



# HARRIS COUNTY REQUEST FOR PROPOSAL COVER SHEET

Job No.  
**11/0104**

**PROPOSAL FOR: Audio Books (Compact Discs) and Associated Services for Harris County Libraries (For one year beginning approximately July 1, 2011)**

**DUE DATE:** May 2, 2011

**Due no later than 2:00 P.M. local time in Houston, Texas. Proposals received later than the date and time above will not be considered.**

**OFFERORS NOTE:** Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your proposal with all appropriate supplements and/or samples in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSAL".**

**RETURN PROPOSAL TO:**  
**HARRIS COUNTY PURCHASING AGENT  
1001 PRESTON AVENUE, SUITE 670  
HOUSTON, TEXAS 77002**

**Buyer:** Carrie A. Patrick at (713) 755-5273 or carrie.patrick@pur.hctx.net

Total Amount of Proposal: \$ \_\_\_\_\_

Company Name: \_\_\_\_\_

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

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

Taxpayer Identification Number (T.I.N.): \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

Do you carry Health Insurance on your employees?  Yes  No If yes, what % of employees: \_\_\_\_\_%

Print Name \_\_\_\_\_

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

**Vendor must sign in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.**

## TABLE OF CONTENTS

This bid/proposal package includes the components checked below. If the item **is not** checked, it is not applicable to this bid/proposal. Offerors are asked to review the documentation to be sure that all applicable parts are included. If any portion of the documentation is missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to the proposal/proposal before submitting an offer.

- 1. **Cover Sheet** - Complete this page, sign **IN INK** and return it.
- 2. **Table of Contents** - This page lists the applicable components of this bid/proposal documentation.
- 3. **General Requirements** - It is offeror's responsibility to be thoroughly familiar with the General Requirements.
- 4. **Special Requirements/Instructions** - This section provides information needed in order to make an offer properly. Special requirements supersede General Requirements when applicable.
- 5. **Specifications** - This section contains a detailed description of the goods/services sought by the County.
- 6. **Pricing/Delivery Information** - This form is used to solicit exact pricing of goods/services, delivery, and other costs.
- 7. **Attachments**
  - a. **Tax Form/Debt/Residence Certification** - Complete this form and return it with your offer.
  - b. **Bid Guaranty & Performance Bond Information & Requirements** - This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,000 must also have a Performance Bond, in a form approved by the County. Please read carefully and fill out completely.
  - c. **Bid Check Return Authorization Form** - This form applies only to certain bids/proposals. Read this form carefully and fill it out completely.
  - d. **Vehicle Delivery Instructions** - Included only when purchasing vehicles.
  - e. **Minimum Insurance Requirements** - Included in specific requirements when applicable (does not supersede "Hold Harmless" section of General Requirements).
  - f. **Worker's Compensation Insurance Coverage Rule 110.110** - This requirement is applicable for a building or construction contract.
  - g. **Financial Statement** - When this information is required, you must use this form or submit acceptable financial documents.
  - h. **Reference Sheet**
  - i. **Questionnaire**
  - j. **Current Practices of Harris County Library**

## **GENERAL REQUIREMENTS FOR PROPOSALS**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal package is complete.

### **ACCESS TO RECORDS**

In special circumstances, vendor may be required to allow duly authorized representatives of Harris County, the Harris County Hospital District or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor.

### **ADDENDA**

When specifications are revised, the Harris County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned proposal package.**

### **ASSIGNMENT**

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Harris County Commissioners Court.

### **AWARD**

Harris County reserves the right to award this contract on the basis of LOWEST AND BEST OFFER in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all proposals. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court, Hospital District Board of Managers, the Juvenile Board or other applicable governing body and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

### **BONDS**

If this proposal requires submission of proposal guarantee and performance bond, there will be a separate page explaining those requirements. Offers submitted without the required proposal bond or cashier's checks are not acceptable.

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Contractor also certifies that contractor will notify Harris County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Harris County for any payments made to the contractor while ineligible.

### **CONTRACT OBLIGATION**

Harris County Commissioners Court must award the contract and the County Judge or other person authorized by the Harris County Commissioners Court must sign the contract before it becomes binding on Harris County or the offerors. Department heads are NOT authorized to sign agreements for Harris County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

### **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between Harris County and the offeror. Any price escalations are limited to those stated by the offeror in the original proposal.

