (Fund Quantity)	

Complete

9.2.8

The Title Detail page includes title descriptions, physical information, LC subjects, LCCN, and Dewey.

No Easy Day: The Firsthand Account of the Mission That Killed Osama Bin Laden - Accelerated Reader

Contributor(s): Owen, Mark (Author) [illegible]

ISBN: 0525951728 EAN: 9780525951722

Publisher: [illegible]

US SRP: $ 26.95 US - (Discount: [illegible])

Binding: Hardcover - [illegible]

Pub Date: September 04, 2012

Annotation: For the first time anywhere, the firsthand account of the planning and execution of the Bin Laden raid from a Navy Seal who confronted the terrorist mastermind and witnessed his final moments. From the streets of Iraq to the rescue of Captain Richard ...

[illegible]

This item is Returnable

Additional Information

BISAC Categories:

[illegible]

LC Subjects:

- Special forces (Military science)
- War on Terrorism, 2001-2009
- Bin Laden, Osama
- Death and burial
- Special operations (Military science)
- Abbottabad (Pakistan)
- Terrorists
- Owen, Mark
- Assassination
- United States
- Pakistan

THEMA Categories:

[illegible]

Dewey: [illegible]

LC Call Number: [illegible]

Features: [illegible]

Target Age Group: [illegible]

Physical Info: [illegible]

Custom Quantity: [illegible]

Reports: [illegible]

Department: [illegible]

Accelerated Reader®

Quiz # (Quiz Name): [illegible]

Reading Level: [illegible] Interest Level: [illegible] Point Value: [illegible]

Description - Reviews

Kirkus Reviews (10/01/2012)

Books on Navy SEALs have poured off the presses for years, but this one has generated national interest and controversy for a reason the title makes clear. Similarly, the author is a veteran of an SEAL team. Experienced writers work with military journalist Maurer (Commander Redemption, On the Ground in Afghanistan and America's Elite Special Forces, 2012, etc.) and the result is a fast-paced, professional narrative that will appeal to military buffs as well as general readers. Raised in rural Alaska, Owen, identified as a SEAL from childhood, he succeeded in BRE, passing the brutal screening and training. After several deployments, he passed another screening to join the SEAL's special operations unit in 2004. This is a deeply traditional SEAL memoir, filled with hute-and-long descriptions of weapons, gear, training, tactics and short, hatty battles in which bullets the mighty (many goes wrong, but now it's mostly many bad guys bite the dirt). The book's second half delivers a breathless, blow-by-blow account of the Osama bin Laden raid on Long, good and bad, plays an essential role in any raid. One attacking helicopter crashed, but the veteran team moved around the mishap. On the ground, Bin Laden's defense was heavily defended. The author does not deny that the SEALs shot every male on sight, bin Laden included. Since Bin Laden was a significant figure, historians will consider this book as a primary source. Only at least most general readers will not regret it. COPYRIGHT(C) 2012 Kirkus Reviews, ALL RIGHTS RESERVED.

Biographical Note:

Mark Owen is a former member of the U.S. Naval Special Warfare Development Group, commonly known as SEAL Team Six. For many years as a Navy SEAL, he has participated in hundreds of missions around the globe, including the rescue of Captain Richard Phillips in the Indian Ocean in 2009. Owen was a team leader on Operation Neptune Spear in Abbottabad, Pakistan, on May 1, 2011, which resulted in the death of Osama Bin Laden. Owen was one of the first men through the door on the third floor of the terrorist hideout, where he witnessed Bin Laden's death. Mark Owen's name and the names of the other SEALs mentioned in No Easy Day have been changed for their security.

9.2.9
Easily merge up to 10 different lists into one new list. Hold the CTRL key down to select the lists. Enter the new list name and any notes you would like to attach. Select the type of list: a public list will be seen by everyone within your account, a private list is only viewed by yourself, and a shared list will be shared among your Ship To accounts.

Click the checkbox next to Retain Grid Information if you wish to keep any grid information attached to items in the selected lists. Otherwise, grid information will be lost when the lists are merged.

9.2.10
With the Power Search feature of ipage, users can search by Citation/Review Source and Date Range.

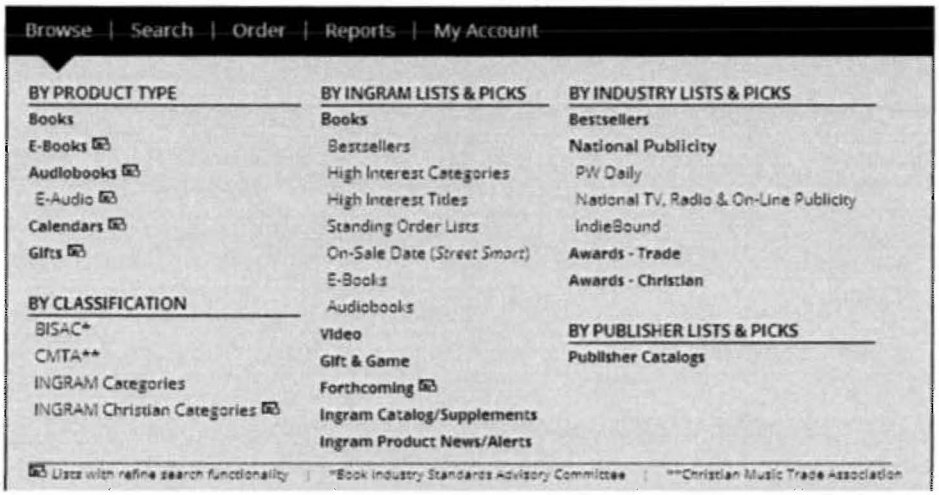
9.2.11
ipage allows access to full text reviews, annotations, cover images, and citations. ipage includes review citations and full text reviews from:

- *Booklist*
- *The Bulletin of the Center for Children's Books*
- *Criticas*
- *Foreword Magazine*
- *Hornbook Guide*
- *Hornbook Magazine*
- *Library Journal*
- *Kirkus Adult*
- *Kirkus Children's*
- *School Library Journal*
- *Publishers Weekly*
- *VOYA*

9.2.12
The **Browse** tab of ipage lists resources and information on products of interest to librarians. It's also home to lists of products in various categories, such as award winning books, bestsellers, and items that receive media exposure. You can also access innovative and creative lists of products you may wish to stock.

