



CITY OF SAN DIEGO
PURCHASING & CONTRACTING DEPT.
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Bid No. 9652-10-L

REQUEST FOR BID

Closing Date: November 23, 2009
@ 3:00 pm P.S.T.

Subject: Furnish the City of San Diego with Library Books, Audio Visual Material, Music Scores and Processing Services

Timeline: As may be required for a period of two (2) years from date of award, with options to renew for three (3) additional one (1) year periods, in accordance with the attached specifications.

Company _____

Name _____
[PRINT OR TYPE]

Federal Tax I.D. No. _____

Street Address _____

Signature* _____

City _____

Title _____

State _____ Zip Code _____

Date _____

Tel. No. _____ Fax No. _____

***Authorized Signature:** The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.

E-Mail _____

SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.

If your firm is not located in California, are you authorized to collect California sales tax? _____ Yes _____ No

If Yes, under what Permit # _____

Cash discount terms _____ % _____ days. [Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]

City of San Diego Business Tax License #: _____

State delivery time required: _____ days after receipt of order.

FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:

- 1) Bid must be submitted on official City bid forms.
- 2) All information on this Request for Bid cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) All bidders must complete and submit the Vendor Registration Form.
- 5) Bid must be submitted on or before the exact closing date and time. Bid received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

LISA HOFFMANN/ylk, Procurement Specialist

Phone: (619) 236-6096

Fax: (619) 533-3229

E-mail: LHOFFMANN@sandiego.gov

TABLE OF CONTENTS

I. Pricing Page

Schedule I: Primary/Secondary Contractor	4
Schedule II: Materials Pricing Page for Tertiary/Music Score Contractor	20

II. Specific Provisions

A. Background	25
B. Scope of Work	26
C. Questions and Comments	26
D. Pricing	26
E. Award	26
F. Submittals	27
G. Option to Renew	28
H. Price Adjustment Clause for Option Renewal	29
I. Insurance Requirements	29
J. Quality Assurance Meetings	32
K. Recycled Material Content	32
L. References	32
M. Contract Modifications	33
N. Quantities	33
O. Contract Period	33
P. General Provisions	33
Q. Business Tax License	33
R. Contractor Standards	34

III. General Specifications

A. Service	35
B. Shipping and Receiving	35
C. Returns	36
D. Cancellations	36
E. Invoices	37

IV. Specifications for Primary/Secondary Contractors

A. Service	38
B. Selection List	38
C. Warehousing	38
D. Fulfillment and Delivery	39
E. Training	40
F. Large Print Books	40
G. Processing Services	40
H. Standing Orders and Automatic Purchase Plans	41
I. Optional Cataloging (Shelf-Ready Processing)	43

TABLE OF CONTENTS (cont.)

V. Specifications For Music Score Contractors

Forms

Bidder's References for Primary/Secondary Contractors.....	45
Bidder's References for Tertiary/Music Score Contractors.....	46
Bidder's Statement of Subcontractors	47
Bidder's Statement of Financial Responsibility	48
Contractor/Vendor Registration.....	49
Work Force Report	52
Contractor Standards Pledge of Compliance	58
Drug-Free Workplace	63

I. PRICING PAGE

It is anticipated that this bid will be awarded to multiple Contractors as specified in the Award clause in Section II; therefore Contractors submitting bids to be evaluated for award as a Primary/Secondary Contractor are required to submit pricing using Schedule I below; Contractors submitting bids to be evaluated for award as a Tertiary/Music Score Contractor are required to submit pricing using Schedule II below; Contractors submitting bids to be evaluated for award as a Primary/Secondary Contractor and a Tertiary/Music Score Contractor are required to submit pricing using both Schedule I and Schedule II below. It is anticipated that award will be made to different and multiple Contractors for Primary, Secondary, Tertiary, and Music Score.

SCHEDULE I: PRIMARY/SECONDARY CONTRACTOR

Section 1: Materials Pricing – Primary/Secondary Contractor

The pricing for this section is for material only and does not include Processing. Processing is priced separately in Section 2 below, and includes all “Type of Material” in this section except for Music Scores.

Item No.	Type of Material	Standing Order Required Yes/No	Automatic Purchase Plan Required Yes/No	Estimated Annual Expenditure by SDPL Based on Publisher’s List Price (A)	Percent Discount Off of Publisher’s List Price (Specific %) (B)	Total Annual Pricing*
1.	Adult Fiction Trade Hardcover Books, i.e., books intended for a general readership Example - Blonde Faith by Walter Mosely ISBN:9780316734592	No	Yes	\$250,000	%	\$
2.	Adult Non-fiction Trade Hardcover Books, i.e., books intended for a general readership Example - The Yankee Years by Joe Torre ISBN:9780385527408	Yes	Yes	\$250,000	%	\$

Item No.	Type of Material	Standing Order Required Yes/No	Automatic Purchase Plan Required Yes/No	Estimated Annual Expenditure by SDPL Based on Publisher's List Price (A)	Percent Discount Off of Publisher's List Price (Specific %) (B)	Total Annual Pricing*
3.	Adult Fiction Trade Paperback Books, i.e., books intended for a general readership Example - Death Books a Return by Marion Moore Hill ISBN: 9780977191369	No	Yes	\$100,000	%	\$
4.	Adult Non Fiction Trade Paperback Books, i.e., books intended for a general readership (Adult Non Fiction) Example - The Green Beauty Guide by Julie Gabriel ISBN: 9780757307478	Yes	Yes	\$300,000	%	\$
5.	Small Press Books (small publishers not listed in Publishers Trade Annual) Example - Winter Soldier, Iraq and Afghanistan : Eyewitness Accounts of the Occupations by Aaron Glantz ISBN: 9781931859653	No	No	\$50,000	%	\$

Item No.	Type of Material	Standing Order Required Yes/No	Automatic Purchase Plan Required Yes/No	Estimated Annual Expenditure by SDPL Based on Publisher's List Price (A)	Percent Discount Off of Publisher's List Price (Specific %) (B)	Total Annual Pricing*
6.	Technical & Textbooks (books on scientific study and research textbooks on any subject) Example - Physicians' Desk Reference ISBN: 9781563637032	Yes	No	\$100,000	%	\$
7.	Large Print Books Example - Reflections by Nora Roberts ISBN: 9781410411624	No	Yes	\$30,000	%	\$
8.	Adult Publisher's Library Bindings Example - Marley : a Dog Like No Other by John Grogan ISBN: 9780061240348	No	No	\$20,000	%	\$
9.	Adult Mass Market Paperbacks Example - The Appeal by John Grisham ISBN: 9780440243816	No	Yes	\$40,000	%	\$
10.	Juvenile & Young Adult Fiction & Non Fiction Trade Hardcover Books Example - The Witches of Dredmore Hollow by Riford	No	Yes	\$200,000	%	\$

Item No.	Type of Material	Standing Order Required Yes/No	Automatic Purchase Plan Required Yes/No	Estimated Annual Expenditure by SDPL Based on Publisher's List Price (A)	Percent Discount Off of Publisher's List Price (Specific %) (B)	Total Annual Pricing*
	McKenzie ISBN: 9780761454588					
11.	Juvenile & Young Adult Fiction & Non Fiction Trade Paperback Books Example - Harry Potter and the Prisoner of Azkaban by JK Rowling ISBN: 9780439136365	No	Yes	\$100,000	%	\$
12.	Board Books Example - Knut the Baby Polar Bear by Hatkoff ISBN: 9780545061575	No	No	\$15,000	%	\$
13.	Juvenile and Young Adult Publisher's Library Bindings Example - What are taxes? By Baron Bedesky ISBN: 9780778742579	No	Yes	\$140,000	%	\$

Item No.	Type of Material	Standing Order Required Yes/No	Automatic Purchase Plan Required Yes/No	Estimated Annual Expenditure by SDPL Based on Publisher's List Price (A)	Percent Discount Off of Publisher's List Price (Specific %) (B)	Total Annual Pricing*
14.	Juvenile and Young Adult Mass Market Paperbacks Example - Geronimo Stilton, Secret Agent ISBN: 9780545021340	No	Yes	\$30,000	%	\$
15.	Music Compact Discs Example - The Best of Radiohead ISBN: 9786312089414	No	Yes	\$75,000	%	\$
16.	DVDs Example - Burn After Reading UPC: 00025195016490	No	Yes	\$300,000	%	\$
17.	Spoken Word Audio Compact Discs (Unabridged) Example - The Associate by John Grisham ISBN: 9780739333044	No	Yes	\$100,000	%	\$
18.	Music Scores (see Section V)	No	No	\$10,000	%	\$
*Total Annual Pricing = (A-(A x B)) Total Section 1 - Primary/Secondary Contractor:						\$

Section 2: Processing as specified in Section IV, paragraph G – Primary/Secondary Contractor

This section is for Processing only and does not include pricing for the Materials included in Section 1 above.

