



PURCHASE ORDER

City of
SANTA CLARITA
 23920 Valencia Blvd, Suite 300
 Santa Clarita, CA 91355-2196

Phone: 661-286-4183 Fax: 661-286-4186

PAGE NO. 1
 PO # 20190068
 VENDOR 21922
 ORDER DATE 07/18/18
 REQUIRED DATE

VENDOR
 21922
 BRODART CO
 500 ARCH ST
 WILLIAMSPORT PA 17701

SHIP TO
 CITY OF SANTA CLARITA
 23920 VALENCIA BLVD
 SANTA CLARITA CA 91355

ATTN: REBECCA WIDDISON
 joerum@santa-clarita.com
 BLANKET NO CONFIRMING NO
 BUYER AMANDA LUDWIG
 DESC. BID #LIB-17-18-50

CONTACT

PHONE

TERMS NET 30 DAYS F.O.B. N/A

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	THIS PURCHASE ORDER IS ISSUED PURSUANT TO BID WHICH IS INCORPORATED BY REFERENCE #LIB-17-18-50, ATTACHED. COUNCIL APPROVAL 6/26/18 ATTACHED. BID LIB-17-18-50 ON FILE LIBRARY MATERIALS	360000.0000	360,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	360,000.00
01	12050 5111.020	360,000.00		TOTAL \$	360,000.00

Reviewed by: 

I HAVE CAREFULLY REVIEWED THE TERMS AND CONDITIONS ON THE REVERSE.

DocuSigned by:

Lisa Miosi

7/26/2018

06AC961D2BE141B

VENDOR SIGNATURE

DATE

Am

7-23-18

APPROVED BY

DATE

The Purchase Order number must appear on all packages, invoices, and shipping documents.

ORIGINAL

This Purchase Order constitutes the entire agreement between the vendor and the City of Santa Clarita (City) covering the goods described herein (the "goods") except as otherwise noted on the front. Failure to decline to perform in writing constitutes agreement to the terms of the Purchase Order. Time is of the essence.