Browse features in ipage include:

- Browse by Product Type
- Browse by Classification
- Ingram Lists & Picks
- Industry Lists & Picks
- Publisher Catalogs



9.2.13
ipage does allow users to globally add or change funds, locations, quantities and local notes for all items at the selection list level.

9.2.14
With the ipage 15A Release, now live, we have a new Grid Summary option available for our Library customers who use grids. Users are able to select two of their Custom MARC (9XX) tags as fields to sum a "gridded" selection list by. After the ipage administrator selects which 9XX tags they want as part of their grid summaries, the Grid Summary button will appear for selection lists that have a grid attached, and when the button is clicked from the List of Lists page, the View Selection List page, or the Edit Selection list page, the user is taken to a page containing quantity, extended list price, and customer discount price totals by the Grid Data elements associated with that selection list.

9.2.15
For a **Public List**, users who are in the same ipage account as the user who created the list can view or edit it. For a **Shared List**, users who are in the same Ship to account as the user who created the list can view or edit it.

Once an ipage Selection List has been created, it can also be emailed:

1. Click the **Selection List Icon** on the ipage header, click **Selection Lists** under the **Shortcuts** section on the left side of the home page or go to the **Order** tab and click the **Selection List** link.

2. Once in the Selection List section, click the **E-mail** button under the list you wish to e-mail.

3. Enter the e-mail addresses(s), Subject and Message in the E-mail Options form. If you would like to be copied on the e-mail, click the **Copy me on this e-mail** box.
4. Click **Send**.

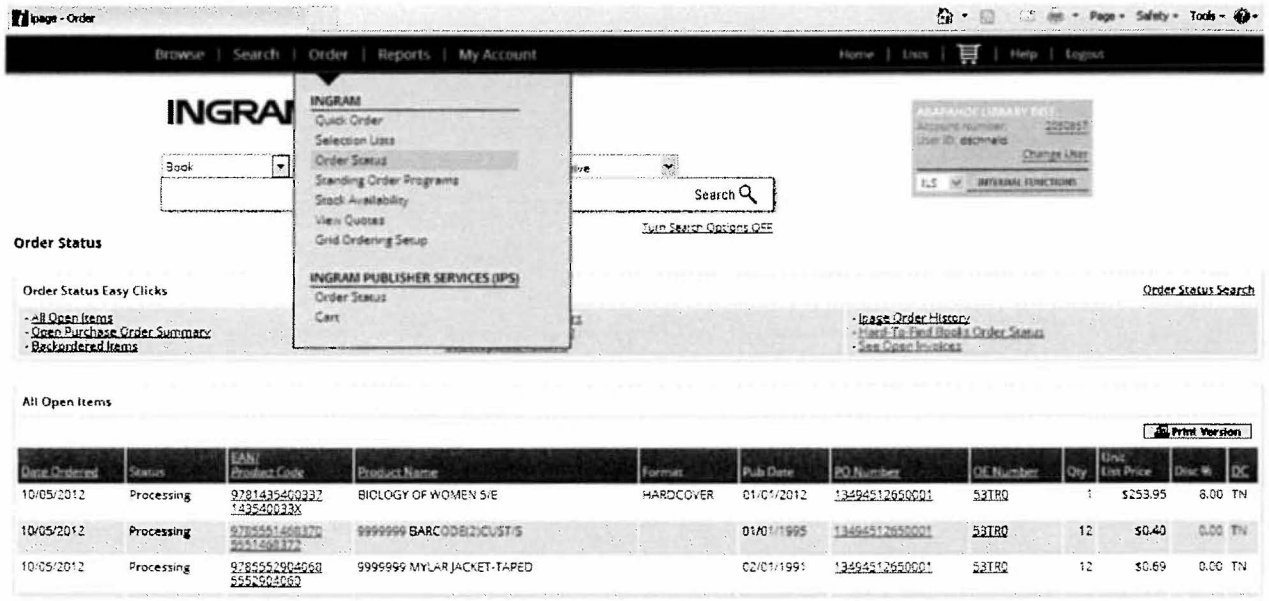
5. E-mail recipients will receive the product detail information for each title on your selection list. Information includes the Title, Contributor, Publisher, Publication Date, ISBN/EAN, Binding, Retail Price, and BISAC Categories. Titles are separated on the page by a dashed line.

9.2.16
ipage's account management features allow the Library to view and update their account information online and view current account set-up information. The Library can also view all open items, reference credit memos and open invoices, look at their last statement, and view the last six payments received by Ingram. All of this information will be available to libraries 24 hours a day, 7 days a week, making it even more convenient to use Ingram as your vendor.

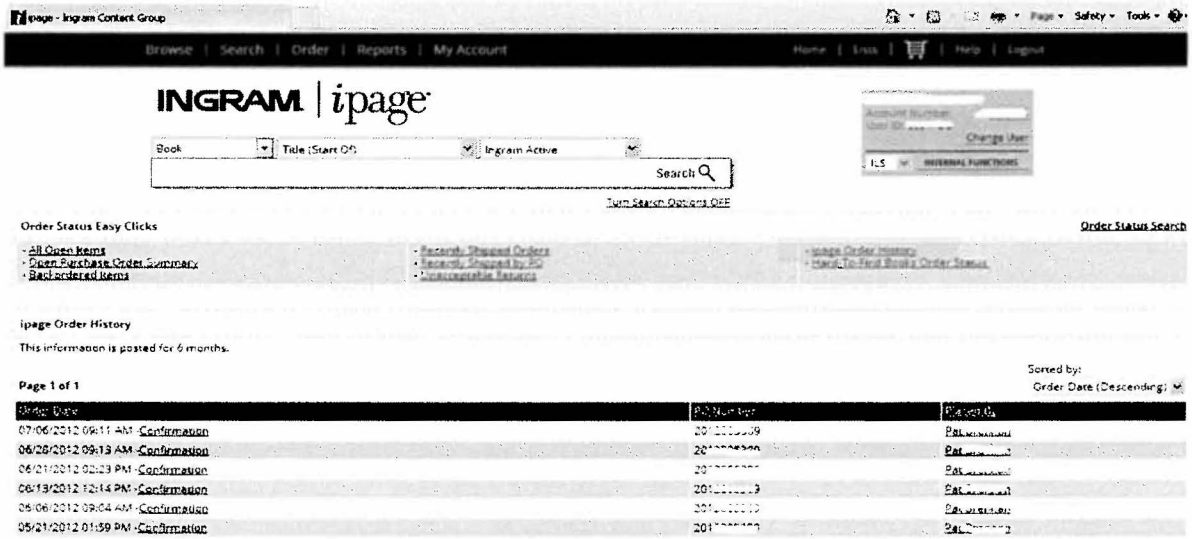
Acquisitions status

Under the Order tab, simply click Acquisitions Status for a listing of Order Easy Clicks, including:

- All Open Items
- Open Purchase Order Summary, which includes the PO number, date ordered, total units open, units in process, and units backordered
- Backordered Items, which includes date ordered, product code, product name, format, PO number, quantity, and warehouse
- Recently Shipped Orders, which includes date shipped, order entry number, number of cartons, and shipping tracking number
- ipage order history, which shows order date and time, PO number, and who the order was placed by. It also provides a link to an Order Confirmation which gives a detailed summary of the order, including title, author, ISBN, whether the item is shipped or backordered, and retail price



ipage Order History is posted for 6 months, and can be sorter by order date, PO number, or "placed by."



9.2.17

Libraries can submit selection lists for library-specific pricing using the "Price this List" function on ipage. On the "list of lists" page, the library will see a button labeled Price this List. Clicking this button will send the list as a pseudo-order using the active ship-to account of the ipage user. The total price of this selection list will display on the "list of lists" page in a green box. This pricing will disappear from the site if the selection list is changed or edited in any way. Additionally, the Library can view items on this list that cannot ship from Ingram by clicking on the Estimated Product Total link.

9.2.18
Users can download MARC records from selection lists, search results, individual product detail pages, and online catalog lists. To download from lists, catalogs, or search results, go to the list you wish to download and click **Download.**

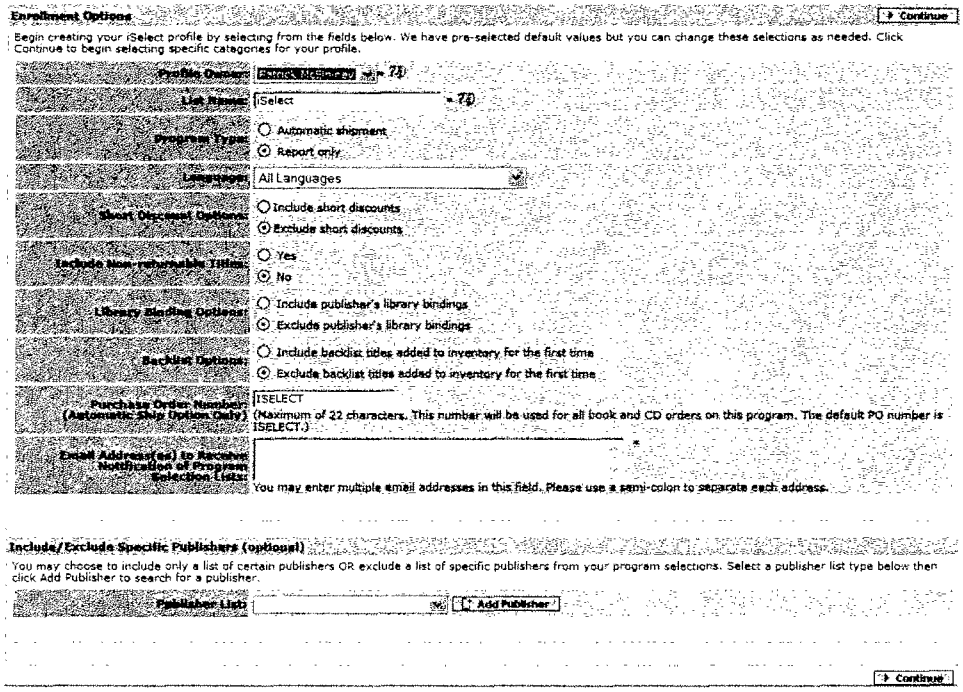
From the **Selection List Download** page that appears, choose the format in which to download it. From the next dropdown box, choose the MARC type (**Custom MARC** or **MARC-G Generic**), then follow the directions to continue to download. Note: This only changes the type for that selection list. **Custom MARC** format is tied to the custom MARC fields mapped by your ipage account's administrator and selected as defaults by you. If your administrator has not customized this for your account, the record will download in generic MARC format. **MARC-G Generic** format will download the title with generic MARC records containing the following information: leader, file created date, LCCN number, ISBN, price, Dewey, Author, Title, Publisher, and Pub Date.

To download MARC records from individual product detail pages, choose either **Generic-G MARC** or **Custom MARC** format from the **Download Format** dropdown box and click **Download**.

9.2.19 – 9.2.21
Selecting new titles and having them on your library shelves in a timely manner is essential to serving your community. However, researching forthcoming titles by perusing publisher catalogs, reading reviews, and searching the internet is time-consuming. That's why Ingram staffs one of the largest and most knowledgeable teams of book buyers in the country. Our team meets daily with publishers, large and small, to stay abreast of thousands of forthcoming titles, from the next bestseller to niche professional works. They rely not only on pre-publication buzz, databases, systems, and processes, but also on their personal expertise to make the right new title selections for our customers.

The iSelect Program is based on Ingram's buying level of pre-publication titles. You select the categories and indicate the levels you want to see. Then, when Ingram makes a purchase of a forthcoming title at your pre-determined level, you are notified. The iSelect Program is fully customizable to meet the needs and interests of your library. If you only want to see the hottest titles in certain categories, you can. If you only wish to see new titles by certain publishers, you can do that, too. With iSelect, it's easy!

You design your program by selecting the publishers, subject categories, binding types, and purchase levels that best fit your needs. Your weekly report— and shipment, if you select the Automatic Shipment option— is based on this information.



Your individual profile will include a full listing of subject categories based on BISAC categories. You may select any or all categories that fit the needs of your library. You may choose to enroll at the BISAC Major, Secondary or Tertiary levels, depending how customized you want the results. Hardcover, Quality Paper, Mass Market, and Audio format options are available in this program. You may choose to include only titles that Ingram purchases in very large quantities or choose to be notified of every title purchased in the categories you have selected, or somewhere in between.