Item No.	Type of Material	Processing As Required In This Column and Specified in Section IV, Paragraph G	Estimated Annual Quantity Number of items (A)	U/M	Price for Processing of A Single Item (B)	Extended Pricing for Processing Fees*
1.	Adult Fiction Trade Hardcover Books, i.e., books intended for a general readership Example - Blonde Faith by Walter Mosely ISBN:9780316734592	a. Security Strips B-1 or B-2 b. Spine Labels c. Spine Label Protectors or Mylar Jacket d. Genre Labels e. Barcodes f. Property Stamping	8,900	EA	\$	\$
2.	Adult Non-fiction Trade Hardcover Books, i.e., books intended for a general readership Example - The Yankee Years by Joe Torre ISBN:9780385527408	a. Security Strips B-1 or B-2 b. Spine Labels c. Spine Label Protectors or Mylar Jacket d. Barcodes e. Property Stamping	9,615	EA	\$	\$
3.	Adult Fiction Trade Paperback Books, i.e., books intended for a general readership Example - Death Books a Return by Marion Moore Hill ISBN: 9780977191369	a. Security Strips B-1 or B-2 b. Spine Labels c. Spine Label Protectors d. Kapco Cover e. Genre Labels f. Barcodes g. Property Stamping	6,200	EA	\$	\$

Item No.	Type of Material	Processing As Required In This Column and Specified in Section IV, Paragraph G	Estimated Annual Quantity Number of items (A)	U/M	Price for Processing of A Single Item (B)	Extended Pricing for Processing Fees*
4.	Adult Non Fiction Trade Paperback Books, i.e., books intended for a general readership (Adult Non Fiction) Example - The Green Beauty Guide by Julie Gabriel ISBN: 9780757307478	a. Security Strips B-1 or B-2 b. Spine Labels c. Spine Label Protectors d. Kapco Cover e. Barcodes f. Property Stamping	14,285	EA	\$	\$
5.	Small Press Books (small publishers not listed in Publishers Trade Annual) Example - Winter Soldier, Iraq and Afghanistan : Eyewitness Accounts of the Occupations by Aaron Glantz ISBN: 9781931859653	a. Security Strips B-1 or B-2 b. Spine Labels c. Spine Label Protectors d. Kapco Cover e. Barcodes f. Property Stamping	2,500	EA	\$	\$
6.	Technical & Textbooks (books on scientific study and research textbooks on any subject) Example - Physicians' Desk Reference ISBN: 9781563637032	a. Security Strips B-1 or B-2 b. Spine Labels c. Spine Label Protectors or Mylar Jacket d. Barcodes e. Property Stamping	1,750	EA	\$	\$

Item No.	Type of Material	Processing As Required In This Column and Specified in Section IV, Paragraph G	Estimated Annual Quantity Number of items (A)	U/M	Price for Processing of A Single Item (B)	Extended Pricing for Processing Fees*
7.	Large Print Books Example - Reflections by Nora Roberts ISBN: 9781410411624	a. Security Strips B-1 or B-2 b. Spine Labels c. Spine Label Protectors or Mylar Jacket d. Barcodes e. Property Stamping	1,200	EA	\$	\$
8.	Adult Publisher's Library Bindings Example - Marley : a Dog Like No Other by John Grogan ISBN: 9780061240348	a. Security Strips B-1 or B-2 b. Spine Labels c. Spine Label Protectors or Mylar Jacket d. Barcodes e. Property Stamping	1,120	EA	\$	\$
9.	Adult Mass Market Paperbacks Example - The Appeal by John Grisham ISBN: 9780440243816	a. Barcodes b. Property Stamping	5,000	EA	\$	\$

Item No.	Type of Material	Processing As Required In This Column and Specified in Section IV, Paragraph G	Estimated Annual Quantity Number of items (A)	U/M	Price for Processing of A Single Item (B)	Extended Pricing for Processing Fees*
10.	Juvenile & Young Adult Fiction & Non Fiction Trade Hardcover Books Example - The Witches of Dredmore Hollow by Riford McKenzie ISBN: 9780761454588	a. Security Strips B-1 or B-2 b. Spine Labels c. Spine Label Protectors or Mylar Jacket d. Barcodes e. Property Stamping	9,500	EA	\$	\$
11.	Juvenile & Young Adult Fiction & Non Fiction Trade Paperback Books Example - Harry Potter and the Prisoner of Azkaban by JK Rowling ISBN: 9780439136365	a. Security Strips B-1 or B-2 b. Spine Labels c. Spine Label Protectors d. Kapco Cover e. Barcodes f. Property Stamping	8,700	EA	\$	\$
12.	Board Books Example - Knut the Baby Polar Bear by Hatkoff ISBN: 9780545061575	a. Spine Labels b. Spine Label Protectors c. Barcodes d. Property Stamping	2,100	EA	\$	\$

Item No.	Type of Material	Processing As Required In This Column and Specified in Section IV, Paragraph G	Estimated Annual Quantity Number of items (A)	U/M	Price for Processing of A Single Item (B)	Extended Pricing for Processing Fees*
13.	Juvenile and Young Adult Publisher's Library Bindings Example - What are taxes? By Baron Bedesky ISBN: 9780778742579	a. Security Strips B-1 or B-2 b. Spine Labels c. Spine Label Protectors or Mylar Jacket d. Barcodes e. Property Stamping	5,900	EA	\$	\$
14.	Juvenile and Young Adult Mass Market Paperbacks Example - Geronimo Stilton, Secret Agent ISBN: 9780545021340	a. Barcodes b. Property Stamping	4,250	EA	\$	\$
15.	Music Compact Discs Example - The Best of Radiohead ISBN: 9786312089414	a. Security Strips DCD-2 b. Spine Labels c. Spine Label Protectors d. Jewel Case e. Barcodes f. Donut Labels	3,950	EA	\$	\$

Item No.	Type of Material	Processing As Required In This Column and Specified in Section IV, Paragraph G	Estimated Annual Quantity Number of items (A)	U/M	Price for Processing of A Single Item (B)	Extended Pricing for Processing Fees*
16.	DVDs Example - Burn After Reading UPC: 00025195016490	a. Security Strips DCD-2 b. Spine Labels c. DVD Case d. Barcodes e. Donut Labels	10,000	EA	\$	\$
17.	Spoken Word Audio Compact Discs (Unabridged) Example - The Associate by John Grisham ISBN: 9780739333044	a. Security Strips DCD-2 b. Spine Labels c. Spine Label Protectors d. CD Album e. Barcodes f. Donut Labels	2,225	EA	\$	\$
Total Section 2 – Primary/Secondary Contractor						\$
TOTAL ANNUAL PRICING SCHEDULE 1 (SECTIONS 1-2):						\$

*Extended Pricing for Processing Fees = (A x B)

Section 3: Optional Catalog Pricing (Shelf-ready Processing) – Primary/Secondary Contractor

This section will not be included in the award evaluation. As an option to the City, Bidders may submit with their Bid pricing utilizing the following pricing page for Shelf-ready processing as specified in Section IV, paragraph I. If offered by the successful Bidder(s), the City reserves the right to choose this option at anytime during the contract term, as may be in the best interest of the City.

