



**SAN JOAQUIN VALLEY LIBRARY  
SYSTEM  
REQUEST FOR PROPOSAL**

**NUMBER SJVLS 24-001**

**Microsoft Licensing Consultant  
August 7, 2023**

IMPORTANT: SUBMIT PROPOSAL IN SEALED PACKAGE WITH PROPOSAL NUMBER,  
CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

**SAN JOAQUIN VALLEY LIBRARY SYSTEM  
2420 Mariposa ST  
FRESNO, CA 93721-2204**

**Closing date of bid will be at 3:00 p.m.,  
on Thursday September 7, 2023.**

**PROPOSALS WILL BE CONSIDERED LATE WHEN THE SJVLS TIME CLOCK READS 3:00  
P.M. PACIFIC TIME**

- Proposals will be opened and publicly read at that time. All proposal information will be available for review after contract award.
- Clarification of specifications is to be directed to: Kevin Nelson, phone (559) 600-6284, e-mail [kevin.nelson@sjvls.org](mailto:kevin.nelson@sjvls.org).

**GENERAL CONDITIONS:** See "San Joaquin Valley Library System Purchasing Standard Instructions and Conditions for Request For Proposals (RFP'S) and Requests for Quotations (RFQ'S)" attached. Check San Joaquin Valley Library System website at <http://www.sjvls.org> for RFQ documents and changes.

**BIDDER TO COMPLETE**

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED PROPOSAL SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE "SAN JOAQUIN VALLEY LIBRARY SYSTEM PURCHASING STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)" ATTACHED.

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNED BY

PRINT NAME

TITLE

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# SAN JOAQUIN VALLEY LIBRARY SYSTEM

## STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to “bids” in the following paragraphs applies to RFP's and RFQ's

### GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

#### 1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for 180 days after closing date of bid.

#### 2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The System shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by the System at least 5 working days before bid opening or by the question deadline stated in the RFP/RFQ. All addenda issued shall be in writing, duly issued by the System and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFQ/RFP has been issued by San Joaquin Valley Library System. The System's purchasing contact shall be the vendor's sole point of contact with regard to the RFQ/RFP, its content, and all issues concerning it.

All communication regarding this RFQ/RFP shall be directed to an authorized representative of the System. The specific staff member managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ/RFP. Contact with any other System representative, including elected officials, for the purpose of discussing this RFQ/RFP, its content, or any other issue concerning it, is prohibited unless authorized by the System. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other System representatives, may constitute grounds for rejection by System of the vendor's quotation.

The above stated restriction on vendor contact with System representatives shall apply until the System has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ/RFP, such vendor may contact the appropriate individual,

or individuals who are managing that protest as outlined in the System's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Administrative Council to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Council.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.
- F) Public Contract Code Section 7028.15

Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) San Joaquin Valley Library System is subject to California sales and/or use tax (8.975%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. System is exempt.
- C) System is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as San Joaquin Valley Library System.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

5. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION:

Upon award of bid, the vendor shall submit to System Purchasing, a completed W-9 - Request for Taxpayer Identification Number and Certification if not already a current vendor with The San Joaquin Valley Library System. The vendor shall also submit a completed California FTB Form 590 or Form 587 as appropriate. This form is available from the IRS to complete on line at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

6. AWARDS:

- A) Subject to the local preference provisions referenced in Paragraph 7 below and more thoroughly set forth in the General Requirements section of this RFQ/RFP, award(s) will be made to the most responsive responsible bidder. The evaluation will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the System. The System shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, System may accept any item, group of items or on the basis of total bid.
- C) The System reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) After award, all bids shall be open to public inspection. The System assumes no responsibility for the confidentiality of information offered in a bid.

7. LOCAL VENDORS

- A) Local Vendor Preference (applicable to RFQ Process only)

The following provisions are applicable only to the System's acquisition of materials, equipment or supplies through the RFQ process when the funding source does not require an exemption to the Local Vendor Preference.

THE PROVISIONS OF THIS PARAGRAPH ARE APPLICABLE, NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS RFQ TO THE CONTRARY

If the apparent low bidder is not a local vendor, any local vendor who submitted a bid which was within five percent (5%) of the lowest responsive bid as determined by the purchasing agent shall have the option of submitting a new bid within forty-eight hours (not including weekends and holidays) of System's delivery of notification. Such new bids must be in an amount less than or equal to the lowest responsive bid as determined by the purchasing agent. If the purchasing agent receives any new bids from local vendors who have the option of submitting new bids within said forty-eight hour period, it shall award the contract to the local vendor submitting the lowest responsible bid. If no new bids are received, the contract shall be awarded to the original low bidder as announced by the purchasing agent.

B) Local Vendor Defined

"Local Vendor" shall mean any business which:

1. Has its headquarters, distribution point or locally-owned franchise located in or having a street address within the San Joaquin Valley Library System service area for at least six (6) months immediately prior to the issuance of the request for competitive bids by the purchasing agent; and
2. Holds any required business license by a jurisdiction located in Merced, Mariposa, Madera, Fresno, Kings, Tulare or Kern Counties; and
3. Employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Merced, Mariposa, Madera, Fresno, Kings, Tulare or Kern Counties, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within Merced, Mariposa, Madera, Fresno, Kings, Tulare or Kern Counties.

