SINGLE SOURCE AWARD **BID # SS-0450-20**

Subject: Digital Magazine Subscription Service

Department: Library

Description of Purchase:
Subject purchase was previously solicited informally and encumbered via purchase order. Recommend approval to increase the award to Recorded Books by $124,500.00 through the period ending September 30, 2020. Total revised expenditure amount not to exceed $178,868.00.

Funding Source: 00111.185102.566010.000000.000000000 - To be encumbered by purchase order

Single Source Award To: Recorded Books

Price Justification: See attachment

Total Award: $178,868.00 **Requisition #:** N/A

Attachments: Recommendation Memo, Vendor Quote and Purchase Order

Certification as to Single Source: Tim Rogers, Director, Jacksonville Public Library

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

for Analyst: Annette Burney

for Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

JACKSONVILLE
PUBLIC LIBRARY

Jacksonville Public Library
Support Services Department
3435 University Blvd. North
Jacksonville, Florida 32277

March 30, 2020

MEMORANDUM

TO: Gregory Pease
Chief, Procurement Division

FROM: Charlene Adkins
Collection Development Manager

SUBJ: Justification Letter for **Recorded Books PO0B04214 Increase General funds- PLJX011MBBS06601**

The Jacksonville Public Library requests a Change order increase to PO0B04214 for Recorded Books in the amount of $124,500 to purchase quoted electronic content and a database for the library system bringing the total FY20 Recorded Books expenditure to $178,868.

The library's increase request will allow for the purchase of digital magazines, e-audio books and a language learning database all of which customers may access in the library and/or via remote use. The itemized price quotation includes these products and their costs.

Modification of PO0B04214 will allow the library to add electronic content and a database to an existing purchase order for Recorded Books.

Recorded Books

March 23, 2020

Jill Haile
Jacksonville Public Library
3435 University Blvd. N
Jacksonville, FL 32277

RE: Digital Services Subscription Renewals FY2020

Dear Jill:

This letter is to serve as a quote for the *digital service subscription* renewals for Jacksonville Public Library.

RBDigital Magazines (Formerly Zinio for Libraries) Subscription	$30,000.00
Magazine content (based on library selections)	$15,500.00
RBDigital Adult Subscription	$50,000.00
Transparent Language Online	$29,000.00

Thank you for being a great Recorded Books customer!

Take care -

Paula Roman
National Accounts Manager
psroman@recordedbooks.com
407-496-3773

Purchase Order

City of Jacksonville
214 N Hogan St
Jacksonville, FL 32202

VENDOR

Vendor Number: 00015557
Recorded Books Inc.
270 Skipjack Road
Prince Frederick, MD 20678

Phone No: (800) 638 - 1304

PO Date: 12/16/2019
Buyer: Williams, Sharon
Phone #: (904) 255 - 8825
FOB: F.O.B., Destination
Terms: Net 30

Purchase Order Number
PO0B04214

ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE MUST REFERENCE THIS NUMBER.

SHIP TO

Public Library
Public Library - University Park
3435 University Blvd. North - rear loading dock
Jacksonville, FL 32277

Contact Jill Haile at (904)630-1373

INVOICE

Finance and Administration
Accounts Payable
117 W. Duval Street, Suite 375
Kale Newsome, Accounts Payable Supervisor
Jacksonville, FL 32202

Department	Bid Number	Requisition Number	Delivery Date
PL - Public Library	PO0B00159	REQ266966	12/31/2019

Item #	Item Description	Quantity	Unit	Unit Price	Total
1	Recorded Books, Inc. Audio Books on CD with bundled digital copies. LN / FY / Account Code: 1 / 20 / PLJX011MBBS-06601 Dollar Amount: $ 54,368.00	1.00	YR	$54,368.00	$54,368.00
				Subtotal:	$54,368.00
				Freight:	$0.00
				Discount:	$0.00
				TOTAL:	$54,368.00