## **DIGITAL FORMAT**

If offeror obtained the proposal specifications in digital format in order to prepare a response, ***the proposal must be submitted in hard copy*** according to the instructions contained in this proposal package. If, in its proposal response, offeror makes any changes whatsoever to the County's published proposal specifications, the County's proposal specifications ***as published*** shall control. Furthermore, if an alteration of any kind to the County's published proposal specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

## **DISQUALIFICATION OF OFFEROR**

Upon signing this proposal document, an offeror offering to sell supplies, materials, services, or equipment to Harris County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple proposals are submitted by an offeror and after the proposals are opened, one of the proposals is withdrawn, the result will be that all of the proposals submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple proposals for different products or services.

## **E-MAIL ADDRESSES CONSENT**

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Harris County, the Harris County Flood Control District, the Harris County Hospital District including its HMO, the Harris County Appraisal District, or any agency of Harris County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

## **EVALUATION**

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All proposals are subject to negotiations by the Purchasing Department and other appropriate departments, with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the using department are considerations in evaluating proposals. **Pricing is NOT the only criteria for making a recommendation.** A preliminary evaluation by Harris County will be held and appropriate proposals will be subjected to the negotiating process. Upon completion of the negotiations, Harris County will make an award. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets or confidential information contained in the proposals and identified as such.

## **FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Harris County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

## **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Harris County's interpretation shall govern.

## **GOVERNING LAW**

This request for proposal is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

## **GRANT FUNDING**

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

## **HIPAA COMPLIANCE**

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

## **HOLD HARMLESS AGREEMENT**

Contractor, the successful offeror, shall indemnify and hold Harris County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the County upon request.

## **INSPECTIONS & TESTING**

Harris County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a proposal item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the proposal as inadequate.

## **INVOICES AND PAYMENTS**

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Harris County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

## **MAINTENANCE**

Maintenance required for equipment proposed should be available in Harris County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information. If Harris County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

## **MATERIAL SAFETY DATA SHEETS**

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any proposal applying thereto.

## **NEW MILLENIUM COMPLIANCE**

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

## **POTENTIAL CONFLICTS OF INTEREST**

An outside consultant or contractor is prohibited from submitting a proposal for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited proposal, that proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County. Potential proposers are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Harris County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

## **PRICING**

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the proposal prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

## **PROPOSAL FORM COMPLETION**

Fill out and return to the Harris County Purchasing Department ONE (1) complete proposal form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSAL."** An authorized representative of the offeror should sign the Proposal Cover Sheet. The contract will be binding only when signed by Harris County, funds are certified by the County Auditor and or the Hospital District, as applicable, and a Purchase Order issued.

## **PROPOSAL RETURNS**

Offerors must return all completed proposals to the Harris County Purchasing Department reception desk at 1001 Preston Avenue, Suite 670, Houston, Texas **before 2:00 P.M. LOCAL TIME IN HOUSTON, TEXAS** on the date specified. Late proposals will not be accepted. Electronic proposals requiring documentation, samples, etc. which cannot be uploaded must be received in the Purchasing Office by the due date and time. Signatures requiring confirmation will be confirmed by the Purchasing Office.

## **PURCHASE ORDER AND DELIVERY**

The successful offeror shall not deliver products or provide services without a Harris County Purchase Order, signed by an authorized agent of the Harris County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Harris County without prejudice to other remedies provided by law. **Where delivery times are critical, Harris County reserves the right to award accordingly.**

## **RECYCLED MATERIALS**

Harris County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Harris County will be the sole judge in determining product preference application.

**SCANNED OR RE-TYPED RESPONSE**

If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published proposal package, then in the event of any conflict between the terms and provisions of the County's published proposal package, or any portion thereof, and the terms and provisions of the response made by offeror, the County's proposal package *as published* shall control. Furthermore, if an alteration of any kind to the County's published proposal package is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

**SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposal.

**SUPPLEMENTAL MATERIALS**

Offerors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

**TAXES**

Harris County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harris County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Harris County Purchasing Agent.

**TERM CONTRACTS**

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

**TERMINATION**

Harris County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Harris County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Harris County's satisfaction and/or to meet all other obligations and requirements. Harris County may terminate the contract without cause upon thirty (30) days written notice.

