



INVITATION TO BID – COMMODITIES 17ITBC104552B-BR

Non-Book Library Materials

For

Atlanta-Fulton Public Library System (AFPLS)

BID ISSUANCE DATE: Wednesday, October 19, 2016

BID DUE DATE AND TIME: Tuesday, November 15, 2016 11:00 A.M.

PRE-BID CONFERENCE: NA

PURCHASING CONTACT: Brian Richmond

E-MAIL: brian.richmond@fultoncountyga.gov

LOCATION: FULTON COUNTY DEPARTMENT

130 PEACHTREE STREET, S.W., SUITE 1168

ATLANTA, GA 30303

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FULTON COUNTY GOVERNMENT

INVITATION TO BID - COMMODITY

17ITBC104552B-BR Non-Book Library Materials

Fulton County Government "County" is soliciting Bids for the procurement of Non-Book Library Materials for the Atlanta-Fulton Public Library System. Sealed Bids for furnishing all the non-book materials will be received by the Fulton County Department of Purchasing & Contract Compliance at 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303, **no later than 11:00 a.m., local time, on Tuesday, November 15, 2016.**

PURPOSE AND SCOPE

The purpose of this Invitation to Bid – Commodity ("ITBC") is to establish an indefinite quantity, firm fixed price contract to be used as the primary source for the commodities/goods listed in the attached specifications. Commodities will be ordered from time to time in such quantity as may be needed to fill any requirements of the County. As it is impossible to determine the precise quantities that may be needed during the contract period, the Vendor is obligated to deliver in minimum/maximum quantities contracted for in accordance with the specific conditions of this bid.

METHOD OF SOURCE SELECTION

This procurement is being conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is Code Section 102-373, Competitive Sealed Bid.

BID DOCUMENTS

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities".

PURCHASING CONTACT

Information regarding the bid or bid requirements, either procedural or technical, may be obtained by submitting questions in writing to:

Fulton County Government
Department of Purchasing & Contract Compliance
Attn: Brian Richmond Assistant Purchasing Agent
Fulton County Public Safety Building
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
Email: brian.richmond@fultoncountyga.gov
Fax: 404-893-1732
Reference Bid #: 17ITBC104552B-BR

Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

PRE-BID CONFERENCE-There will be no pre-bid conference held

END OF SECTION

17ITBC104552B-BR Non-Book Library Materials

INSTRUCTIONS TO BIDDERS, GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this Invitation to Bid - Commodities (ITBC).

Any Contract or Purchase Order awarded as the result of this request shall be governed by these General Terms and Conditions.

1. BID PREPARATION

- a. Unit prices must be entered in the appropriate spaces provided. The unit price for each unit shall include packing, unless otherwise specified.
- b. The County may, in its sole discretion, reject any bid determined as irregular, a conditional bid or any bid on which there is an alteration of, or departure from the Bid Schedule attached.
- c. Failure to execute the Bid Schedule/Bid Form documents may result in Bidder being deemed non-responsive and cause rejection of the bid.
- d. The County reserves the right to award multiple contracts for the procurement of annual contracts for goods and commodities.

2. RECIEPT AND OPENING OF BIDS

Bid responses are due **no later than 11:00 a.m., local time, on Tuesday, November 15, 2016.**

REQUIRED SUBMITTALS: The bidder **must complete and execute** the forms listed below and the executed Forms must be submitted electronically with your bid submittal as an attachment:

1. Acknowledgement of each Addendum (if applicable)
2. Purchasing & Contract Compliance Forms:
 - i. Exhibit A: Promise of Non-Discrimination
 - ii. Exhibit B: Employment Report

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to submit his/her bid to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the stated time and date. Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this Bid, the Bidder certifies, and in the case of joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the opening, directly or indirectly to any other Bidder or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

4. MULTI-YEAR CONTRACT TERM

The contract term shall be as defined below. The County is obligated only to pay such compensation under the contract as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The effective date of the Purchase Order shall begin on January 1, 2017, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December 2017. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2018 and shall end no later than the 31st day of December, 2018. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2019 and shall end no later than the 31st day of December, 2019. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

5. EXAMINATION OF CONTRACT DOCUMENTS

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

6. ADDENDA AND INTERPRETATIONS

Bidders may submit requests for clarification or questions regarding this ITBC to the Purchasing Contact Person. Any request shall be submitted in writing via Facsimile or Email. All responses to written request(s) will be distributed as an Addendum to this ITBC and posted on the County's website at www.fultoncountyga.gov under "Bid Opportunities.