Each week, your customized pre-publication selection list is posted on ipage - our online collection development and account management tool. You can use the list to add individual titles or download the full report to your computer or Integrated Library System (ILS).

Many customers find the automatic shipment option a great convenience. Prior to shipping, a full title listing is available for review on ipage. At that time, you can choose to edit quantities or remove titles from your order. Two weeks later, the list will automatically order. iSelect is a ***FREE*** program for all Ingram customers.

HITS

HITS is a concise, annotated pre-publication listing of top, new hardcover and selected quality paperback books. Indicated by stars in each HITS paper listing are titles projected to generate considerable patron interest and receive positive reviews as an exceptional book. HITS is available as a list on ipage, along with our Greatest HITS list.

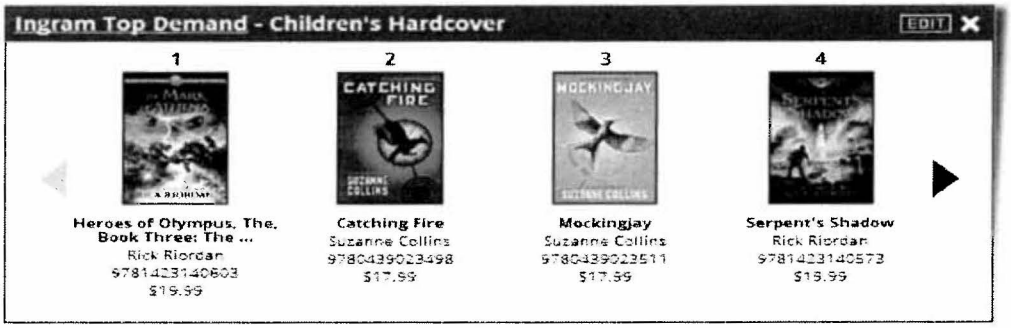
HITS is compiled monthly and lists titles about two months prior to publication date. HITS is available online or as a printed monthly list, and includes approximately 2,000 to 2,500 titles annually. Our HITS list comes with three convenient ordering options:

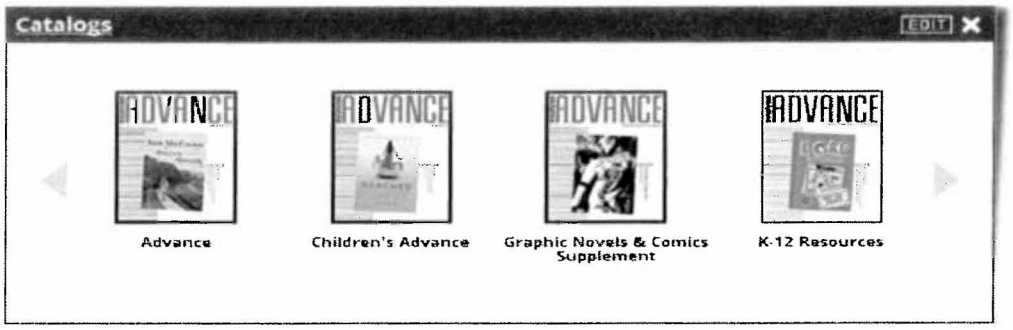
- Your Library may request an automatic shipment of one copy or multiple copies of each starred title by individual month or every month (Standing Order).
- Your Library may make selections from HITS title by title.
- Your Library may request an automatic shipment of one copy or multiple copies of each title listed in HITS (Standing Order).

Catalogs

Ingram's comprehensive family of trade catalogs showcases forthcoming and recently published titles in an attractive and easy-to-follow layout. Our catalogs also feature relevant and timely editorial content including author interviews, merchandising tips, and product news to help librarians stay abreast of trends in the book world. For those who like to shop from their computer, online access to catalog content is available to all ipage subscribers. E-Catalogs transform existing print publications into enhanced web versions with multiple browsing options and interactive features including keyword search, zoom and magnifier functions, sticky notes, e-mail options, and easy ordering.

Simply click any of the E-Catalog links on ipage to start browsing.



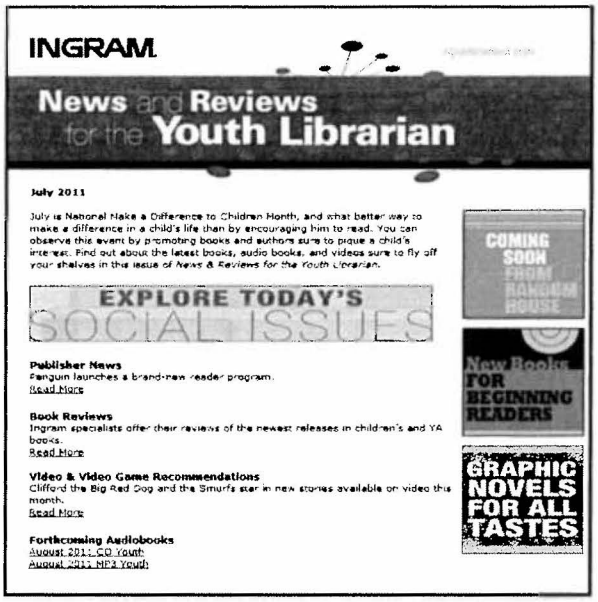


E-Communications

Ingram Library Services Inc. offers a host of free electronic newsletters designed to inform, entertain, and offer ideas and resources for collection development.

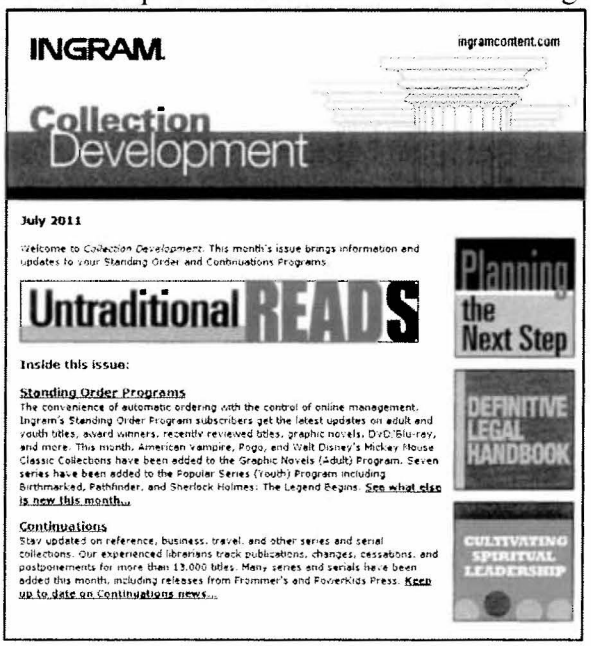
News and Reviews for the Youth Librarian

News and Reviews for the Youth Librarian features reviews of recent and forthcoming titles, along with business information pertinent to the juvenile library market.