**TERMINATION FOR HEALTH AND SAFETY VIOLATIONS.**

Harris County has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

**TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to Harris County until Harris County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this proposal package and/or on the Purchase Order as a "Deliver To:" address.

**WAIVER OF SUBROGATION**

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harris County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

**WARRANTIES**

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Harris County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Harris County may correct at the offeror's expense.

**VENDORS OWING TAXES OR OTHER DEBTS**

Pursuant to TX Local Government Code 262.0276, Harris County Commissioners Court has adopted a policy which requires that vendors' taxes and other Harris County debts be current as of the date proposals/proposals are due. Proposals/proposals with delinquent county taxes or other county debts on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Prior to submitting an offer, vendors are encouraged to visit the Tax Office website at [www.hctax.net](http://www.hctax.net), set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Vendors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their offer in order to ensure that their offer will be considered. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all proposals/proposals due on or after November 1, 2009.

**SPECIAL REQUIREMENTS/INSTRUCTIONS**

The following requirements and instructions supersede General Requirements where applicable.

Should this contract apply to other governmental entities, references to “Harris County” and the “Harris County Commissioners Court” may apply to one or more of the following:

- “Harris County Flood Control District” governed by “Harris County Commissioners Court”
- “Harris County Hospital District” governed by its “Board of Managers”
- “Harris County Community Supervision and Corrections Department”
- “Community Health Choice, Inc.” wholly owned subsidiary of the Harris County Hospital District

**A. INSTRUCTIONS**

**1. Nature of Request for Proposal (RFP)**

This is an Alternative Competitive Proposal and as such is governed by the procedures as contained in the Texas Local Government Code §262.030. Therefore, award of contract(s) shall be made to the responsible offeror(s) whose proposal are determined to be the lowest evaluated offer(s) resulting from negotiation, taking into consideration the relative importance of the evaluation factors as set forth below. Discussions may be conducted with responsible offerors who submit proposals reasonably susceptible of being selected for award. Offerors will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submission and before award for the purpose of obtaining best and final offers. Harris County does not accept any financial responsibility incurred by any proposer in responding to this RFP. In addition, Harris County reserves the right to accept or reject any or all proposals, or waive any and all formalities not considered advantageous to Harris County.

Under the RFP process, sealed offers will be received and opened in the Office of the Purchasing Agent. At and after opening, proposals will NOT be part of the public record and subject to disclosure, but will be kept confidential until time of award. **When such award is completed, proposals will be available for public inspection including those portions marked confidential and/or proprietary.**

**2. Evaluation/Selection**

The following considerations will be utilized accordingly in evaluating the proposals:

**Audio Books (Compact Discs)**

V).....	a. Scope of service (Questions 12, 14, 16-19 of questionnaire and Section V).....	15%	
	b. Selection and Ordering Aids (Questions 1, 5-7, 9-11 of questionnaire and Section V).....	20%	
V).....	c. Availability of Titles (Questions 2-4 of questionnaire and Section V).....	15%	
V).....	d. Electronic Ordering/Invoicing (Questions 13-15 of questionnaire and Section V).....	5%	
V).....	e. Inventories (Question 8 of questionnaire and Section V).....	5%	
References).....	f. References (Attachment h, References).....	5%	
sheet).....	g. Price (Pricing/Delivery Information sheet).....	35%	

**Attachment i., Questionnaire**, requests certain information about the offeror and will be used in the evaluation process. Answers should be as thorough and definitive as possible and include all pertinent data. Offeror may include in Section VI of the submitted proposal any literature, brochures, and other information as considered appropriate. Please see Part B. of this RFP section, Proposal Requirements, for further explanation.

In addition to any rights or remedies detailed in the General Requirements of this RFP, authorized representatives of Harris County may contact any proposer, company, or individual at any time during the proposal process in order to clarify, verify, or request information, or to negotiate regarding the contents of any proposal. Harris County also reserves the right to visit any offeror's site at any time during the proposal process for the purposes of evaluating components of the proposal.

### **3. Changes to Contract**

Due to the nature and scope of the work required, it may be necessary to increase, decrease, or otherwise modify the scope of the effort or terms of the agreement. Therefore, Harris County may, from time to time, request revisions in order to adjust to its needs. Modifications require approval by Harris County Commissioners Court.