The County will not respond to requests received after Thursday,, November 3 at 2:00 P.M.

7. NON-COLLUSION

By submitting a Bid, the Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.

8. CERTIFICATE OF ACCEPTANCE

By responding to this Bid, the Bidder acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

9. CONFLICT OF INTEREST

Bidder states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.

10. BASIS OF AWARD

The County shall award to the lowest responsive and responsible bidder(s) complying with the provisions of the ITB-Commodities.

The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) Bidder references. The County reserves the right to cancel the solicitation and to reject any or all bids in whole or in part and is not bound to accept any bid if rejection of that bid is determined to be contrary to the best interest of the County.

11. SAMPLES

Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Bidder at the Bidder's expense. Samples of selected items may be retained for comparison purposes.

12. NEW

All items bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.

13. BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS

Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Bidder may offer any equivalent product which meets or exceeds the specifications. If bids are based on equivalent products, the bid must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder

fails to name a substitute, goods identical to the published standard must be furnished.

14. INSURANCE AND RISK MANAGEMENT PROVISIONS

The successful Bidder(s) shall, during all terms of the Contract maintain in full force and effect (i) commercial general liability insurance in the amounts of \$1,000,000.00 (each occurrence), with a \$2,000,000.00 (general aggregate), (ii) automobile liability insurance with a combined single limit for bodily injury and property damage of not less than \$500,000 with respect to any owned, hired and/or non-owned vehicles utilized in the performance of its' services. At the time of award, a copy of the successful Bidder's Certificate of Insurance must be provided.

15. INDEMNIFICATION

Bidder hereby agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, of the performance, or nonperformance, of its obligations under this agreements.

Bidder's obligation to protect, defend, indemnity and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Bidder further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Bidder. These indemnities shall not be limited by reason of the listing of any insurance coverage.

16. TAXES

Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.

17. DELIVERY

All prices must be FOB Destination.

18. PLACEMENT OF ORDERS

Orders will be placed using one of the following methods:

- a) A Purchase Order (PO) will be issued as required for departments having a known requirement, fixed quantities, and one-time delivery, during the entire life of the contract.
- b) A Delivery Order (DO) will be issued as required for departments having a known requirement, fixed quantities, and one-time delivery, during the entire life of the contract.

19. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If any item furnished by the Bidder fails to conform to specifications, or to the sample submitted by the Bidder, the County may reject it. Upon rejection, the Bidder must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Bidder fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Bidder the difference between the prices named in the purchase order and the actual cost to the County. If the Bidder fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Bidder the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.

20. INVOICES AND PAYMENT TERMS

Invoices are to be mailed to the County department specified on the resulting purchase order or master agreement. All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address

- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units

- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

21. LEGAL REQUIREMENTS

Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Bidder about applicable law is not a defense.

22. ASSIGNMENT

Any purchase order awarded shall not be assignable by the Bidder without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

23. REJECTION OF BID

Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.

24. TERMINATION

In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.

25. DEBARMENT

If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.

26. RIGHT TO PROTEST

Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

27. BINDING AUTHORITY

The individual submitting this bid must have binding authority to submit contracts on behalf of the responding company. By submitting a response, Bidder agrees that their bid is an offer to sell. All bidders shall comply with all Fulton County purchasing laws, policies, and procedures, as well as relevant state and federal laws, including compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act.

28. SUBMITTALS

The following submittals must be completed and submitted electronically as an attachment with the Bid Submittal. This checklist is provided to ensure that the Bidder submits certain required information with its Bid.

	Bid Submittal Check Sheet	Check (√)
1.	Acknowledgment of Addenda (if applicable)	
2.	Exhibit A: Promise of Non-Discrimination	
3.	Exhibit B: Employment Report	

END OF SECTION

SECTION 2

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

The Atlanta-Fulton Public Library System (AFPLS) intends to contract with a single and/or multiple vendors to provide music CDs, audiobooks on CD, and DVDs for adults, teens and children for a one year period with an option to renew the contract for two additional years.