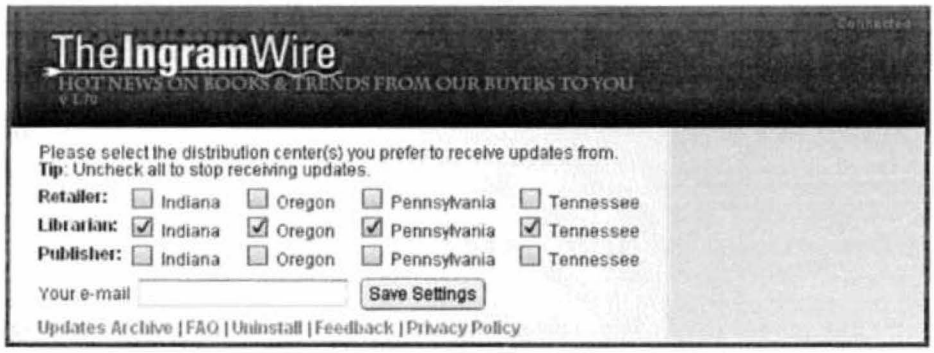
Collection Development

Collection Development includes important information on Ingram's Standing Order Programs. This newsletter advises of title changes and revised publication schedules, as well as cessations and other pertinent factors needed to manage your profile.



The Ingram Wire

Relevant book news and collection development information is delivered directly to your desktop with the Ingram Wire. Through this user-friendly downloadable desktop app, built on Adobe® AIR™ and compatible with both PC and Mac, librarians receive stock news on fast-moving products specific to their assigned distribution center, alerts on top awards and breaking events, as well as "backorder now" messages to ensure they are among the first for allocations. From the desktop, users can click directly to ipage to place orders. Libraries can download the application at www.ingramwire.com.



9.3

Ordering online using our selection list functionality enables the Library to create multiple title lists. These can be downloaded as brief MARC records for import into your ordering or library automation system.

9.4

Ingram will provide notification via our ipage site and website when new releases and upgrades to ipage are available. Our Customer Systems department, along with Customer Care and Sales Representatives are available to provide on-going support for any questions and concerns you may have.

ipage Site Help provides tutorials, plus assistance with new ipage features and account management tools. Site Help, available along with a Frequently Asked Questions feature, is available at your convenience 24 hours a day, seven days a week.

If you have questions that you can't find the answers to in Site Help or Frequently Asked Questions areas, please call Ingram Customer Systems Tech Support at (800) 937-7978 or email us at ics-techsupport@ingramcontent.com.

9.5

ipage administrators set up the overall profiles for their accounts, controlling levels of access available to staff members.

9.6

ipage does interface with SirsiDynix.

10.0 Cataloging & Creation of Bibliographic & Holding Records.
As your long-standing vendor, Ingram understands APL's cataloging requirements, and changing needs.

With Ingram's exclusive BookMARC® cataloging service, we can give you the most authoritative cataloging available. Our staff of MLS professionals understands the importance of following strict cataloging guidelines. Ingram Library Services provides cataloging services for only those products purchased through Ingram.

We provide access to full-level MARC records through BookMARC, our proprietary cataloging database. BookMARC includes the complete LC MARC database (with over eight million bibliographic records), as well as tens of thousands of entries created by Ingram's MLS-degreed catalogers. It also contains LC Name Authority and Subject Authority records; our MARC records reflect the latest LC-recognized contributor, uniform title, series, and subject and geographic headings. We are a NACO participant, the first vendor to have been accorded that honor.

Ingram cataloging is in accordance with the latest editions and versions of the Anglo-American Cataloguing Rules, MARC21 Format, OCLC Bibliographic Formats and Standards, Library of Congress Classification Schedules, Dewey Decimal Classification, Sears List of Subject Headings, and Library of Congress Subject Headings. Our cataloging is consistent with LC rule interpretations and cataloging practices as established and reported in LC's Cataloging Service Bulletin. Our records use MARC-8 encoding.

Ingram is a trading partner with OCLC, wherein our CIP upgrades and MARC record originals are accepted by OCLC for inclusion in WorldCat.

Custom Cataloging

In the paragraphs that follow, we have provided information on our Cataloging services and outlined the cataloging procedures that have worked well with similar projects. Ingram provides many libraries with various levels of customized cataloging and processing services. The following outlines pricing and services based upon our current understanding of Austin Public Library's requirements. As you review this section, please keep in mind that Ingram can likely address any need that the Library may have.

Ingram's cataloging profile provides several options to the Library, including linking and original records. Classification and cuttering schemes for individual formats and collections are also part of the profile.

Ingram Catalogers are experienced in working with Library Technical Services and Cataloging staff to ensure that the cataloging services we perform accurately reflects the library's local standards and conventions. With Ingram, your project will be given top priority by our cataloging staff. A team of professional MLS-degreed catalogers and professionals experienced in working with SirsiDynix will be assigned to your project. Within the Cataloging Department there are Assistant Catalogers and professional Cataloging Librarians who hold Masters Degrees in Library and Information Science.

The Ingram team works closely with library staff during set-up and throughout the projects to maintain open lines of communication regarding cataloging issues. Ingram Library Services will send and receive samples at the beginning of the project, plus continue discussion via conference calls and email between Ingram Cataloging specialists and library staff throughout the projects in order to assure compliance with specifications.

Custom Cataloging Steps

1. The library's online catalog is searched through a Z39.50 interface to determine if a MARC record exists at the library site.

2. If a MARC record exists in the Library's catalog, it is pulled into the Ingram MARC editor where the newly acquired title/bar code is added to the existing record. All edited records are saved to a file and then transmitted via FTP to the customer at the end of each day, so the customer can pull the updated records into their online catalog. Ingram does not modify or upgrade records already in the Library's database.