This pricing is for Processing only and does not include pricing for the Materials included in Section 1 above.

Item No.	Type of Material	Estimated Annual Quantity: Number of items (A)	Unit of Measure	Price for Processing (per One Item EA)as specified (B)	Extended Pricing for Shelf-Ready Processing*
1.	Adult Fiction Trade Hardcover Books, i.e., books intended for a general readership Example - Blonde Faith by Walter Mosely ISBN:9780316734592	8,900	EA	\$	\$
2.	Adult Non-fiction Trade Hardcover Books, i.e., books intended for a general readership Example - The Yankee Years by Joe Torre ISBN:9780385527408	9,615	EA	\$	\$

Item No.	Type of Material	Estimated Annual Quantity: Number of items (A)	Unit of Measure	Price for Processing (per One Item EA) as specified (B)	Extended Pricing for Shelf-Ready Processing*
3.	Adult Fiction Trade Paperback Books, i.e., books intended for a general readership Example - Death Books a Return by Marion Moore Hill ISBN: 9780977191369	6,200	EA	\$	\$
4.	Adult Non Fiction Trade Paperback Books, i.e., books intended for a general readership (Adult Non Fiction) Example - The Green Beauty Guide by Julie Gabriel ISBN: 9780757307478	14,285	EA	\$	\$
5.	Small Press Books (small publishers not listed in Publishers Trade Annual) Example - Winter Soldier, Iraq and Afghanistan : Eyewitness Accounts of the Occupations by Aaron Glantz ISBN: 9781931859653	2,500	EA	\$	\$

Item No.	Type of Material	Estimated Annual Quantity: Number of items (A)	Unit of Measure	Price for Processing (per One Item EA) as specified (B)	Extended Pricing for Shelf-Ready Processing*
6.	Technical & Textbooks (books on scientific study and research textbooks on any subject) Example - Physicians' Desk Reference ISBN: 9781563637032	1,750	EA	\$	\$
7.	Large Print Books Example - Reflections by Nora Roberts ISBN: 9781410411624	1,200	EA	\$	\$
8.	Adult Publisher's Library Bindings Example - Marley : a Dog Like No Other by John Grogan ISBN: 9780061240348	20,000	EA	\$	\$
9.	Adult Mass Market Paperbacks Example - The Appeal by John Grisham ISBN: 9780440243816	5,000	EA	\$	\$

Item No.	Type of Material	Estimated Annual Quantity: Number of items (A)	Unit of Measure	Price for Processing (per One Item EA) as specified (B)	Extended Pricing for Shelf-Ready Processing*
10.	Juvenile & Young Adult Fiction & Non Fiction Trade Hardcover Books Example - The Witches of Dredmore Hollow by Riford McKenzie ISBN: 9780761454588	9,500	EA	\$	\$
11.	Juvenile & Young Adult Fiction & Non Fiction Trade Paperback Books Example - Harry Potter and the Prisoner of Azkaban by JK Rowling ISBN: 9780439136365	8,700	EA	\$	\$
12.	Board Books Example - Knut the Baby Polar Bear by Hatkoff ISBN: 9780545061575	2,100	EA	\$	\$
13.	Juvenile and Young Adult Publisher's Library Bindings Example - What are taxes? By Baron Bedesky ISBN: 9780778742579	5,900	EA	\$	\$

Item No.	Type of Material	Estimated Annual Quantity: Number of items (A)	Unit of Measure	Price for Processing (per One Item EA) as specified (B)	Extended Pricing for Shelf-Ready Processing*
14.	Juvenile and Young Adult Mass Market Paperbacks Example - Geronimo Stilton, Secret Agent ISBN: 9780545021340	4,250	EA	\$	\$
15.	Music Compact Discs Example - The Best of Radiohead ISBN: 9786312089414	3950	EA	\$	\$
16.	DVDs Example - Burn After Reading UPC: 00025195016490	10,000	EA	\$	\$
17.	Spoken Word Audio Compact Discs (Unabridged) Example - The Associate by John Grisham ISBN: 9780739333044	2,225	EA	\$	\$
Total Section 3 Optional - Primary/Secondary Contractor					\$

*Extended Pricing for Shelf-Ready Processing = (A x B)

SCHEDULE II: MATERIALS PRICING PAGE FOR TERTIARY/MUSIC SCORE CONTRACTOR

This is for the pricing of materials only; Processing is not a requirement of the Tertiary/Music Score Contractor(s)

Item No.	Type of Material	Standing Order or Automatic Purchase Plans Required Yes/No	Processing Required Yes/No	Estimated Annual Expenditure by SDPL Based on List Price (A)	Percent Discount (Specific %) (B)	Total Annual Pricing*
1.	Adult Fiction Trade Hardcover Books, i.e., books intended for a general readership Example - Blonde Faith by Walter Mosely ISBN:9780316734592	No	No	\$250,000	%	\$
2.	Adult Non-fiction Trade Hardcover Books, i.e., books intended for a general readership Example - The Yankee Years by Joe Torre ISBN:9780385527408	No	No	\$250,000	%	\$

Item No.	Type of Material	Standing Order or Automatic Purchase Plans Required Yes/No	Processing Required Yes/No	Estimated Annual Expenditure by SDPL Based on List Price (A)	Percent Discount (Specific %) (B)	Total Annual Pricing*
3.	Adult Fiction Trade Paperback Books, i.e., books intended for a general readership Example - Death Books a Return by Marion Moore Hill ISBN: 9780977191369	No	No	\$100,000	%	\$
4.	Adult Non Fiction Trade Paperback Books, i.e., books intended for a general readership (Adult Non Fiction) Example - The Green Beauty Guide by Julie Gabriel ISBN: 9780757307478	No	No	\$300,000	%	\$
5.	Small Press Books (small publishers not listed in Publishers Trade Annual) Example - Winter Soldier, Iraq and Afghanistan : Eyewitness Accounts of the Occupations by Aaron Glantz ISBN: 9781931859653	No	No	\$50,000	%	\$

Item No.	Type of Material	Standing Order or Automatic Purchase Plans Required Yes/No	Processing Required Yes/No	Estimated Annual Expenditure by SDPL Based on List Price (A)	Percent Discount (Specific %) (B)	Total Annual Pricing*
6.	Technical & Textbooks (books on scientific study and research textbooks on any subject) Example - Physicians' Desk Reference ISBN: 9781563637032	No	No	\$100,000	%	\$
7.	Large Print Books Example - Reflections by Nora Roberts ISBN: 9781410411624	No	No	\$30,000	%	\$
8.	Adult Publisher's Library Bindings Example - Marley : a Dog Like No Other by John Grogan ISBN: 9780061240348	No	No	\$20,000	%	\$
9.	Adult Mass Market Paperbacks Example - The Appeal by John Grisham ISBN: 9780440243816	No	No	\$40,000	%	\$

Item No.	Type of Material	Standing Order or Automatic Purchase Plans Required Yes/No	Processing Required Yes/No	Estimated Annual Expenditure by SDPL Based on List Price (A)	Percent Discount (Specific %) (B)	Total Annual Pricing*
10.	Juvenile & Young Adult Fiction & Non Fiction Trade Hardcover Books Example - The Witches of Dredmore Hollow by Riford McKenzie ISBN: 9780761454588	No	No	\$200,000	%	\$
11.	Juvenile & Young Adult Fiction & Non Fiction Trade Paperback Books Example - Harry Potter and the Prisoner of Azkaban by JK Rowling ISBN: 9780439136365	No	No	\$100,000	%	\$
12.	Board Books Example - Knut the Baby Polar Bear by Hatkoff ISBN: 9780545061575	No	No	\$15,000	%	\$
13.	Juvenile and Young Adult Publisher's Library Bindings Example - What are taxes? By Baron Bedesky ISBN: 9780778742579	No	No	\$140,000	%	\$