In non-book formats, AFPLS primarily purchases high-demand titles. In music CDs, that means popular music in the major genres, including urban, gospel, pop and country as well as a small amount of music for children. In audiobooks on CD, about 12-15% of the purchases are new releases of Juvenile and YA titles; the remainder are new releases of bestselling or popular books for adults as well as a small number of adult backlist titles. In DVDs, about 90% of the Library's purchases are multiple copies of new adult feature film releases, and a small number of documentary, educational and art house titles. The remaining 10% is spent on multiple copies of new DVD releases for children and some classic children's film titles. AFPLS buys only a few titles in Blu-Ray format. Across all formats AFPLS has a special interest in collecting African-American authors and subjects.

We seek a vendor(s) with inventory sufficient in size and scope to supply the range described above.

Vendors must be able to provide a comprehensive range of materials for all age groups in one or more of the three formats we seek.

TECHNICAL SPECIFICATIONS

Inventory and Ordering

1. The chosen vendors must have non-book inventory from a range of publishers and in sufficient quantity to meet the needs described in the Scope of Work.
2. Vendors must have a website that provides access to a database of that inventory in the formats required by AFPLS and provide log-in and password access to that database for up to 10 AFPLS selectors for the duration of the contract.
3. The vendor database must be searchable by title, author, performer, composer, director, actor, reader etc, and by a combination of two or more of those search terms. The website must also provide a duplicate check function. The entry in the database for each title should include access to reviews of the titles, basic bibliographic information, and relevant information like projected demand, special media tie-ins etc.

4. Vendor websites must also provide additional selection tools, including lists of forthcoming high-demand titles, lists of award-winners or “best of”, recommended titles for different age levels etc.
5. Vendor websites must support online ordering, including the ability to build carts or lists, to transfer those carts/lists to the vendor, to assign purchase orders and to download orders to a spreadsheet. Respondent must be able to receive orders through their website and to provide AFPL with a separate log-in and password for an account administrator who will submit orders.
6. Provide an online electronic ordering system that interfaces with the SirsiDynix Acquisitions System at no charge to the Library. It should allow orders to be batched by accounts and provide same-day confirmation reports electronically.
7. Vendor must support Enriched EDI for ordering and invoicing and comply with the EDIFACT standard, which the Library has installed, providing the ability to send EDIFACT records which include item-specific information (such as SIRSI Bib #, branch code and quantity, collection code, item type, and call number), as well as the ability for vendor’s records to automatically supply this information to the Symphony on-order record, including holdings at the time of order creation on Symphony.
8. Provide electronic invoicing via SirsiDynix modules and invoices which include for each title the number of copies, title, author, publisher, unit list price, rate of discount, net unit price and extended net amount, cataloging, processing and shipping charge, if any.
9. For the audiobook format, vendors must be able to provide the retail edition rather than only the library edition of a title

Acquisitions

1. Vendors must provide confirmation for every order and acquire the selected materials from publishers.
2. Vendors must provide fund accounting and invoicing according to AFPL specifications, including regular reports showing the status of each fund. There will be a cap on each fund that may not be exceeded without specific permission from AFPL.
3. Vendors must adhere to the cancellation schedule to be determined by AFPL

4. Vendor must provide regular reports to AFPL, showing the percentage and dollar amount encumbered and expended for each fund for that month and cumulatively since the start of the project. Charges for shelf-ready services and for selection services must be broken out separately.

Processing and Cataloging

1. Vendors must process non-book materials to AFPL specifications, including:
 - a. All processing supplies are to be provided by the vendor. This includes property labels, warning labels, circulation ready cases, security cases, bar codes (AFPL will supply a number range to each vendor) and RFID tags, pockets, spine labels, and collection labels for Juvenile (J) and Young Adult (YA) items.
 - b. All non-book items must be given both a bar code and an RFID tag
 - c. Bar codes must meet AFPL specifications. The Library uses Codabar Mod10 symbology that is 11 characters, alphanumeric and includes a random check digit at the end, represented by the letter x. (Example: R311596971x). The bar code must also include the Library's name at the top center. Number ranges will be provided to the vendors
 - d. RFID tags shall be:
 - 2"x2" or 1.9"x3.2" based upon processed material
 - 1024 bit memory
 - Compatible with an air interface device based on ISO/IEC 18000 standards
 - Compatible with a 13.56 MHz system.
 - Tag shall be capable of ISO/IEC 15963 data protocol.
2. Vendors must catalog non-book materials to AFPL specifications, including:
 - a. Checking the AFPL ILS to determine if an item record already exists
 - b. Providing added copy record if an item record already exists or creating a new record in compliance with AFPL cataloging practices. *Original cataloging is estimated to be needed for fewer than 5% of items ordered.*
 - c. Cataloging to AACR2, RDA and current edition of Dewey Decimal Classification
 - d. Conforming to OCLC MARC bibliographic record requirements
 - e. Cataloging on OCLC through OCLC bibliographic utility
 - f. Conforming with AFPL cataloging practices
 - g. Updating AFPL holdings in OCLC as needed
 - h. Providing data in electronic format to the AFPL ILS, currently SIRSI Symphony 3.5.1.1.
3. AFPL may sometimes choose to order some of these materials "product only". When AFPL submits a product only order, the vendor must:
 - a. remove the shrink wrap on all DVDs or CDs ordered product only
 - b. supply plastic jewel cases for any music CDs that come in cardboard or other cases from the publisher