3. If a cataloging record does not already exist in the Library's online catalog, Ingram Library Services' in-house BookMARC system is searched. Ingram will also search OCLC using the Library's log-in and password. If a cataloging record is located in OCLC, the Ingram cataloging associate pulls the record into the Ingram MARC editor, where the barcode and local call number are added to the record. All new records are saved to a file and then transmitted to the customer via FTP at the end of each day, so the customer can pull the new records into their online catalog. Please note that Ingram does not correct or upgrade records from OCLC or the Library of Congress unless the Library has requested this service. There are fees for this service.

4. If the required record is not found in BookMARC or OCLC, an Ingram cataloger can create an original record, or upgrade a previously-existing record in accordance with all national cataloging standards. The records to be upgraded are CIP records, existing BookMARC records that are not full MARC records, and contributed records that have previously not been reviewed by a cataloger. Upgrading cataloging records involves taking a CIP record, or a record from another source that is less than a full cataloging record, and upgrading it to full MARC status. There are fees for these services.

In addition to standard MARC records, Ingram's MLS-degreed catalogers can review and update records to meet local policy requirements. Examples include applying local exceptions to LC or Dewey classification; adding contents, summary, target audience, or local notes; and applying local subject headings or local exceptions to standard subject headings lists. Pricing for customized services is reflective of the complexity of the Library's technical services instructions.

Should the Library require OCLC Holdings Updates, Ingram can provide this service at no charge, utilizing OCLC Batch Load Services.

RDA

Ingram is a participating member of OCLC WorldCat, the Library of Congress Program for Cooperative Cataloging (PCC), and the Name Authority Cooperative (NACO) which requires strict adherence to Library of Congress policy decisions.

Ingram has been actively training our Catalogers in RDA and has had access to the RDAToolkit since its publication in June 2010. Ingram internal systems support importing and manipulating RDA MARC tags and fields and can export RDA records in MARC21 format.

Ingram will implement RDA on March 31, 2013 in accordance with the Library of Congress RDA Implementation Day One decision (http://www.loc.gov/catdir/pcc/RDA-PCC.html). We cannot make retroactive changes to records already cataloged for the National Library before the switch to RDA.

11.0 Physical Processing

As your vendor, Ingram fully understands APL's current processing specifications, as well as your changing requirements.

With over 100 different options, processing can be customized per the Library's specifications. Ingram will ask the Library to complete an Ingram Processing Specification Sheet to ensure consistency of book appearance. Included details are physical processing rules such as label location, taping requirements, and jacketing needs.

Please note that processing prices are based on use of Ingram standard processing supplies. Any non-standard supplies would need to be provided by the Library. Any additional processing options chosen will receive the current standard pricing in place at the time each option is added to their profile. Processing and/or cataloging is profiled on an account level, and any item ordered on an individual account will receive the appropriate processing services. Ingram is able to change your account profile upon written notification, but changes to specifications cannot be made retroactively, nor on an order by order basis.

Thermal Label Printing

In addition to standard laser printed labels, Ingram has a new thermal label printing service.

- Thermal printing is a better quality print with higher density and contrast.
- Process is heat transfer with a single-use ribbon rather than laser printed sheet labels.
- Improved durability on spine and barcode labels.
- Wider variety of font options and sizes.
- Additional print options such as italics, bold, and underline.
- New barcode and spine label stock is white polypropylene film coated with a high-tack adhesive with excellent edge tear resistance.
- Smaller barcode size (2" x ¾")

RFID

Our standard Ingram RFID tag is provided by UPM Raflatac. UPM Raflatac tag is a "universal" tag meaning that we can program any type of encoding or programming into this tag (ex.: 3M, Bibliotecha, Tech Logic, ITG, Envisionware, etc.). The tags are ISO 15693 compliant. Additionally, we can provide pre-programmed tags with barcodes sets. We can also encode customer supplied tags, as well.

12.0 Invoicing Services

12.2

Ingram will continue to mail invoices and credit memos to the Austin Public Library, P.O. Box 2287, Austin, Texas 78768-2287.

12.3

Orders will ship with Ingram-paid freight from your Ingram designated primary and secondary distribution centers. Items receiving custom cataloging services may ship from a single distribution center exclusively. Branch locations will be set for a once-a-week shipping schedule, as the accounts are currently profiled. This customized delivery schedule will benefit the Library by increasing staff efficiency in managing the receiving process. By consolidating orders to release weekly, library staff can be readily prepared for receiving on a set day rather than throughout the week, resulting in significant time-savings.

12.4 – 12.5

Ingram will mail one original and one copy of all invoices after the order is shipped. With ipage, invoices are available to view and print on demand, the moment they become available. For customers opting to receive electronic invoices, Ingram places electronic invoice files on the Ingram FTP for customer retrieval.

12.6

Book invoices are listed in the following order: (1) quantity, (2) author, (3) title, (4) publisher, (5) ISBN, (6) unit list price, (7) discount, (8) unit net price, and (9) total price. Items on invoices are listed alphabetically by either the author or the title per the library's request. All invoices have page numbers, your account number, the purchase order number (can be up to 22 characters in length), the contract number, and our Federal ID number.

12.7

Ingram can invoice for cataloging and processing on the same invoice as the product. Processing charges appear as the last line items when billed together with product. Please note that processing will be an accumulated charge, not an individual line item per title.

12.8

Separate invoices are provided for each billing account.

12.9
Please contact Jeanette Russell if an incorrect invoice is received.

12.10
A credit memo will be mailed listing the item(s), dollar amount, and purchase order number credited. Credits will be reflected on the monthly statement with reference to the purchase order number. The credit memo includes title information, including list price, discount, and extended price, and number of copies returned.

12.11
Status Reports come in the form of our Packing Slip and our Title Status Report. The packing slip will supply you with the status of any book that has been shipped, backordered, or is out of print. The packing slip will be alphabetized by title. Titles that were not included in the initial shipment will have a "B" in the "BO" column if they have been backordered. Titles that cannot be supplied in your normal backorder period will automatically cancel. These titles will be identified with a blank space in the "BO" column.