### **4. Termination of Agreement**

In addition to any rights and remedies detailed in the General Requirements of this RFP, Harris County reserves the right to terminate any agreement based upon failure to comply with usual and customary practices of the industry, breach of any laws, rules or regulations, or failure to significantly comply or meet the performance expectations as established in a subsequent contract, if any, between Harris County and an offeror.

## **B. PROPOSAL REQUIREMENTS**

Carefully review the components of this RFP as listed in the **Table of Contents**. Include with your proposal all required forms, completed and signed as necessary. Submit your proposal in the envelope provided, or one of comparable size, clearly indicating the Job Number, Job Description, and the wording, "**SEALED PROPOSAL**", on the outside of the envelope.

Each proposal should be submitted **in duplicate** and include the signed Proposal Sheet and the items and information required in Sections I. through VII. as detailed below. Clearly identify and address each requirement as specifically as possible, in ink or typewritten. Use additional pages, if necessary, maintaining proper identification of items. Proposals shall be firm and effective for ninety (90) days after date of submission. Withdrawal of offer after receipt by Harris County may be considered a breach of contract.

### **Section I., Proposal Sheet & Executive Summary**

The offeror should complete and include as the first page of Section I. of the submitted proposal the first page of this RFP, the **Proposal Sheet**. The authorizing signature indicates the proposer's desire to provide the products/services as submitted in the applicable proposal.

In addition, the proposer should include in Section I. with the Proposal Sheet an **Executive Summary** of the proposal, asserting that, and briefly describing how, all requirements of this RFP will be met. Summarize, fully and concisely, the contents of the proposal, identifying any services proposed beyond those specifically requested. Not to exceed three (3) pages,

the Executive Summary should, at a minimum, briefly explain the proposer's diversity and ability to meet the future needs as identified in this RFP.

### **Section II., Questionnaire**

Each offeror should complete **Attachment i., Questionnaire**, to this RFP and include it in Section II. of the submitted proposal. The information will be used in the evaluation process, therefore, responses should be as thorough and definitive as possible.

### **Section III., References**

Each proposer will complete the **Attachment h., Reference Sheet**, to this RFP and include it in Section III. of the submitted proposal. References from large government entities are recommended.

### **Section IV., Tax Form/Debt/Residence Certification**

Each proposer will complete the **Attachment a., Tax Form/Debt/Residence Certification**, to this RFP and include it in Section IV. of the submitted proposal.

### **Section V., Scope of Service and Pricing/Delivery Information**

Each proposer should include in Section V. of their offer a detailed explanation of their intention and ability to satisfy any future needs as described in this RFP. Fully explain your organization's experience and diversity of resources which qualify it for consideration. In addition, complete and include in Section V. the Pricing/Delivery Sheet(s) as indicated in this RFP.

### **Section VI., Special Requirements**

The proposer should include in Section VI. of the submitted proposal any appropriate company brochures, product guides, etc.

### **Section VII., Contact Information**

Each proposer should include in Section VII. of the submitted proposal the identity(ies) and telephone number(s) of a representative(s) that can be reached for the purpose of clarifying, verifying, and/or negotiating the contents of the submitted proposal.

## SPECIFICATIONS

<b>Audio Books (Compact Discs) and Associated Services for Harris County Libraries</b>
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### SCOPE

The intention of this Harris County Request For Proposal (RFP) is to solicit offers for a term contract(s) for spoken word audio books (compact discs) and services associated with the procurement of these audiovisual materials for a period of one year beginning July 1, 2011.

For information regarding the procurement process, contact Carrie A. Patrick of the Office of the Purchasing Agent at (713) 755-5273, or [carrie.patrick@pur.hctx.net](mailto:carrie.patrick@pur.hctx.net), for technical information concerning the products and/or services described in this RFP, contact Mr. Bill Jarvis of the County Library at (713) 749-9000.

### SPECIAL REQUIREMENTS

Contractor will receive/process orders to furnish and deliver, FOB inside, spoken word audio books (compact discs). Award will be based on the criteria established in this Request for Proposal under Special Requirements/Instructions, A. 2., Evaluation/Selection.

Proposers may submit offers that suggest minor modifications to Harris County's current practices and procedures. However, while Harris County may be receptive to minor changes in practices and procedures, and to avoid retraining current staff, proposers are encouraged to submit proposals which conform to Harris County's current practices wherever possible. To give the offeror a better understanding of current practices of the Harris County Public Library, please see **Attachment j., Current Practices of Harris County Public Library**. Proposer will submit in Section V. any suggested changes to Harris County's current practices.