GENERAL CONDITIONS

Shipping

1. The vendor will be responsible for all shipping costs, including inside delivery.
2. A packing slip must be included in all shipments that lists items by title and includes number of copies and ISBNs
3. The vendor must ensure that all shipments are accurate and complete, and must maintain a 99% rate for accuracy (i.e. items shipped represent the order placed) and completeness (i.e. all items listed on the packing slip are in that shipment) throughout the life of the contract. Any errors in the shipment must be rectified by the vendor and at the vendor's expense. Partial shipments of an order are acceptable; split shipments of copies of a title (i.e. when more than one copy of a title is ordered) are not acceptable.
4. Cartons must not exceed 50 pounds in weight, and multiple cartons in one shipment must be clearly marked (e.g. "Box 1 of 4"). The shipping label on each carton must include the library's purchase order number and a shipping tracking number. Cartons should be packed to prevent any damage to the contents.
5. If there are any restrictions on release dates for items within a shipment, a notice to that effect must be included with the packing slip.
6. All shipments must include a packing slip listing author, title, number of copies and ISBN number. The packing slip must list "ship to" and "bill to" addresses, and must reference the invoice and the purchase order number. The packing slip should also show the price and the discount applied. Any box in a shipment containing a packing slip must be clearly marked, "Packing Slip Included".
7. AFPL will return all damaged or defective materials. The vendor must replace the item(s) free of charge or issue credits that can be used for future selections. Specific credit designation will be identified after the contract is awarded. The vendor must be able to arrange prepaid shipping for return of damaged materials, and provide specific instructions for returns.

Receiving and Invoicing

1. Every week, the Respondent must provide via email and excel spreadsheet (with a hard copy to follow in the mail), a consolidated invoice for each project. AFPL will pay from the consolidated invoice that represents the cumulative total of individual invoices for the week for each project.
2. All invoices must be sent directly to:
Atlanta-Fulton Public Library System

Materials Accounting Unit
One Margaret Mitchell Square
Atlanta, GA 30303
Attn:

3. Invoices must be submitted in triplicate, on company letterhead with company name and address. Each invoice must have unique invoice number. Invoice must include:
 - “Ship To” name and address
 - “Bill To” name and address
 - “Remit To” address for payment
 - Purchase Order number
 - Packing slip/shipment number
 - Invoice number and date
 - Author/title, format, ISBN, list cost of item, number of copies
 - Total list cost for all copies
 - Discount (percentage)
 - Total net cost for all copies
 - Separate line items for each handling charge that pertains (e.g. Rush)

Customer Support

1. Vendors for this project must provide a project manager with a minimum of 3 years relevant experience who will provide the following services:
 - Problem resolution with a response time of 24 hours for all telephone calls or correspondence received from AFPL
 - Authority to approve and implement any requested changes
 - Free, on demand, selection or ordering training for AFPL staff as requested
 - Conference calls upon request to discuss problems or concerns

SPECIAL CONDITIONS

1. AFPL’s ILS is currently SIRSI Symphony version 3.5.1.1, the Java client. Throughout the life of the contract, vendors must interface with that version or with more current versions, depending on which is being used by the Library, so that holdings and orders can be checked, and catalog records with appended 949 holdings creation fields can be loaded, indexed and retrieved by AFPL’s ILS.
2. Vendor(s) must be able to supply retail editions of audiobooks rather than library editions.