The Title Status Report is sent to customers on a monthly basis. This report will provide you with current backorder status information as well as indicate which titles could not be supplied within your normal backorder period. Listed below are the most frequently used stock abbreviations that will appear on the Title Status Report:

B/O	=	Out of stock at this time and on backorder for you
NLS	=	Title is no longer stocked by Ingram
NYR	=	Title is not yet received by Ingram into the distribution center
OSI	=	Out of stock indefinitely by the publisher
PPD	=	Title has been postponed by the publisher
OP	=	Title is now out of print at the publisher
CANC	=	Title has been cancelled at this time by the publisher

With ipage, the Library can also view backordered items. Under the Order tab, simply click Acquisitions Status for a listing of Order Easy Clicks, including backordered items.

If standard reporting options do not meet the Library's needs, Ingram will work with the Library to provide customized reports from open and closed order data.

12.12
Ingram provides a monthly statement, which serves as an open item register and monthly summary report. The statement contains, among other information, the transaction type, date of transaction, due date, customer account number, total amount due, and total account balance. The Library can also view their last statement online through ipage as well as view the last six payments received by Ingram, all open items, reference credit memos and open invoices.

13.0 Shipping and Delivery

13.1
Ingram currently has multiple separate and distinct ship-to accounts for the Library's locations.

13.2
With distribution centers located in every region of the country, we have developed a sophisticated and cost-effective delivery system, along with a reputation for the fastest delivery and highest fill rate in the industry among library distributors.

Ingram is known as the industry leader in turnaround time and fill rate. For 2012, our average turnaround time for APL was 10.3 days from picking list date to invoice.

13.3
After receiving an order, Ingram will ship all titles currently in stock. Any remaining titles normally available through Ingram will then be placed on backorder for a period of time specified by you. At the end of the backorder period, all unfilled titles will automatically cancel, except for titles Not Yet Received from the publisher. Status Reports will be sent to each ordering agency to keep them updated on the status of their order(s). The Title Status Report, described above, indicate which titles could not be supplied within your normal backorder period.

13.4
While an account may be profiled to receive backorders, a library may request no backorders on an individual order. Please note that this may effect the fill rate for that particular order.

13.5
To track a standard shipment on ipage, click **Recently Shipped Orders**. This opens a table displaying all recent shipments. Click the shipping tracking number for the shipment you want to track. This links you to a page where you can view tracking information. If you want to view the contents of a shipment, click the order's **Order Entry Number** listed in the table on the **Recently Shipped Orders** page. This opens the **Order Entry Detail** page that provides detailed information.

13.6
Ingram will make every effort to meet or exceed ninety percent fill rate.

13.7
Branch accounts are currently set to receive weekly shipments.

13.8
Timely shipments will continue to be made to the Central library as required.

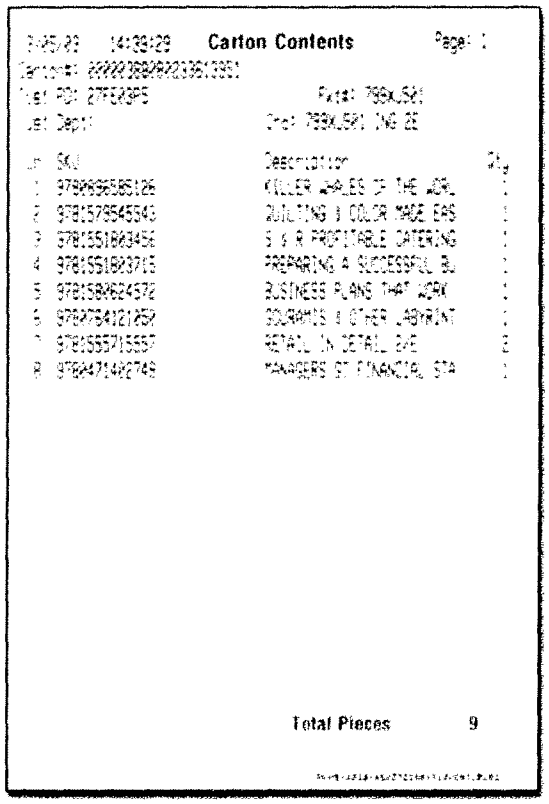
13.9 – 13.10
Ingram's Packing Slip is included with each shipment.

13.11

Each box in a single shipment will be plainly marked with the number of boxes in shipment, the library address, and a Control Number which can be used to cross reference the invoice when it is received.

13.12

The shipping label on the carton includes the customer name, address, and customer purchase order number, as well as which items are included in the individual carton. Below are a scan of a sample shipping label and a sample carton content label.



Carton Contents

1	9780595585126	KILLER ANGELS OF THE ACRL	1
2	9781579545540	BUILDING A COLOR IMAGE EAS	1
3	9781551803456	S & R PROFITABLE CATERING	1
4	9781551803715	PREPARING A SUCCESSFUL BU	1
5	9781580624572	BUSINESS PLANS THAT WORK	1
6	9780754121252	SOURHTIS & OTHER LABYRINT	1
7	9781555715557	RETAIL IN DETAIL DAE	2
8	9780471492749	MANAGERS GT FINANCIAL STA	1

Total Pieces 9

13.13

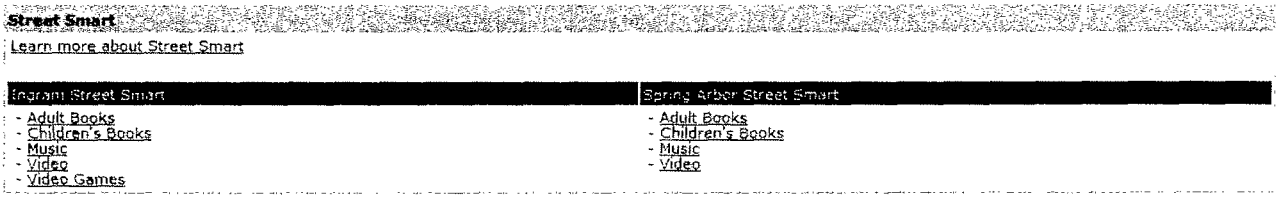
Ingram acknowledges the importance of shipping titles in a priority manner to accommodate the Library's patrons. The **Street Smart** program helps libraries receive inventory of high visibility book titles on or before the on-sale date. Titles included in the program typically have large print runs and major publicity scheduled. A minimum purchase may be required to participate in the early delivery program. The publisher of a title designates it as a Street Smart title by assigning an on-sale date for a new title. Processing and cataloging may add additional time to shipment of titles, depending upon the level of customization required.