Item No.	Type of Material	Standing Order or Automatic Purchase Plans Required Yes/No	Processing Required Yes/No	Estimated Annual Expenditure by SDPL Based on List Price (A)	Percent Discount (Specific %) (B)	Total Annual Pricing*
14.	Juvenile and Young Adult Mass Market Paperbacks Example - Geronimo Stilton, Secret Agent ISBN: 9780545021340	No	No	\$30,000	%	\$
15.	Music Compact Discs Example - The Best of Radiohead ISBN: 9786312089414	No	No	\$75,000	%	\$
16.	DVDs Example - Burn After Reading UPC: 00025195016490	No	No	\$300,000	%	\$
17.	Spoken Word Audio Compact Discs (Unabridged) Example - The Associate by John Grisham ISBN: 9780739333044	No	No	\$100,000	%	\$
18.	Music Scores (see Section V)	No	No	\$10,000	%	\$
TOTAL ANNUAL PRICING SCHEDULE 2 –Tertiary/Music Score Contractor						\$

*Total Annual Pricing = (A-(A x B))

II. SPECIFIC PROVISIONS

A. BACKGROUND

The San Diego Public Library (SDPL) is a 120 year old municipal government agency administered as a department within the City of San Diego. SDPL serves the City of San Diego's population of about 1,316,837 which is expected to increase to 1,403,874 by 2010.

SDPL consists of a Central Library site, 35 branch libraries and two additional outlets: READ/San Diego Literacy Program, and a Performance Annex theater. The Branch System consists of three (3) areas: North, Central, and South. The Central Library also provides City-wide services. SDPL does not operate any bookmobiles or minivans.

The Central Library houses several non-circulating research collections: rare and first-edition books, the Wangenheim Collection, the business directories collection, a local history collection, City and State of California history, genealogy materials, and government documents.

SDPL's current integrated library system (ILS) is SirsiDynix's Symphony 3.2.1.

Circulation for FY'2009 (July 1, 2008 through June 30, 2009) was 7,651,619. SDPL has 624,251 registered library card holders.

There are an estimated 1.1 million unique titles in the circulating collection. The collection consists of:

- 5,186,347 cataloged and uncataloged print books in the collection,
- 17,595 electronic books and downloadable resources,
- 194,048 audio books on cassette, compact disc, and MP3,
- 229,925 video items on videocassette, described video, DVD, video disc, and video compact disc (VCD),
- 1,657,057 government documents, and
- 3,701 current periodical subscriptions

In FY'2009 SDPL added 47,080 new bibliographic records to the database and 343,221 items.

SDPL adds new records to its bibliographic database by either downloading a record from OCLC or LCMARC or via 9XX, EDI, and/or ftp from contractors. SDPL is a Unicode site.

In FY'2009 SDPL spent:

- \$2,201,910 on print materials excluding serials
- \$380,393 on serial subscriptions
- \$880,963 on electronic databases
- \$825,117 on other materials

B. SCOPE OF WORK

The City of San Diego is seeking qualified Contractor(s) to furnish the City of San Diego Public Library (SDPL) with new adult and juvenile library books, as well as audio visual materials, and music scores, in accordance with the specifications outlined in this bid.

C. QUESTIONS AND COMMENTS

Questions and comments regarding this bid must be submitted in writing to City of San Diego, Purchasing & Contracting Department, ATTN: Lisa Hoffmann, CPPB, 1200 Third Avenue, Suite 200, San Diego, CA 92101 by e-mail to LHoffmann@sandiego.gov, no later than 5:00 p.m. on Monday, November 9, 2009. Questions submitted should be attached in an MS Word format or typed directly onto the e-mail. The subject line of the email should include the Bid number.

D. PRICING

Prices quoted shall include all costs to provide the material and to perform and complete the service as specified in this contract, to include but not be limited to all shipping, handling, administrative, travel, web site access (as applicable), etc.

Unit prices shall be based on the unit of measure (U/M) as specified on the pricing page(s). Any changes to the unit of measure made by the Bidder may be cause for the item to be rejected as non-responsive.

Prices shall be quoted FOB Destination to:

San Diego Public Library
Order Section
202 C Street Plaza Hall (inside delivery)
San Diego, CA 92101

Delivery may also be to other points within the City as required, at no additional cost to the City.

E. AWARD

SDPL is seeking to establish contracts with multiple qualifying Contractors for a wide range of materials and Contractor services for book and non-book materials for adult, teen and juvenile audiences.

Contract shall be awarded by item, or any group or combination of items, or by Schedule, as may be in the best interest of the City to the responsive and responsible Bidder(s) whose bid conforms to the solicitation and is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to Bidder's qualifications, experience performing work of comparable size and scope, the operational requirements of the City, and any other factors which are in the City's best interest.

Multiple Contractors may be awarded the same item(s) or Schedule, and designated as Primary, Secondary, Tertiary, or Music Score Contractors. Secondary Contractor contracts will be awarded from the pool of contractors bidding for the Primary contract.

A Primary Contractor will be considered the first choice for all materials in the item category awarded. Materials will only be sought through other contractors if the Primary Contractor cannot provide them. Items showing as not available on the Primary Contractor's database will be sufficient reason to use an alternate contractor.

A Secondary Contractor will be the first alternate source used for items not available through the Primary Contractor.

A Tertiary Contractor will be considered by SDPL to be that contractor which can provide a service of obtaining hard-to-find materials or some other service that the Primary and Secondary Contractors cannot provide, such as, but not limited to standing orders for a specific item category.

A Music Scores Contractor can provide a wide variety of music scores as specified in Section V.

SDPL maintains subscriptions with several contractors that provide databases, e-books, and other digital resources. SDPL reserves the right to purchase print versions of these resources directly from these contractors when it is determined to be in the best interest of the City. SDPL reserves the right to "piggyback" or buy off of other agency contracts or "cooperative" contracts as may be in the best interest of the City.

F. SUBMITTALS

1. BID SUBMITTAL

Bids must be returned in a sealed envelope to the Purchasing & Contracting Department, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and closing date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing & Contracting Department Reception Desk prior to bid closing at 3:00 p.m. on bid closing date. Faxed bids will not be accepted.

The original and two (2) copies of bid, including any attachments, shall be submitted.

2. SUBMITTALS REQUIRED WITH BID

Failure to provide the required submittals with the bid may be cause for the bid to be rejected as non-responsive.

- a. Recycled Material Certificate (as specified in Section II, paragraph K).
- b. Bidder's References for Primary/Secondary Contractors (as specified in Section II, paragraph L).

- c. Bidder's References for Tertiary/Music Score Contractors (as specified in Section II, paragraph L).
- d. Bidder's Statement of Subcontractors (use form in Forms section).
- e. Bidder's Statement of Financial Responsibility (use form in Forms section).
- f. A sample of a packing slip (as specified in Section III, paragraph B).
- g. A sample of an invoice (as specified in Section III, paragraph E).
- h. A samples of reports provided for any special category standing order plans offered (as specified in Section IV, paragraph H).
- i. A sample reports for any of the automatic purchase plans offered (as specified in Section IV, paragraph H).
- j. Contractor/Vendor Registration (use form in Forms section).
- k. Work Force Report (use form in Forms section).
- l. Contractor Standards Pledge of Compliance (use form in Forms section).
- m. Drug-Free Workplace (use form in Forms section).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.

- a. Insurance and Bond Requirements as specified in City of San Diego General Provisions, Section II, paragraph I, if not currently on file.
- b. Taxpayer Identification Number (W-9) as specified in City of San Diego General Provisions, Section C, paragraph 15, if not currently on file.
- c. Business Tax License as specified in Section II, paragraph Q, if not currently on file.