THIS ORDER IS SUBJECT TO THE GENERAL CONDITIONS ATTACHED HERETO

MANUFACTURER'S FEDERAL EXCISE TAX EXEMPT NO 59-89-0120K

FLORIDA STATE SALES AND USE TAX EXEMPTION NO. 85-8012621607C-8

Approved By Gregory Pease, Chief
Procurement Division

GENERAL CONDITIONS

1. RESERVATIONS: The City of Jacksonville, Florida reserves the right to reject any or all bids or any part thereof and/or to waive information if such action is deemed to be in the best interest of the City of Jacksonville. The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and the general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not effect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. The City also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned this bid. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds if required under the conditions of this bid. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OR MEANING OF ANY PART OF THIS BID THEY SHOULD CONTACT THE PROCUREMENT DIVISION IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING ITS BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No other will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. **IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE CHIEF OF THE PROCUREMENT DIVISION.**

3. TAXES: The City of Jacksonville, Florida is exempt form the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C, (b) Manufacturer's Federal Excise Tax Registration No 59-6000 344.

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. "OR EQUAL" INTERPRETATION: Even though a particular manufacturer's name of brand is specified, bids will be considered on other brands or on the products of other manufacturers unless noted otherwise. On all such bids the bidder will clearly indicate the product (brand and model number) on which he is bidding, and will supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacture specified. All samples will be submitted in accordance with procedures outlined in the paragraph on SAMPLES. Catalog cuts and technical descriptive data will be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient ground for rejection of bid.

6. DEVIATIONS TO SPECIFICATIONS: In addition to the requirements of paragraph five, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of the submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:

a. Whenever the specifications indicate a product or a particular manufacturer, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as for the exact brand, model, or a manufacturer specified, together with all accessories, qualities, tolerances, compositions, etc. enumerated in the detailed specifications.

b. If no particular brand, model or make is specified, and if no data is required to be submitted with this bid, the successful contractor, after award and before manufacturer or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if each requirement of the specifications is being complied with.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Samples on which bidders are unsuccessful must be removed as soon as possible after an award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.

Bidders will make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples will be borne by the bidder.

All sample packages will be marked **"Sample for the Procurement Division"** and each sample will bear the name of the bidder, item number, bid number and will be clearly tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. PERFORMANCE BOND: When applicable, the successful bidder on this bid must furnish a performance bond as indicated in the specifications, made out to the City of Jacksonville, Florida, prepared on an approved form, as security for the faithful performance of his contract within ten days of his notification that his bid has been accepted. The surety thereon must be such surety company as are authorized and licensed to transact business in the State of Florida. Attorneys in facts who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders, upon failure or refusal to furnish within ten days after his notification the required performance bonds, will pay to the City of Jacksonville, Florida, as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with his bid.

10. PROVISION FOR OTHER AGENCIES: Each bidder agrees when submitting his bid that he will make available to all City agencies and departments, bi City agencies, in City fire departments and municipalities, the bid process he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

11. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

12. DISCOUNTS: ALL DISCOUNTS OTHER THAN PROMPT PAYMENT TO BE INCLUDED IN BID PRICE. PROMPT PAYMENT DISCOUNTS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN DETERMINING LOW BID.

13. COLLUSION: THE BIDDER, BY AFFIXING HIS SIGNATURE TO THIS PROPOSAL AGREES TO THE FOLLOWING: "BIDDER CERTIFIES THAT THIS BID IS MADE WITHOUT ANY PREVIOUS UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME ITEMS; AND IS IN ALL RESPECTS FAIR, WITHOUT OUTSIDE CONTROL, COLLUSION, FRAUD OR OTHERWISE ILLEGAL ACTION."

14. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids, failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price will govern.

15. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City" in the foregoing paragraphs No'd - 14.

16. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present, and proposed City contracts, transactions, accounts, and records, require the production of records, and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

17. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

18. NONDISCRIMINATION PROVISIONS: As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; provided however, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

19. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville/Duval County, Florida, and

b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

20. LICENSES REQUIREMENT: Bidders/vendors responding to a solicitation or by acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

21. ELECTRONIC PAYMENTS: Bidders/vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.