TERMS AND CONDITIONS

1. **PRICE:** This Purchase Order shall not be filled at prices higher than specified herein. Municipalities are exempt from Federal Excise and Transportation taxes. Prices shall exclude these taxes. No charges for transportation containers, packing, etc. will be allowed vendor unless so specified in this Order. Transportation charges must be prepaid by vendor on all purchases where the F.O.B. point is other than Santa Clarita, California. All shipments shall F.O.B. Santa Clarita unless otherwise specified on this Purchase Order. These charges shall be shown as a separate item on this invoice.
2. **SHIPMENT AND INSPECTION:** The terms and routing of shipment shall be as provided on the face hereof, or as otherwise directed by the City. City may revise shipping instructions as to any goods not then shipped. City shall have the right to inspect any or all of the goods at vendor's place of business or upon receipt by City at City's election, which right shall be exercisable notwithstanding Buyer's having paid for the goods prior to inspection. City, by reason of its failure to inspect the goods, shall not be deemed to have accepted any defective goods or goods which do not conform to the specifications therefor, or to have waived any of City's rights or remedies arising by virtue of such defects or non-conformance. Cost of inspection on deliveries or offers for delivery, which do not meet specifications, will be for the account of the vendor. Shipping documents MUST cite this Purchase Order.
3. **PAYMENT:** The time period allowed for payment, as indicated on the face hereof or offered by quote or bid, shall commence upon receipt of vendor's invoice or upon receipt of the goods, whichever is later. Invoices MUST cite the purchase order number to prevent return of the invoice to the vendor. Payments will be forwarded to:
City of Santa Clarita, Accounts Payable, 23920 Valencia Blvd., Santa Clarita, CA 91355-2196.
4. **RISK OF LOSS:** Notwithstanding any provision hereof to the contrary, title to, and risk of loss of, the goods shall remain with the vendor until the goods are delivered at the F.O.B. point specified in this Purchase Order, or if no such point is specified, then, when the goods are delivered to the City. However, if the goods are of an inflammable, toxic, or otherwise dangerous nature, vendor shall hold City harmless from and against any and all claims asserted against City on account of any personal injuries and/or property damages caused by the goods, or by the transportation thereof, prior to the completion of unloading at City's receiving yard.
5. **WARRANTIES:** Vendor warrants to and covenants with the City as follows: vendor will deliver to City title to the goods free and clear of all security interest, liens, obligations, restrictions, or encumbrances of any kind, nature, or description, the goods shall be free from defects in material and/or workmanship; unless otherwise specified in this Purchase Order, the goods shall be new and not used or reconditioned; the goods and their packaging shall conform to the description thereof and/or specifications therefor contained in this Purchase Order. In placing this Purchase Order, City is relying on vendor's skill and judgment in selecting and providing the proper goods for City's particular use. The goods shall be in all respects suitable for the particular purpose for which they are purchased and the goods shall be merchantable.
6. **REMEDIES:** In the event of vendor's breach of this contract, City may take any or all of the following actions, without prejudice to any other rights or remedies available to City by law: (a) require vendor to repair or replace such goods and upon vendor's failure or refusal to do so, repair or replace the same at vendor's expense; (b) reject any shipment or delivery containing defective or nonconforming goods and return for credit or replacement at vendor's option; said return to be made at vendor's cost and risk; (c) cancel any outstanding deliveries and treat such breach by vendor as vendor's repudiation of this contract. In the event of City's breach hereunder, vendor's exclusive remedy shall be vendor's recovery of the goods or the purchase price payable for goods shipped prior to such breach.
7. **LABOR:** If this Purchase Order covers the performance of labor by vendor on City's premises, vendor shall indemnify and save and hold City harmless from and against any and all claims and liabilities for injury or death to any person or damage to property arising out of vendor's performance under this Purchase Order. Vendor shall obtain and pay for public liability for injury or death to any person or damage to property arising out of vendor's performance under this Purchase Order. Vendor shall obtain and pay for public liability and property damage insurance in an amount not less than one million dollars, and naming the City as additional insured, insuring against said injuries, deaths, and damages, and shall furnish City with insurers' certificates evidencing such insurance, which certificates shall provide that the coverage evidenced thereby shall not be cancelled except upon 30 days prior notice to City.
8. **COMPLIANCE WITH LAW:** Vendor warrants that it will comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to its performance under this Purchase Order, including, without limitation, the Fair Labor Standards Act of 1938, as amended, the Williams-Steiger Occupational Safety and Health Act of 1970, the Equal Employment Opportunity Clause prescribed by Executive Order 11246 dated September 24, 1965, as amended, and any rules, regulations, or orders issued or promulgated under such Act and Order. Vendor shall indemnify and save and hold City from and against any and all claims, damages, demands, costs, and losses which the City may suffer in the event that vendor fails to comply with said Act, Order, rules, regulations, or orders. Any clause required by any law, ordinance, rule, or regulation to be included in a contract of the type evidenced by this document shall be deemed to be incorporated herein.
9. **ARTWORK, DESIGNS ETC.:**
 - (a) If the goods are to be produced by vendor in accordance with designs, drawings, or blueprints furnished by City, vendor shall return same to City upon completion or cancellation of this Purchase Order. Such designs and the like shall not be used by vendor in the production of materials for any third party without City's written consent. Such designs and the like involve valuable property rights of City and shall be held confidential by vendor.
 - (b) Unless otherwise agreed herein, vendor at its cost shall supply all materials, equipment, tools, and facilities required to perform this Purchase Order. Any materials, equipment, tools, artwork, designs, or other properties furnished by City or specifically paid for by City shall be City's property. Any such property shall be used only in filling orders from City and may on demand be removed by City without charge. Vendor shall use such property at its own risk, and shall be responsible for all loss of or damage to the same while in vendor's custody. Vendor shall at its cost store and maintain all such property in good condition and repair. City makes no warranties of any nature with respect to any property it may furnish to vendor hereunder.
10. **GOVERNING LAW:** This Purchase Order and the contract between the parties evidenced hereby shall be deemed to be made in the State of California and shall in all respects be construed and governed by the laws of that state.
11. **MISCELLANEOUS:**
 - (a) The waiver of any term, condition or provision hereof shall not be construed to be a waiver of any other such term, condition, or provision, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition, or provision.
 - (b) Vendor shall not assign its rights or obligations under this Purchase Order without the prior written consent of City.
 - (c) Stenographic and clerical errors, whether in mathematical computations or otherwise, made by City on this Purchase Order or any other forms delivered to vendor shall be subject to correction.
 - (d) City may, upon notice of vendor and without liability to City, cancel this contract and any outstanding deliveries hereunder, (1) as to products of vendor not then shipped, at any time prior to shipment, or (2) if (A) a receiver or trustee is appointed to take possession of all or substantially all of vendor's assets, (B) vendor makes a general assignment for the benefit of creditors, or (C) any action or proceeding is commenced by or against vendor under any insolvency or bankruptcy act, or under any other statute or regulation having as its purpose the protection of creditors, or (D) vendor becomes insolvent or commits an act of bankruptcy. If an event described in (2) of this section occur, City may at City's sole election pay vendor its actual out-of-pocket costs to date of cancellation, as approved by City, in which event the goods shall be the property of City and vendor shall safely hold the same subject to receipt of City's shipping instructions.



**CITY OF SANTA CLARITA
AGENDA REPORT**

CONSENT CALENDAR

CITY MANAGER APPROVAL: Ken Stripling

DATE: June 26, 2018

SUBJECT: APPROVE AWARD OF LIBRARY MATERIALS VENDORS

DEPARTMENT: Neighborhood Services

PRESENTER: Rebecca Widdison

RECOMMENDED ACTION

City Council:

1. Approve award of expenditure authority for ABDO Publishing, Baker & Taylor, Brodart Co., Cengage Learning, Inc., Children's Plus Inc., Ingram Library Services, LLC, and Midwest Tape, LLC, to provide books and materials for the Santa Clarita Public Library, selected through a competitive Request for Proposal process, for a total amount not to exceed \$800,000, annually. Vendor selection will be determined based on who can provide the lowest price at the time of purchase.
2. Authorize the City Manager, or designee, to execute all associated documents, or modify the award in the event that issues of impossibility of performance arise, subject to City Attorney approval.