G. OPTION TO RENEW

The City reserves the option to renew the contract for three (3) additional one (1) year periods under the terms and conditions of the current contract beginning on the anniversary of the commencement of contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed sixty (60) days prior to the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the Bidder an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

For items bid as unit prices, such as Processing, Bidder shall indicate the maximum percentage increase to which the prices in effect at the end of the current contract year would be subject if the renewal options were exercised. _____%

For items bid as a percent discount, discounts quoted shall not be reduced at any time during the contract period and shall be taken from the Publisher's most recent current list prices provided to the City. Greater discounts when available shall be provided.

Failure to submit or complete the price increase section above will be construed to mean that prices bid will not be increased during any option period. The City will not grant an option, if the Contractor requests a price increase which exceeds above stated percentage. If a price increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject such request.

This section will not be considered in the evaluation for award.

The City may also desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

H. PRICE ADJUSTMENT CLAUSE FOR OPTION RENEWAL

In the event the Contractor does not request a price increase at the time of the contract renewal, and the Manufacturer subsequently announces a general increase in the price of their products, the Contractor may request an increase at that time. The Contractor must provide detailed supporting documentation from the Manufacturer to support the requested increase. The requested increase shall not exceed the percentage increase indicated in the "Option to Renew" clause.

I. INSURANCE REQUIREMENTS

The following insurance requirements are only required for onsite training as specified in this bid for Primary/Secondary awarded Contractors.

Insurance. The winning Bidder/Proposer shall not begin any work under the Contract resulting from this solicitation until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in below; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. Bidder/Proposer's liabilities, including but not limited to Bidder/Proposer's indemnity obligations, under the Contract resulting from this solicitation, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of the Contract resulting from this solicitation and Bidder/Proposer's failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract resulting from this solicitation may be treated as a material breach of contract by the City. The Bidder/Proposer shall not modify any policy or

endorsement thereto which increases the City's exposure to loss for the duration of the Contract resulting from this solicitation.

Deductibles. All deductibles on any policy shall be the responsibility of the Bidder/Proposer and shall be disclosed to the City at the time the evidence of insurance is provided.

Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by the Contract resulting from this solicitation or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

Reservation of Rights. The City reserves the right, from time to time, to review the Bidder/Proposer's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Bidder/Proposer for the cost of the additional premium for any coverage requested by the City in excess of that required by the Contract resulting from this solicitation without overhead, profit, or any other markup.

Additional Insurance. The Bidder/Proposer may obtain additional insurance not required by the Contract resulting from this solicitation.

Excess Insurance. All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

Types of Insurance. At all times during the term of the Contract resulting from this solicitation, the Bidder/Proposer shall maintain insurance coverage as follows:

1. **Commercial General Liability.** Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 (one million) per occurrence and subject to an annual aggregate of \$2,000,000.00 (two million). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

Commercial General Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Bidder/Proposer's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Bidder/Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

2. **Workers' Compensation.** For all of the Bidder/Proposer's employees who are subject to the Contract resulting from this solicitation and to the extent required by the applicable state or federal law, the Bidder/Proposer shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1,000,000.00 (one million) of employers' liability coverage, and the Bidder/Proposer shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

Worker's Compensation and Employer's Liability Insurance Endorsements

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

J. QUALITY ASSURANCE MEETINGS

Contractors may be required to schedule at least one (1) meeting with City's Contract Administrator to discuss Contractor's performance. This meeting should be scheduled no later than eight (8) weeks from date of commencement of work. At this meeting, City's Contract Administrator will provide Contractor with feedback and will note any deficiencies in contract performance and provide Contractor with an opportunity to address and correct these areas. Additional quality assurance meetings may be required, depending upon Contractor's performance.

K. RECYCLED MATERIAL CONTENT

City Council Policy No. 100-14 allows for a \$5,000.00 price preference per contract for products which are made partially or fully from recycled material(s). This preference will be applied during the bid evaluation for each contract. Please submit proof, such as a Recycled Material Certificate, Material Safety Data Sheet, or other with your bid.

Please specify the recycled material and the percentage of recycled material used (if any) in the product bid:

Type of recycled material: _____

Percent of recycled material used: _____

L. REFERENCES

Primary/Secondary Contractors: Bidders submitting bids as Primary/Secondary Contractors are required to demonstrate successful performance for work of similar size and scope as specified in this contract during the past three (3) years and shall provide three (3) references from customers currently under contract that serve at least 500,000 customers in at least ten (10) branches.

Tertiary/Music Score Contractors: Bidders submitting bids as Tertiary/Music Score Contractors are required to demonstrate successful performance for work of similar size and scope as specified in this contract during the past three (3) years.

To enable the City to evaluate the responsibility, experience, skill, and business standing of the bidder, the following documents must be included with the bid submittal:

1. Bidder's References for Primary/Secondary Contractors (use form in Forms Section).
2. Bidder's References for Tertiary/Music Score Contractors (use form in Forms Section).
3. Bidder's Statement of Subcontractors (use form in Forms Section).
4. Bidder's Statement of Financial Responsibility (use form in Forms Section).

M. CONTRACT MODIFICATIONS

At any time during the term of this contract, the City reserves the right to make changes to the specifications and scope of work, including but not limited to the quantity and type of material, and processing services, as may be in the best interest of the City.

The contract specifications and scope of work may only be modified by the Purchasing Agent, or Procurement Specialist, as applicable, and shall be confirmed in writing prior to implementation. Any contract modifications which are not approved by the Purchasing Agent, or Procurement Specialist, as applicable, will be considered unauthorized and shall not obligate the City to pay for said services.

N. QUANTITIES

The estimated requirements shown on the Pricing page(s) will vary with the demands of the City of San Diego. These quantities are listed for information purposes only and shall not be deemed to either guarantee a minimum amount or restrict the maximum amount to be delivered throughout the contract period. Nor shall any variations from the estimated quantities, regardless of extent, entitle the Bidder to an adjustment in the unit price or to any other compensation.

O. CONTRACT PERIOD

The initial contract shall be for a period of two (2) years with options to renew for three (3) additional one (1) year periods.

Total bid price shall be for one (1) year only.

P. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated January 3, 2005, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid and any resulting contract by reference. The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this bid.

Q. BUSINESS TAX LICENSE

Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at www.sandiego.gov/treasurer/ or call (619) 615-1500.

The City requires that each vendor to provide a copy of their Business Tax License, or a copy of their application receipt. Failure to provide the required documents within ten (10) business days of the City's request may result in a Bid being declared non-responsive and rejected.

R. CONTRACTOR STANDARDS

This bid is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All Bidders are required to complete the Contractor Standards Pledge of Compliance included in this Request for Bid (use form on pages 58-62). The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

III. GENERAL SPECIFICATIONS

The following specifications are required of Primary, Secondary, Tertiary and Music Score Contractors.

A. SERVICE

1. The Contractor shall provide a dedicated Account Representative and Customer Service Representative. All contractors' Account Representative shall respond to messages within two (2) business days.
2. The Contractor shall provide account management services that will include the following information:
 - a. Account activity by period, account, and purchase order;
 - b. Open items;
 - c. Open invoices;
 - d. Open credit memos;
 - e. Purchase order status;
 - f. Shipment status, including recently shipped orders;
3. The Contractor shall accept orders in the following formats:
 - a. Internet Transmission;
 - b. Tele-Facsimile Orders;
 - c. Telephone Orders.