3. Audiobooks must be repackaged into a sturdy case suitable for heavy circulation. *Respondents must furnish a sample repackaged audiobook so that AFPL can evaluate each case in considering the responses from vendors.*
4. Shrink wrap must be removed from all CDs and DVDs that are ordered product only.
5. Vendor must repackage all copies of any music CD titles ordered by AFPL that do not come from the publisher in a plastic jewel case into such a case before shipping them to AFPL.
6. Respondents should indicate on the Pricing Form any charge for EDI or 9xx ordering

REFERENCES

Respondent(s) must list three public libraries, comparable in size to AFPLS, to which the vendor has provided shelf-ready non-book materials in the last five years. References should include the name of the library system, a contact person at the library and the dollar amount of the contract.

FORM 1: PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (_____),
Name

_____ Title Firm Name

Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FORM 2 – EMPLOYMENT REPORT

The demographic employment make-up for the business submitting this Quote must be identified and submitted with this bid. In addition, if any lower tier supplier(s) will be utilized by the bidder to provide the goods/commodities requested, the demographic employment make-up of the lower tier supplier(s) must be identified and submitted with your response.

JOB CATEGORIES	WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS														
FIRST/MID LEVEL OFFICIALS MANAGERS														
PROFESSIONALS														
TECHNICIANS														
SALES WORKERS														
ADMINISTRATIVE SUPPORT WORKERS														
CRAFT WORKERS														
OPERATIVES														
LABORERS & HELPERS														
SERVICE WORKERS														
TOTAL														

Do you intend to utilize lower tier suppliers? Yes No

If **Yes**, list each _____

Please identify if your business is 51% owned, operated and controlled by either of the following:

African- American Hispanic-American American-Indian Asian Native-Hawaiian

Pacific Islander or; owned by a Non-Minority

Firm's Name: _____

Address: _____

Phone: _____

Email Address: _____

Submitted by: _____

Date: _____

PRICING FORM

Respondent must complete all information requested on this Pricing Form, and must include all costs on this form. Alternative pricing information is not considered in determining vendor cost. The vendor whose Total Cost of Materials and Services is the lowest will be the primary vendor; the vendor whose overall cost is second lowest will be the secondary vendor.

Please note that quantities given below are estimates only.

PRICING OF MATERIALS

Please indicate in Column B the discount offered for each format in the table below. In column D, please show that discount as applied to each price listed in column C. Multiply Column D by Column E to find Total Price for Column F

A	B	C	D	E	F
<i>Category</i>	<i>% Discount Offered</i>	<i>Average Price</i>	<i>Discount Price</i>	<i>Estimated Purchase Quantity</i>	<i>Total</i>
<i>Adult DVD</i>		<i>25.00</i>		<i>29,302</i>	
<i>Juvenile DVD</i>		<i>18.00</i>		<i>8,000</i>	
<i>Adult audiobook on CD, unabridged & repackaged</i>		<i>50.00</i>		<i>4,508</i>	
<i>Juvenile audiobook on CD, unabridged & repackaged</i>		<i>40.00</i>		<i>4,800</i>	
<i>Adult music CD</i>		<i>18.00</i>		<i>11,270</i>	
<i>Juvenile music CD</i>		<i>15.00</i>		<i>3,200</i>	

TOTAL COST OF MATERIALS: \$ _____

PRICING OF SERVICES

A. Charge for monthly new release/prepub lists (one list for each format in J, YA and adult: total of 9 monthly lists x 18 months)

\$ _____

B. Charge for EDI or 9xx ordering:

\$ _____

Cataloging costs

Per record charge for copy cataloging:

\$ _____

C. Total charges for copy cataloging of 58,026 items

\$ _____

Per record charge for original cataloging:

\$ _____

D. Total charges for original cataloging of 3,054 items:

\$ _____

Processing costs

Per unit charge for physical processing:

\$ _____

E. Total charges for physical processing of 61,080 items

\$ _____

Per unit charge for removing shrink wrap on items ordered product only

\$ _____

F. Total charges for removing shrink wrap on estimated 2,500 items

\$ _____

Per unit charge for supplying jewel case for any CD/DVDs not published in one:

\$ _____

Additional costs (please describe):

TOTAL COST OF SERVICES (total of A,B,C,D,E,F,G & any Additional Costs listed above):

\$ _____

TOTAL COST OF PROJECT (Materials + Services): \$ _____