Contractor(s) will provide "first pick and cancel" handling for certain library designated orders. This service provides immediate cancellation of unfilled orders after one "picking" from the contractor's warehouse. However, unless designated "first pick and cancel", partial shipments and back orders may be used for titles for which the contractor has an inadequate supply of copies on hand at the time the order is placed.

Unfilled orders may remain on backorder no longer than 120 days. All titles canceled by the publisher must be listed on monthly cancellation notifications to Harris County, separately by ship-to account. The notification must provide an explanation for the cancellation of each title, as well as the Harris County Public Library reference number and the Harris County purchase order number. Offerors should indicate in Section V., of the proposal if orders placed pre-publication have any special effect on the cancellation period.

Each offeror must include in Section V. of the proposal, samples of catalogs and selection aids offered describing the relationship between the products listed and the offeror's warehouse inventory. Access to the offeror's online selection and ordering tools must be provided on a "guest" basis for evaluation purposes when Harris County is reviewing and evaluating responses. Offerors must explain the relationship between their online selection and ordering tools and the actual order generation process in their system. Offerors must also include in Section V. information regarding their ability to provide lists of titles selected for purchase as a file of Machine Readable Catalog (MARC) records that could be loaded as a selection list into the Horizon Acquisitions System.

A packing list and a blank discrepancy/claim report form must be included with each order. The claim form may be the reverse side of the packing list. In addition, the carton containing the packing list, claim

form, and invoice number must be clearly marked on the outside. Each packing list must include the following:

1. the date,
2. the ship-to account number,
3. the county purchase order number,
4. a packing list control number (this same number must be found on the invoice),
5. information about each title shipped--quantity, author, title, International Standard Book Number (ISBN) or other unique title number,
6. total (corrected) quantity of items shipped,
7. notes and comments, such as "final shipment on this order", or comments about items listed but not shipped.

The contractor(s) will service multiple ship-to accounts. Harris County may add, revise, or delete accounts at any time. Each ship-to account must include a 5-line address, an account number, and name.

Harris County prefers multiple monthly consolidated invoices which will include all materials shipped each month in each category. Per shipment invoicing will be also be considered. The categories of consolidated invoices will include but will not necessarily be limited to adult audio books and juvenile audio books. When both types of invoicing are available, Harris County will determine by individual account which type of invoicing applies to that account.

Invoices will be paid by Harris County purchase order number. For billing purposes, the Harris County Public Library reference number and the Harris County purchase order number must be included on all packing slips and invoices. Invoices will be sent to the Harris County Public Library to the attention of the Acquisitions Librarian. All invoices must include the billing address, shipping address, batch purchase order number, and packing list number. Invoices must also include title, quantity ordered/shipped, list price, discount, discounted unit price, and extended total for each title. Harris County wishes to implement the use of electronic copies of invoices in the EDIFACT format. The Horizon software accommodates the posting of such electronic invoices. Offerors should provide in Section V. of their proposal, information on their capability involving electronic invoices.

At Harris County's option, contractor will provide credit or replace items received as damaged. For damaged items to be returned, the contractor must provide pre-paid call tags for the carrier of its choice. However, should Harris County error in ordering, it must be permitted to return, freight prepaid but with no re-stocking charges, the unused, undamaged item(s) for full credit. Offerors must include in Section V. of the proposal a full description of their policies regarding the return for full credit of unused, undamaged items.

All supply charges shall be based on Publishers' Cost plus a percentage to the Publishers Price Schedule of the then-current "Spoken Word Audio Books". Amount of billable Selection List and Ordering shall be as per the flat monthly rate the contractor bids on the attached bid sheets, and invoiced accordingly.