B. SHIPPING AND RECEIVING

1. Individual boxes shall weigh no more than fifty (50) pounds. The pallet size shall not exceed twenty-five (25) boxes. Multiple pallets are acceptable.
2. All boxes must clearly display an address label with SDPL's purchase order number and the total number of boxes in the shipment showing the number of each box within that shipment, e.g., Box 1 of 6, Box 2 of 6, etc.
3. Packing slips shall accompany each shipment and be placed in either the first or last box. This box must be clearly marked, "Packing Slip Included". Packing slips shall be sorted alphabetically by title and shall include the following information:
 - a. Date sent;
 - b. Library account number;
 - c. Library purchase order number;
 - d. Contractor tracking number;
 - e. Author/Title/Publisher of item ordered;

- f. Quantity ordered;
- g. Quantity shipped;
- h. Unit list price;
- i. Percentage discount from list price;
- j. Unit price after discount;
- k. ISBN (International Standard Book Number).

- 4. A sample of a packing slip shall be submitted with the bid.

C. RETURNS

- 1. Books or other materials, including processed items, shall be returned for replacement or credit, at no charge to SDPL, if the books received were not those ordered or are in imperfect condition due to manufacturing defects or shipping damage.
- 2. Returns shall be allowed up to six (6) months from invoice date.
- 3. The Contractor shall pay all transportation charges of such returns.

D. CANCELLATIONS

- 1. The Contractor shall provide SDPL with a cancellation report of all items cancelled. This will be done within ten (10) working days of being notified by the publisher. The cancellation report shall include the City's purchase order number, quantity ordered, price, author, title, publisher, and reason for cancellation.
- 2. Any orders not received after three (3) months will be automatically cancelled. Cancellation of orders whose term has expired must be reported to SDPL. This time period is subject to review and change at the discretion of the City.
- 3. The City shall be able to cancel individual line items after a purchase order is released if the Contractor has not yet filled the order for the item. This will be done at no charge or penalty to the City.
- 4. If an entire purchase order is open and no line items have been filled, the City may cancel the purchase order in its entirety and is not required to cancel each title individually. This will be done at no charge or penalty to the City.

E. INVOICES

1. Invoices shall be sent in triplicate.
2. Invoices shall include the same information as the packing slip. Additionally, invoices shall itemize processing charges and tax. Invoices shall include page total and invoice total.
3. Contractor shall not invoice back ordered items. All invoiced items must be received prior to issuance of invoice.
4. The Contractor must allow self-credit memos. This allows the City to submit credit memos for erroneous processing charges and materials that are defective or short-shipped.
5. A sample of an invoice shall be submitted with the bid.

IV. SPECIFICATIONS FOR PRIMARY/SECONDARY CONTRACTORS

In addition to the specifications in Section III, General Specifications, the following specifications are required of Primary and Secondary Contractors.

A. SERVICE

1. A Credit Representative shall be assigned specifically to this contract. The Credit Representative shall respond to messages within two (2) business days.
2. Contractor shall provide a toll free telephone number for SDPL to contact technical support staff who can answer questions related to their online database of stock data and selection lists during normal business hours, Pacific Standard Time.
3. The Contractor shall have a real-time, web-based database of its inventory and warehouse availability that includes the following:
 - a. Ability to create selection lists that can be used as electronic orders;
 - b. Unlimited number of individual user accounts for staff at any and all SDPL facilities.
4. The Contractor shall have electronic compatibility with SDPL's current ILS vendor, Sirsi/Dynix, for ordering using 9XX and EDI. The Contractor must stay compatible with Sirsi/Dynix's product and service updates.

B. SELECTION LIST

The Contractor(s) shall provide a website that provides SDPL with bibliographic information, stock information, full text literary reviews from professional magazines (such as Publisher's Weekly, Library Journal, School Library Journal and Booklist). The website shall provide SDPL with the ability to create multi-user "shopping carts" or similar "collections" which serve as a way for the Library to select titles and save those titles in lists on the contractor's website. The website shall also provide SDPL with the ability to batch import such orders with brief MARC 21(Machine Readable Cataloging) records into the library's Integrated Library System (ILS).

Annotated lists with review sources may be requested.

If requested, up to one hundred (100) copies of each selection list or catalog shall be provided at no additional cost to the City.

C. WAREHOUSING

The Bidder must have full capacity warehouses. SDPL shall have the capability of ordering and receiving from any warehouse without any additional cost being assessed.

D. FULFILLMENT AND DELIVERY

1. The Contractor shall provide confirmation and status of items ordered within twenty-four (24) hours of placement of order.
2. Initial shipments of processed materials must be made within two (2) weeks.
3. The Contractor shall notify SDPL within one (1) week after receipt of order if Contractor is unable to supply the ordered materials.
4. If Contractor experiences a delay in fulfilling order, the Contractor shall notify SDPL to inform the reason for the delay and give a projected date of delivery.
5. The Contractor shall give monthly status updates on open orders.
6. Partial shipments of individual titles are not acceptable unless the balance of the order can be received within thirty (30) days.
7. Priority, rush pre-processed (if specified) materials must be mailed or shipped so that materials arrive at SDPL within five (5) working days of Contractor's receipt of order.
8. SDPL orders must receive the same priority as bookstore orders. Shipments of best sellers must arrive at SDPL on or prior to the street release date.
9. Contractor shall have the ability to provide up to 500 copies of individual titles of best sellers.
10. The Contractor shall provide no-charge replacements as directed by SDPL.
11. Continuations (Standing Orders) are to be shipped within four (4) weeks of publication. Unless otherwise indicated on an order, the latest edition published is to be supplied. Substitutions or additions of titles or editions shall not be permitted unless approved by SDPL. The Contractor shall accept continuations on a "until forbid" basis. SDPL reserves the right to cancel serial titles at any time. The Contractor shall be responsible for shipments made of cancelled items. Contractor shall notify SDPL of:
 - a. Ceased publications;
 - b. Suspended publications;
 - c. Publication delays; and
 - d. Price changes
12. The City may procure material from another contractor if Contractor does not stock requested materials.

E. TRAINING

Within thirty (30) days from award of contract, Contractor(s) shall supply on-site training for approximately twenty (20) employees from the Order Unit staff, Collection Development staff, and Selectors at no additional cost to the City. Contractor shall provide all necessary training materials at no additional cost to the City.

Training will include but not be limited to: access, title searching, data entry, list creation, transmitting of orders, invoice management, report generation, and troubleshooting.

Training will be provided when the Contractor's system is updated and/or any procedures change at no additional cost to the City.

F. LARGE PRINT BOOKS

Large print materials must meet National Association for the Visually Handicapped (NAVH) standards.

G. PROCESSING SERVICES

SDPL will procure library materials with no processing services required or with full physical processing. Contractor shall furnish all supplies and packaging except for library bar codes and library property stamps. Specifics on labeling and bar code placements will be supplied by SDPL.

Processing requirements for each "Type of Material" are listed on the Pricing pages, Schedule 1, Section 2. The definitions/specifications for the processing material follow.

1. Book Jackets - Shall be 1.5 mil., mylar, taped.
2. Kapco covers - Shall be 2 mil., clear polyester, non-acidic.
3. Compact Disc Albums - Shall be white plastic with two (2) rings and full clear outer sleeve sealed at the bottom when repackaging of compact discs is necessary. The sleeves to hold the compact discs shall fit in the two (2) ring album and shall be double capacity. Original art is to be cut and placed inside the sleeve. Color reproduction of original art can be substituted.
4. Compact Disc Jewel Cases - Shall be StrongBox, single or double capacity, clear hinged cover with black tray for when repackaging of music CDs is necessary.
5. DVD Cases - Shall be black plastic case with full outer sleeve if repackaging is necessary. Original art shall be cut and placed inside the sleeve. Color reproduction of original art can be substituted.

6. Spine Labels - Shall be multi-purpose paper labels.
7. Spine Protectors - Shall be a 4 mil., matte finish vinyl. Label protectors shall be placed on spine labels not covered by Mylar jackets.
8. Security Strips - Shall have:
 - a. Tattletape B-1 for the spine on books
 - b. Tattletape B-2 for books where the B-1 cannot be placed on the spine
 - c. Tattletape DCD-2 for compact discs, DVDs, and ROMs.
9. Bar Codes - Shall be supplied by SDPL. Label protectors shall not be placed on bar codes.
10. Donut Labels - Donut labels with the library's name and the last nine (9) digits of the barcode number.
11. Property Stamping - Shall have "San Diego Public Library" stamped at the top edge of the book.