BACKGROUND

On January 9, 2018, the City Council authorized staff to proceed with the Santa Clarita Public Library (SCPL) transition to in-house operation and staffing, effective July 1, 2018. As a part of the transitional responsibilities, staff completed a Request for Proposal (RFP) for vendors to furnish, delivery, catalog, and process SCPL's printed and/or audiovisual materials.

City of Santa Clarita (City) staff posted RFP number LIB-17-18-50 for Library Materials on PlanetBids on April 17, 2018. The RFP was sent to 239 vendors and was downloaded by 27 potential proposers. As a result of the RFP process, eight proposals were received and opened by City staff on May 17, 2018. Due to the specialized nature of this library materials service, additional vendor outreach was completed by Purchasing staff who sent emails to 13 vendors that could provide the services being requested.

The results of the RFP are shown below.

Vendor	Location
ABDO Publishing	Minneapolis, Minnesota
Baker & Taylor	Charlotte, North Carolina
Barnes & Noble Booksellers, Inc.	New York, New York
Brodart, Co.	Williamsport, Pennsylvania
Cengage Learning, Inc.	Farmington Hills, Michigan
Children's Plus Inc.	Beecher, Illinois
Ingram Library Services, LLC	La Vergne, Tennessee
Midwest Tape, LLC	Holland, Ohio

After a thorough review of the proposals, seven out of eight of the vendors are being recommended for selection: ABDO Publishing, Baker & Taylor, Brodart Co., Cengage Learning, Inc., Children's Plus Inc., Ingram Library Services, LLC, and Midwest Tape, LLC.

ABDO Publishing has been providing quality fiction and non-fiction to schools and libraries since 1985. The Minnesota-based company publishes approximately 500 new titles per year, which are distributed through ABDO Publishing representatives, wholesalers, direct mail, and online sales. The 30,000 square foot warehouse has 8,300 titles with approximately 4,500,000 titles in stock.

Baker & Taylor is a full-line distributor of books, videos, and music products to library facilities. Baker & Taylor has been in business for over 189 years and ships more than 1 million unique ISBNs (SKUs) annually. They maintain one of the largest combined in-stock book, video, and music inventories in the United States with approximately 1 million titles in inventory and over 3.3 million available for order.

Brodart, Co. is a full-service library supplier for circulation-ready materials since 1939, delivering carefully selected, cataloged, and processed titles. Brodart, Co.'s distribution facility manages over 265,000 titles and 5 million volumes annually and deals with more than 45,000 publishers. Their inventory and purchasing profiles are based on the library market, not the retail market.

Cengage Learning, Inc. provides large print books and databases, with over 60 years of history and partnerships with over 100,000 libraries worldwide. Their eResources have received more than 120 total awards in the last ten years.

Children's Plus Inc. was founded in 1979 and serves thousands of libraries throughout the nation, including some of the largest public library systems and school districts in the United States. Their corporate headquarters house their 40,000 square foot warehouse with over 1 million volumes in stock.

Ingram Library Services, LLC, offers a full range of services, content, and added-value to libraries. Incorporated in 1998, they provide libraries with immediate access to the largest selection of books, spoken word audio, DVD/Blu-ray titles, music CDs and other book-related

products in the industry. Ingram Library Services, LLC, operates four regional distribution center totaling more than 1.7 million square feet.

Midwest Tape, LLC, is a library-dedicated, full-service entertainment media distributor that provides physical and audiovisual products: DVDs, music CDs and audiobooks exclusively to public libraries across the U.S. and Canada.

The proposal evaluation and contractor selection criteria included:

- Contractor qualifications and number of days for processing and shipping estimated for both standard and rush services.
- Thoroughness of proposal, approach to providing sound services, and ability to provide services to meet objectives and standards.
- Cost of materials and services provided as well as discounts offered.

Therefore, staff recommends the City Council award expenditure authority for ABDO Publishing, Baker & Taylor, Brodart Co., Cengage Learning, Inc., Children's Plus Inc., Ingram Library Services, LLC, and Midwest Tape, LLC, to furnish, deliver, catalog, and process SCPL's printed and/or audiovisual materials.

ALTERNATIVE ACTION

Other action as determined by the City Council.

FISCAL IMPACT

Sufficient funds, contingent upon the approval, will be appropriated as a part of the annual budget process.

ATTACHMENTS

Library 17-18-50 Request for Proposal (available in the City Clerk's Reading File)

ABDO Bid (available in the City Clerk's Reading File)

Baker & Taylor Bid (available in the City Clerk's Reading File)

Brodart Bid (available in the City Clerk's Reading File)

Cengage Learning Bid (available in the City Clerk's Reading File)

Childrens Plus Bid (available in the City Clerk's Reading File)

Ingram Library Services Bid (available in the City Clerk's Reading File)

Midwest Tape Bid (available in the City Clerk's Reading File)