For bidding purposes, the "Estimated Quantity" column of Item No. 2 and 3 on the Pricing/Delivery Information sheet represents Harris County's historical dollar amount of purchases of supplies with the publishers' for one (1) year. All supply charges shall be as per the publishers' cost plus a percentage to the then-current publishers' price schedule and each bidder must indicate under "Unit Price" of Item No. 2 and 3, a percentage for the price schedule listed. **For example, if \$10,000 is the estimated annual dollar expenditure by Harris County and a 10% premium applies, the percentage would be 110% and the "Total Price" would be \$11,000.**

Manufacturer price increases realized by the contractor during the contract period may be passed on to Harris County, if, and only if, the price adjustments are reflected in the then-current price list(s) as identified above. However, the percentage to the price list(s) as awarded will remain the same throughout the contract term. Copies of the revised price list(s) shall be sent directly to Harris County Auditor, Attn.: Accounts Payable, 1001 Preston Avenue, Suite 800, Houston, Texas, 77002, as well as to all requesting Harris County departments. Each price list shall show the job number and title.

The rates quoted on the Pricing/Delivery Information sheet must be all-inclusive of materials, services, freight and special handling. Harris County will not allow for any other rates or charges.

**SPECIFICATION**

**“Spoken Word” Audio Books (compact discs)**

Responses will include, but are not limited to, a monthly fee (if any) for selection list and ordering services for audio books, audio books of fiction, nonfiction and biographical titles for both adult and juvenile age levels. Harris County typically purchases audio books in unabridged editions. However, due to availability or price, abridged editions will be purchased, at the discretion of Harris County. Contractor will provide, in Section V., samples of paper catalogs, online formats and other selection aids for Spoken Word Audio Materials.

Orders for goods may be made in a variety of methods including, but not limited to, voice telephone orders, written orders and electronic orders. Offerors will include in Section V. of the proposal a description of the electronic order options listed below that they will support, and a proposal of how Harris County would transmit electronic orders and receive electronic responses. Acceptable electronic orders include the following transmission modes:

- 1) Electronic Data Interchange for Administration, Commerce, and Transport (EDIFACT) orders transmitted from a Harris County Horizon Acquisitions System, for which the contractor must provide electronic acknowledgment of receipt of order, loaded into the Horizon system and displayed as an integral part of each Horizon order record, or,
- 2) Electronic orders transmitted and recorded using contractor-provided software and database through an Internet web-site AND which can be downloaded as MARC records as order records into the Horizon Acquisitions system, or,
- 3) Enriched EDIFACT orders transmitted from Harris County’s Horizon Acquisitions system with contractor provided electronic acknowledgements which can be loaded into the Horizon system and displayed as a part of each Horizon order record.

**PRICING/DELIVERY INFORMATION**

**I. Pricing:** Bidder must complete open spaces provided below. **Pricing must be all inclusive. Harris County will not allow for any other rates or charges.** In case of discrepancy between unit pricing and total pricing, **unit pricing governs.**

<b><u>Item No.</u></b>	<b><u>Description</u></b>	<b><u>Unit of Measure</u></b>	<b><u>Estimated Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total Price</u></b>
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1.	Selection List and Ordering Services for "Spoken Word" Audio Books (Compact Discs)	month	12	\$ _____	\$ _____
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<b><u>Item No.</u></b>	<b><u>Description</u></b>	<b><u>Unit of Measure</u></b>	<b><u>Estimated Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total Price</u></b>
2.	Estimated "Spoken Word" Audio Books (Compact Discs) Unabridged Usage	cost +	100,000	_____ %	\$ _____
3.	Estimated "Spoken Word" Audio Books (Compact Discs) Abridged Usage	cost +	10,000	_____ %	\$ _____
<b>Grand Total (1 thru 3)</b>					\$ _____

**II. Renewal Option:** Harris County may consider four (4) one year renewal options, renewable one year at a time, based on the same terms, conditions and pricing as the original year. Renewal is subject to approval by Harris County Commissioner's Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.



**REFERENCE SHEET**

**I. Your company**

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

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

Telephone:\_(\_\_\_\_)\_\_\_\_\_ Years of experience: \_\_\_\_\_ No. employees: \_\_\_\_\_

**II. References of companies**

A. Company: \_\_\_\_\_ Annual business with this reference: \$ \_\_\_\_\_

Contact: \_\_\_\_\_ Method(s) of electronic order utilized:

Location: \_\_\_\_\_ 1) \_\_\_\_\_

City: \_\_\_\_\_ 2) \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ 3) \_\_\_\_\_

Telephone:\_(\_\_\_\_)\_\_\_\_\_ Fax:\_(\_\_\_\_)\_\_\_\_\_

Does this company receive and process orders with Horizon Acquisitions systems? Yes No