We require a signed affidavit in which you agree not to display, sell, or loan for advanced reading any title before the publisher-assigned on-sale date. Ingram will send you an annual affidavit renewal notice. Without this agreement, Ingram will not ship Street Smart titles until the published on-sale date. Delivery within the allotted time frame is contingent upon the publisher providing books to Ingram in a timely manner. Ingram is a distributor, and not a publisher, and so does not control street date.

Publishers designate releases as affidavit titles for Ingram at their discretion. If the publisher designates a title as such, by law Ingram cannot ship titles to arrive before their street date. Ingram will make every available effort to ship non-affidavit titles to arrive on the street date; however we cannot guarantee arrival on street date due to late shipment by publishers. Publishers often change street dates, so check ipage as the scheduled street date approaches to ensure no change has been made.

Some titles may be designated by Ingram as **Street Smart Select**. Ingram will send advance notification of these titles, including minimum order and order deadlines via email or fax. The difference between a "Street Smart" title and "Street Smart Select" title is that the Street Smart Select titles have an order minimum, and the Street Smart Select customers who place minimum orders at least 14 days before the on-sale date will get a reminder notice about adhering to the on-sale date.

The Street Smart list page includes a drop-down box with sort options. When you select **Initial Buy** in the drop-down box, ipage re-sorts the titles in the Street Smart list by largest quantities initially purchased by our buyers. This helps you see immediately what items Ingram professionals believe will be in demand. The list sorts in descending order, with largest quantities at the top of the list.



13.14
The same discount will be applied for an item, regardless of which distribution center from which the item is shipped.

14.0 Returns and Customer Support

14.1
Ingram only provides new, unused books and materials. Damaged materials may be returned under our Hassle Free Returns Policy, as outlined in our proposal.

14.2 – 14.4
Any single copy of a non-processed/non-cataloged book ordered in good faith that is found to be damaged or unsuitable whether it is due to Ingram's error or the purchaser's error may be returned under our Hassle Free Return Policy within 60 days of invoice date. This policy does not apply to items designated as non-returnable. Ingram will pay return charges only on damaged/defective books or books shipped in error by Ingram. Ingram is not responsible for shipping and carrying charges on books returned for any other reason. Cataloged and processed books that are not damaged or defective cannot be returned.

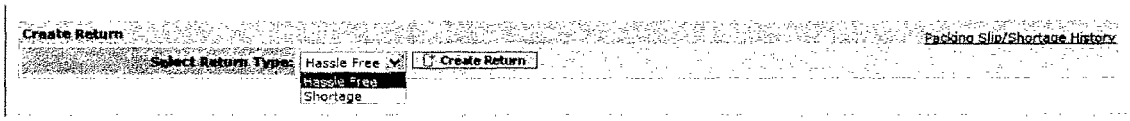
HASSLE FREE Book Returns Policy - Ingram recognizes that libraries occasionally need to return books. Expeditious handling and returning of books that are damaged, defective, or shipped in error can be assured by using a Hassle Free form. These forms are provided on the back of each packing list page, and discrepancy reports or returns should be postmarked no later than 60 days after invoice date. Detailed instructions are included on each form with a handy cut-out shipping label. A book with a publisher's defect may be returned for up to one year from receipt.

A credit memo will be mailed listing the item(s), dollar amount, and purchase order number credited. Credits will be reflected on the monthly statement with reference to the purchase order number.

Upon receipt of the returned titles in our distribution center, Ingram will credit the Library for the cost of the item(s) plus freight charges calculated at the standard UPS rate for the weight of the items returned that are damaged, defective, or shipped in error by Ingram.

14.5
Jeanette Russell will continue to serve as your primary point of contact. Jeanette will involve other Ingram departments as necessary, including Customer Care.

14.6
The account management feature of ipage offers the ability to transmit certain returns information. You can create Hassle Free Returns forms and may also report shortages with the feature. After returns have been submitted, you may check the status of these returns including credit information.



14.7
Stephen Casey serves as Senior Sales Manager for Ingram Library Services for the State of Texas. Stephen is very familiar with Ingram's programs and policies, and will contact the Library on a regular basis to monitor progress, discuss new programs and provide training as well as gather feedback from Library staff.

APL has toll-free telephone access to any Ingram point of contact. To reach Ingram Library Services dial **(800) 937-5300.** Your call will be answered by an automated voice system that will offer several prompts to assist you in reaching the correct department:

- Stephen Casey, Senior Sales Representative .....Ext. 37473
  Email: stephen.casey@ingramcontent.com
- Jeanette Russell, Account Services Supervisor .....Ext. 37441
  Email: jeanette.russell@ingramcontent.com
- Customer Care .....Press Option 1, then 1
  Email: ILSCustomer.service@ingrambook.com
  To discuss concerns or issues regarding your account
- To Place an Order .....Press Option 1, then 2
- To Check Stock Status.....Press Option 1, then 4
- Toll-Free FAX Ordering 800-677-5116
- Credit Department.....800-937-8100
- Technical Support 800-937-7978

TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Sharon Patterson, Senior Buyer
DATE: December 14, 2012

SUBJECT: Approval to use Zero Goals for Solicitation
Project Name: SAP0166 Acquisition of Books to Include Processing
Commodity Code(s): 71598 and 95610
Estimated Value: $2,500,000 per year

The Purchasing Office has determined that the following Goals are appropriate for this Commodity solicit

__X__ No Goals (Goal of 0%)

This determination is based on the following reasons:

This solicitation will be bid by and awarded to a prime contractor. No subcontracting opportunities have b

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Proc Program, please approve the use of the above goals by completing and returning the below endorseme questions, please call me at 974-2995.

__✓__ Approval is hereby granted to use the above Goals.

_____ Approval is hereby denied. Recommend the use of the following goals based on the below rea

a. Goals: _____% MBE _____% WBE

b. Subgoals _____% African American _____% Hispanic

_____% Native/Asian American _____% WBE

This determination is based on the following reasons: no subcontracting opportunities identified.

Raymond M. Young, For
Veronica Lara, Director

Date: December 27, 20

cc: Lorena Resendiz