H. STANDING ORDERS AND AUTOMATIC PURCHASE PLANS

1. Standing Order Plans

- a. Pricing page(s), Schedule 1, Section 1 specifies which "Type of Material" is required to have a Standing Order plan.
- b. Contractors shall have the ability to provide serially issued publications as a standing order service.
- c. Contractors shall be able to furnish titles in various subscription cycles that are specified by SDPL.
- d. The Contractor shall provide access to an online database of titles available as standing orders that SDPL can use to order new titles, modify quantities of titles on order, cancel titles or claim issues that SDPL has not received, at no additional cost to the City.
- e. Categories shall include but are not limited to:
 - Reference Books
 - Directories
 - Travel Books
 - Test Books and Guides
 - Large Print Books
 - Consumer Buying Guides
- f. Bidders shall submit with their bid samples of reports provided for any special category standing order plans offered.

- g. SDPL reserves the right to employ unique standing order plans available from contractors other than the Primary and Secondary Contractors.
- h. Standing Order Plans shall be provided at no additional cost to the City.

2. Automatic Purchase Plans

- a. Pricing page(s), Schedule 1, Section 1 specifies which “Type of Material” is required to have an Automatic Purchase Plan.
- b. Contractors shall have the ability to provide automatic purchase plans based on reviews for new fiction and non-fiction materials (adult, young adult and children’s book and non-book materials) Some examples of automatic plans are: Best Sellers, Oprah Book Club, and Juvenile Easy Reader Books (a.k.a. “Early Chapter Books”).

They may also include Automatic Purchase plans for:

- (1) Children’s and Adult’s DVD releases
 - (2) Children’s and Adult’s Audio Book releases
 - (3) Children’s and Adult’s Music CD releases
 - (4) Large Print releases selected by review or genre
- c. Requested services for these types of plans include, but are not limited to the following:
 - (1) Access to Contractor’s Order History database, at no additional cost to the City. This will assist SDPL in determining if they have already placed an order for the titles selected.
 - (2) Electronic transmission of Selection Report to SDPL.
 - (3) Adjustment to orders as requested by SDPL.
 - (4) Shipment of titles ordered to SDPL.
 - d. Bidders shall submit with their bid sample reports for any of the automatic purchase plans offered at no additional cost to the City.
 - e. SDPL reserves the right to employ unique automatic purchase plans available from contractors other than the Primary Contractor.
 - f. Automatic Purchase Plans shall be provided at no additional cost to the City.

I. OPTIONAL CATALOGING (SHELF-READY PROCESSING)

This section will not be included in the award evaluation. As an option to the City, Bidders may submit with their Bid pricing utilizing the Pricing page(s) in Schedule 1, Section 3 for Shelf-ready processing as specified. If offered by the successful Bidder(s), the City reserves the right to choose this option at anytime during the contract term, as may be in the best interest of the City.

During the term of this contract, San Diego Public Library (SDPL) anticipates taking advantage of completely Shelf-Ready Processing that would include cataloging provided by the contractor in addition to physical processing. It is desired for Bidder to provide shelf-ready processing fees charged per item for each format, including costs to provide MARC records and library holdings information for the library catalog in the pricing page for this Option.

The definition of “Shelf Ready” to be used in determining pricing for Pricing page(s), Schedule I, Section 3 will be items that have custom cataloging as described below supplied by the Contractor in addition to Processing as required on Pricing page(s), Schedule I, Section 2, and as specified in Section IV, paragraph G.

Custom cataloging consists of a full-level MARC record created in accordance to the following standards in their latest editions: AACR2, MARC 21, and OCLC Bibliographic Formats and Standards. MARC records shall include Library of Congress Subject Headings, Library of Congress Genre Headings, a 049 field with the San Diego Public Library’s Holding Code, and a 092 field with the local Dewey Decimal Classification number created in accordance with the local practices of the San Diego Public Library.

Contractor must attempt to find an acceptable MARC record from OCLC before utilizing other sources of MARC records.

V. SPECIFICATIONS FOR MUSIC SCORE CONTRACTORS

Music scores may be awarded separately from awards to provide books, compact discs, and other types of materials. In addition to the specifications in Section III, General Specifications, the following specifications are required of Music Scores Contractors.

1. The Contractor must provide confirmation and status of items ordered within twenty-four (24) hours of placement of order.
2. Contractor shall provide a wide variety of types of music scores, including, but not limited to full scores, miniature scores, scores with parts, vocal scores, conductor's scores, and close scores.
3. Contractor shall provide music scores published in countries other than the United States and in languages other than English, such as but not limited to those published in the United Kingdom, Austria, Germany, France, Spain, and Italy. Languages shall include, but not be limited to German, French, Spanish, and Italian.
4. Contractor shall provide access to a website with ordering functions; basic bibliographic information; information about item availability; and the capability to easily display works according to musical style, genre, and medium of performance at no additional cost to the City.
5. Contractor shall provide musically knowledgeable staff members who are familiar with musical terms and composer names and are able to properly select and order scores in different formats.
6. Contractor shall provide subscriptions and standing orders for music scores, such as for the complete works of a composer.
7. Contractor shall provide new publication alerts for music scores.
8. Contractor shall provide individual replacement parts when they are available from the publisher (for example, provide a replacement of the viola part of a string quartet).

BIDDER'S REFERENCES FOR PRIMARY/SECONDARY CONTRACTORS

Bidders submitting bids as Primary/Secondary Contractors are required to demonstrate successful performance for work of similar size and scope as specified in this contract during the past three (3) years and shall provide three (3) references from customers currently under contract that serve at least 500,000 customers in at least ten (10) branches.

REFERENCES

Name of Library: _____ **Contact Name:** _____

Address: _____ **Phone Number:** _____

_____ **Fax Number:** _____

Dollar Value of Contract: \$ _____ **Contract Dates:** _____

Requirements of Contract:

Name of Library: _____ **Contact Name:** _____

Address: _____ **Phone Number:** _____

_____ **Fax Number:** _____

Dollar Value of Contract: \$ _____ **Contract Dates:** _____

Requirements of Contract:

Name of Library: _____ **Contact Name:** _____

Address: _____ **Phone Number:** _____

_____ **Fax Number:** _____

Dollar Value of Contract: \$ _____ **Contract Dates:** _____

Requirements of Contract:

BIDDER'S REFERENCES FOR TERTIARY/MUSIC SCORE CONTRACTORS

Bidders submitting bids as Tertiary/Music Score Contractors are required to demonstrate successful performance for work of similar size and scope as specified in this contract during the past three (3) years.

REFERENCES

Name of Library: _____ **Contact Name:** _____

Address: _____ **Phone Number:** _____

_____ **Fax Number:** _____

Dollar Value of Contract: \$ _____ **Contract Dates:** _____

Requirements of Contract:

Name of Library: _____ **Contact Name:** _____

Address: _____ **Phone Number:** _____

_____ **Fax Number:** _____

Dollar Value of Contract: \$ _____ **Contract Dates:** _____

Requirements of Contract:

Name of Library: _____ **Contact Name:** _____

Address: _____ **Phone Number:** _____

_____ **Fax Number:** _____

Dollar Value of Contract: \$ _____ **Contract Dates:** _____

Requirements of Contract:

BIDDER'S STATEMENT OF SUBCONTRACTORS

The Bidder is **required** to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of bid. NOTE: Add additional pages if necessary.

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY

The Bidder is required to furnish below a statement of financial responsibility, except when the bidder has previously completed contracts with the City of San Diego covering work of similar scope.