B. Company: \_\_\_\_\_ Annual business with this reference: \$ \_\_\_\_\_

Contact: \_\_\_\_\_ Method(s) of electronic order utilized:

Location: \_\_\_\_\_ 1) \_\_\_\_\_

City: \_\_\_\_\_ 2) \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ 3) \_\_\_\_\_

Telephone:\_(\_\_\_\_)\_\_\_\_\_ Fax:\_(\_\_\_\_)\_\_\_\_\_

Does this company receive and process orders with Horizon Acquisitions systems? Yes No

C. Company: \_\_\_\_\_ Annual business with this reference: \$ \_\_\_\_\_

Contact: \_\_\_\_\_ Method(s) of electronic order utilized:

Location: \_\_\_\_\_ 1) \_\_\_\_\_

City: \_\_\_\_\_ 2) \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ 3) \_\_\_\_\_

Telephone:\_(\_\_\_\_)\_\_\_\_\_ Fax:\_(\_\_\_\_)\_\_\_\_\_

Does this company receive and process orders with Horizon Acquisitions systems? Yes No

D. Company: \_\_\_\_\_ Annual business with this reference: \$ \_\_\_\_\_  
Contact: \_\_\_\_\_ Method(s) of electronic order utilized:  
Location: \_\_\_\_\_ 1) \_\_\_\_\_  
City: \_\_\_\_\_ 2) \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ 3) \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Does this company receive and process orders with Horizon Acquisitions systems?  Yes  No

E. Company: \_\_\_\_\_ Annual business with this reference: \$ \_\_\_\_\_  
Contact: \_\_\_\_\_ Method(s) of electronic order utilized:  
Location: \_\_\_\_\_ 1) \_\_\_\_\_  
City: \_\_\_\_\_ 2) \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ 3) \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Does this company receive and process orders with Horizon Acquisitions systems?  Yes  No

F. Company: \_\_\_\_\_ Annual business with this reference: \$ \_\_\_\_\_  
Contact: \_\_\_\_\_ Method(s) of electronic order utilized:  
Location: \_\_\_\_\_ 1) \_\_\_\_\_  
City: \_\_\_\_\_ 2) \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ 3) \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Does this company receive and process orders with Horizon Acquisitions systems?  Yes  No

## QUESTIONNAIRE

1. Describe selection product services, both online/electronic and paper lists, which are available. Please include sample lists as well as documentation on setting up profiles for lists.
2. Does the database of titles include only titles currently available from the proposer or does it also include out of print titles, titles not yet published (pre-pub), titles not available from the proposer (Must Order Direct titles), etc.?
3. Does the proposer supply materials in languages other than English? If so, in what languages? Please include samples of any catalogs for materials in languages other than English.
4. What information about each title is included for each entry? Please provide samples of entries from the database.
5. Describe the types of paper catalogs which are available upon request.
6. For orders placed through the vendor's online ordering system is there a cumulative history of titles that can be searched by title, author, ISBN or other product number? Is there a feature that allows the contents of a list/cart to be compared to the order history?
7. Harris County requires an administrative login plus ten (10) additional; logins to the vendor's online database with the ability to create lists. This should be included in the pricing, if not, how many logins are included and what is the cost for additional logins?
8. Describe the inventory maintained in the warehouse.
9. Describe skills and experience of the staff providing technical support to the customer with regard to online selection and ordering services/software.
10. Describe the technological/online environment in which online selection and ordering services operate, response time on the system and the support provided for problems using the selection and ordering system.
11. What is proposer's commitment to ongoing enhancement and development of online selection and ordering services?
12. Describe the relationship between the proposer's online selection and ordering software and the actual generation of an order in the proposer's system. Does the online selection and ordering software provide real-time and accurate information on titles currently in stock and how many copies are currently available to fill orders?
13. Is the proposer able to receive and correctly interpret orders in the EDIFACT format?
14. By what other means are orders accepted (e.g. by mail, by email, by fax, by telephone, etc.)?
15. Describe electronic (EDIFACT) invoice capabilities.

16. What is the proposer's average turnaround time from the receipt of an order to the shipment of the materials?
17. How does the proposer accommodate the prioritizing of Harris County's orders in their workflow? Are shipments clearly labeled so that their priority level is easily discernible to Library receiving staff? (e. g. for three priority levels required by Harris County: high demand, priority, regular)
18. Explain credit and return policies.
19. Explain your replacement policy/service with regard to individual discs in multi-disc titles. If an individual disc is damaged or lost, can it be replaced without having to purchase a new copy?