I, _____, certify that my company, _____, has sufficient operating capital and/or financial reserves to properly fund the services identified in these contract specifications for a minimum of two (2) full months. I agree that upon notification of provisional award, I will promptly provide a copy of my company's most recent balance sheet, or other necessary financial statements, as supporting documentation for this statement, if requested. I understand that this balance sheet, as well as any other required financial records, will remain confidential information to the extent allowed under the California Public Records Act.

I certify under penalty of perjury under the laws of the State of California that the information contained in this statement is true and correct.

Dated: _____ Signature: _____



**City of San Diego
Purchasing & Contracting Department
Contractor/Vendor Registration Form**

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID:

[ID Number will be provided by City]

Firm Info:

Firm Name:

Doing Business As:

Firm Address:

City:

State:

Zip:

Phone:

Fax:

Taxpayer ID:

Business License:

Website:

Contact Info:

Contact Name:

Title:

Email:

Phone:

Cell:

☐ **Alternate Address** (if different from above) **to Receive Remittance:**

Mailing Address:

City:

State:

Zip:

☐ **Alternate Address** (if different from above) **to Receive Bid/Contract Opportunities:**

Mailing Address:

City:

State:

Zip:

Contractor Licenses (if applicable)

License Number:

License Type:

License Number:

License Type:

License Number:

License Type:

Contractor/Vendor Registration Form – Page 2

Firm Name:

Product/Services Description:

Product/Services Information:

NAICS Codes:

*

*find list of available NAICS Codes at <http://www.census.gov/epcd/www/naics.html> and select 2007 NAICS codes 6 digit only OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm (51% ownership or more)	☐ Male	or	☐ Sole Proprietorship
	☐ Female		☐ Partnership
		☐ Corporation	
		☐ Limited Liability Partnership	
		☐ Limited Liability Corporation	
		☐ Joint Venture	
		☐ Non-Profit	
		☐ Governmental/Municipality/Regulatory Agency	
	☐ Utility		

Ethnicity:

Ethnicity:

*

* select one from the following **List of Ethnicities:**

AFRICAN AMERICAN
ASIAN AMERICAN
CAUCASIAN AMERICAN
HISPANIC AMERICAN
NATIVE AMERICAN
PACIFIC ISLANDER AMERICAN

Ownership Classification

Classification:

*

* select from the following **List of Ownership Classification Codes** (select all that apply):

WBE	(Woman Owned Business Enterprise)
OBE	(Other Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
SLBE	(Small Local Business Enterprise)
8(a)	(Small Business Administration 8(a) Enterprise)
SDB	(Small Disadvantaged Business Enterprise)
LBE	(Local Business Enterprise)
MLBE	(Micro Local Business Enterprise)
SBE	(Small Business Enterprise)
MBE	(Minority Business Enterprise)
DPBT	(Persons With A Disability Or Disabilities Business Enterprise)
LGBT	(Lesbian, Gay, Bisexual, Transsexual Business Enterprise)

Certified by an Agency? ☐ No ☐ Yes (enter Certification Number and Certifying Agency below)

Certification #:

Agency:

Certification #:

Agency:

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

Please mail this form to: Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

or fax to: 619/236-5904



City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

Section 1.01 CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: _____

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ Fax Number: () _____

Name of Company CEO: _____

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ Fax Number: () _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: _____

Telephone Number: () _____ Fax Number: () _____

-
- ☐ One San Diego County (or Most Local County) Work Force - Mandatory
☐ Branch Work Force *
☐ Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of _____

(Firm Name)

_____, _____ hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this _____ day of _____, 20____

 (Authorized Signature)

 (Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

1. INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--|--|
| (1) Black, African-American | (5) Filipino |
| (2) Hispanic, Latino, Mexican-American, Puerto Rican | (6) White, Caucasian |
| (3) Asian, Pacific Islander | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo | |

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees	
---------------------------	--

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

I. INSTRUCTIONS: FOR EACH OCCUPATIONAL CATEGORY, INDICATE NUMBER OF MALES AND FEMALES IN EVERY ETHNIC GROUP. TOTAL COLUMNS IN ROW PROVIDED. SUM OF ALL TOTALS SHOULD BE EQUAL TO YOUR TOTAL WORK FORCE. INCLUDE ALL THOSE EMPLOYED BY YOUR COMPANY ON EITHER A FULL OR PART-TIME BASIS. THE FOLLOWING GROUPS ARE TO BE INCLUDED IN ETHNIC CATEGORIES LISTED IN COLUMNS BELOW:

- | | |
|--|--|
| (1) Black, African-American | (5) Filipino |
| (2) Hispanic, Latino, Mexican-American, Puerto Rican | (6) White, Caucasian |
| (3) Asian, Pacific Islander | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo | |

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work

Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

Exhibit A: Work Force Report Job categories-Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists

Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

City of San Diego Purchasing & Contracting Department

CONTRACTOR STANDARDS

Pledge of Compliance

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

A. PROJECT TITLE:

B. BIDDER/CONTRACTOR INFORMATION:

Legal Name		DBA	
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?

☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?

☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

D. **BUSINESS ORGANIZATION/STRUCTURE:** Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

☐ **Corporation** Date incorporated: ____/____/____ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Is your firm a publicly traded corporation? ☐ Yes ☐ No

If Yes, name those who own five percent (5%) or more of the corporation's stocks:

☐ **Limited Liability Company** Date formed: ____/____/____ State of formation: _____

List names of members who own five percent (5%) or more of the company:

☐ **Partnership** Date formed: ____/____/____ State of formation: _____

List names of all firm partners:

☐ **Sole Proprietorship** Date started: ____/____/____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

☐ **Joint Venture** Date formed: ____/____/____

List each firm in the joint venture and its percentage of ownership:

Note: Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?
☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?
☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances and provide principal contact information.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?
☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?
☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?

☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

I. TYPE OF SUBMISSION: This document is submitted as:

- ☐ Initial submission of *Contractor Standards Pledge of Compliance*.
☐ Update of prior *Contractor Standards Pledge of Compliance* dated ____/____/____.

Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22.3224:

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.

Print Name, Title

Signature

Date

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

DRUG-FREE WORKPLACE

A. GENERAL

All City projects are now subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. All bidders should be aware of the provisions of San Diego City Council Policy No. 100-17 which was established by the above numbered resolution. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

B. DEFINITIONS

- 1) “Drug-Free Workplace” means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility, or public work, or for professional, or nonprofessional services rendered on behalf of the City by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.
- 2) “Employee” means the employee of a Contractor directly engaged in the performance of work pursuant to a contract as described in Section C.
- 3) “Controlled Substance” means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).
- 4) “Contractor” means the department, division, or other unit of a person or organization responsible to the Contractor for the performance of a portion of the work under the contract.

C. CITY BIDDERS REQUIREMENTS

- 1) Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a Drug-Free Workplace by doing all of the following:
 - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s organization’s workplace and specifying the actions that will be taken against employees for violations of the prohibition.
 - b) Establishing a Drug-Free Awareness Program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.

- (2) The person's or organization's policy of maintaining a Drug-Free Workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
 - c) Posting the statement required by subdivision (1) in a prominent place at Contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.
- 2) Contractors shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) inclusive of Section C1. Contractors and Subcontractors shall be individually responsible for their own Drug-Free Workplace programs.

NOTE: The requirements of a Drug-Free Awareness Program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, Contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-Free Workplace Policy should be referred to the Purchasing Agent.

**THIS DOCUMENT MUST BE COMPLETED,
SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD**

**DRUG-FREE WORKPLACE
BIDDER'S CERTIFICATION**

BID NUMBER:

PROJECT TITLE: _____

I hereby certify that I am familiar with the requirements of **San Diego City Council Policy No. 100-17** regarding Drug-Free Workplace as outlined in the request for bids, and that,

(Name under which business is conducted)

has in place a Drug-Free Workplace Program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

DATE: _____