## **CURRENT PRACTICES OF HARRIS COUNTY PUBLIC LIBRARY**

The Harris County Public Library is a member of the Harmonic Consortium which is comprised of Harris County Public Library, Montgomery County Public Library and the Lone Star College District. The three libraries share the Horizon automated system. For cataloging purposes this means that bibliographic records are shared by the consortium members and the holdings for all members are attached to the same bibliographic record.

The following current practices apply to all classes of audiovisual materials.

### **Selection:**

All audio items are selected on a monthly basis from contractor supplied catalogs of current and future offerings, online listings of new releases, and staff and customer suggestions. Each title in the catalog has a brief annotation, as well as identifiable item numbers and format information. Titles are selected and added to lists from professional review sources such as *Video Librarian*, *Library Journal* and *School Library Journal*. Pre-book dates and movie ratings are included for feature film titles. Selection librarians use the catalogs as a guide in the purchase of audiovisual items for the library system.

HCPL librarians also use a vendor collection development database to search for titles and/or to create special selection lists of audiovisual items to consider for purchase. The lists are created, named and stored. Various lists are created each month.

All HCPL librarians at Harris County's 27 locations have access to use this selection database. Administrative and branch staff add audiovisual titles found through the vendor's database or catalogs to the monthly lists or create their own lists for branch specific ordering. There is a free text area for each title in a list that allows comments to be entered and also allows entry of comments by branch staff. Comments include such details as what branch suggested the title as well as which branches wish to have one or more copies of that title ordered for their collections. Selection librarians review all of the monthly lists, edit titles and add branches and quantities to the vendor's database list. The vendor's database provides total list price and total discount price for a particular list. The finalized list is printed out and given to the Acquisitions Dept for the order to be placed.

### **Ordering:**

Using the information from lists created in our contract vendor's online ordering tool, orders are manually keyed into Harris County's Horizon acquisitions system. The information is used for receiving, cataloging and processing purposes. The order to the vendor is placed through the vendor's online ordering tool. Harris County receives an automatic electronic acknowledgement file for each order placed. This acknowledgement file is received within minutes of the placement of the order. It indicates what items are in stock and will be shipped, what items are back ordered and what items are unavailable from the vendor.

Occasionally orders are placed in paper format or by telephone.

Harris County issues multiple blanket purchase orders each year based on categories of material, such as adult audio and juvenile audio. Orders are placed against specific Harris County purchase orders. Multiple vendor accounts created to meet Harris County's various billing and shipping requirements are used.

Harris County also uses an internal purchase order number for each order placed. These internal purchase orders are separate and distinct from the blanket purchase orders issued by Harris County. The internal purchase order numbers are used when receiving shipments of materials.

Items are kept on back order for 120 days. Harris County receives title status reports monthly giving notice of orders that have cancelled.

**Receiving:**

Materials are shipped according to Harris County's internal purchase order numbers. Materials from multiple Library purchase orders are not mixed together in boxes when they are shipped although materials from multiple Library purchase orders are shipped at the same time with the materials for each purchase order packaged separately. Packing lists are included with each shipment. These packing lists include:

- the ship-to account number
- a packing list control number which is also recorded on the invoice
- a document date
- the total quantity of items shipped
- contractor notes and comments (such as "Final shipment on this order", or comments about items listed but not shipped)
- information about each title shipped. For each title shipped the quantity, title, ISBN or other unique item identification number and library purchase order number are required.

All shipments are FOB Houston INSIDE DELIVERY. Technical Services is beside the loading dock.

**Invoicing:**

Invoices are received separately from the shipments of materials. Once it has been verified that all materials on an invoice have been received and/or all discrepancies resolved, the invoice is submitted to the Harris County Auditor's Office for payment.

**Returns and Credits:**

When materials are received damaged or when materials are shipped that were not ordered, the vendor provides (at Harris County's option) credit or replacement materials. For the materials to be returned to the vendor, the vendor provides pre-paid call tags for the courier of its choice.

When Harris County has made an error in ordering unprocessed materials, Harris County may apply for credit from the contractor and will return the materials for credit at Harris County's expense.