8. TIE BIDS:

All other factors being equal, the contract shall be awarded to the local vendor or, if neither or both are local vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of this RFQ state that they are applicable, the provisions of the System Local Vendor Preference shall take priority over this paragraph.

9. PATENT INDEMNITY:

The vendor shall hold the System, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

10. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within 30 days of bid closing date) be returned at the bidder's expense. In the absence of such notification, System shall have the right to dispose of the samples in whatever manner it deems appropriate.

11. RIGHTS AND REMEDIES OF SYSTEM FOR DEFAULT:

- A) In case of default by vendor, the System may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the System shall be considered the prevailing market price at the time such purchase is made.
- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse System for expenses related to delivery of non-specified goods or services.
- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

12. DISCOUNTS:

Terms of less than 15 days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period

will commence either the later of delivery or receipt of invoice by the System. Standard terms are Net Forty-five (45) days.

13. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS.

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

14. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the System a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act. California State Labor Code Sections 6360 through 6399.7.)

15. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

16. YEAR COMPLIANCE WARRANTY

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to System's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the System may otherwise have under this Agreement with respect to defects other than year performance.

17. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the San Joaquin Valley Library System harmless.

18. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to System's monitoring of said compliance.

Vendor may be a business associate of System, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of System as specified by the System, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to System, as the "Covered Entity" under HIPAA'S Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the System, or as required by law without written notice to the System.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of System, shall comply with the same restrictions and conditions with respect to such information.

#### 19. APPEALS

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations. Appeals should be submitted to San Joaquin Valley Library System, 2420 Mariposa Street, Fresno, California 93721 to the attention of the buyer designated on the RFP/RFQ cover letter. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

System will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of the buyer, he/she shall have the right to appeal to the SJVLS Administrative Librarian within seven (7) business days after System's notification; except if, notified to appeal directly to the Administrative Council at the scheduled date and time.

If the protesting bidder is not satisfied with Buyer/Administrative Librarian's decision, the final appeal is with the Administrative Council.

#### 20. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

#### 21. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to the San Joaquin Valley Library System, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the System's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

#### 22. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

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## OVERVIEW

### 1. Purpose:

The purpose of this Request for Proposals (RFP) is to establish a contractual relationship with a consultant to serve the purpose of procuring, supporting, and distributing Microsoft licensing, products, and services to the San Joaquin Valley Library System (SJVLS). SJVLS's current licensing needs relate to upgrading servers to Windows Server 2022 and determining the appropriate number of CALs needed to be in compliance with Microsoft license terms.

### 2. Background

SJVLS serves the public library systems of Fresno, Kern, Kings, Madera, Merced, Mariposa, and Tulare Counties, and the city/district libraries of Coalinga-Huron, Porterville, and Tulare. In all, SJVLS represents 10 library jurisdictions and 106 individual library locations including large urban, medium city/suburban, and small, isolated rural libraries. [See <https://www.sjvls.org/library-locations> for a map of branch locations.]

SJVLS attempts to provide the member libraries with services that can be performed more economically as a consortium than as individual libraries. These services will be delineated below in the scope of work.

**KEY DATES**

<b>RFP Issue Date:</b>	<b>Monday, August 7, 2023</b>
<b>Vendor Teleconference:</b> (Calling instructions will be posted on <a href="https://www.sjvls.org/">https://www.sjvls.org/</a> the week prior)	<b>Monday, August 21, 2023</b>
<b>Deadline for Written or E-Mail Requests for Interpretations of Corrections of RFP:</b>	<b>Friday, August 18, 2023</b>
<b>Response to Questions Posted:</b>	<b>Thursday, August 24, 2023</b>
<b>RFP Closing Date:</b>	<b>Thursday, September 7, 2023</b>



**PROPOSAL IDENTIFICATION SHEET**

*RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL*

Our proposal is attached and identified as:

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The undersigned agrees to furnish the service stipulated at the prices and terms stated in the cost proposal.

Work services will commence within \_\_\_\_\_ calendar days after signing of the final contract

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

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

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

Signed by: \_\_\_\_\_

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

\_\_\_\_\_ Print Title

Telephone \_\_\_\_\_ E-mail Address \_\_\_\_\_

Date: \_\_\_\_\_

## TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the System shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every citizen has a right to inspect any public record".

The System will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by San Joaquin Valley Library System's legal counsel to determine conformance or non-conformance to this definition. Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc. Such material should be submitted in a separate binder not marked "Trade Secret".

**INFORMATION THAT IS IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. SYSTEM WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.**

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The System shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required under the provision of law or by order of Court.

**Vendors are advised that the System does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.**

**TRADE SECRET ACKNOWLEDGEMENT**

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the San Joaquin Valley Library System has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret."

Enter company name on appropriate line:

\_\_\_\_\_ has submitted information identified as Trade Secrets in a separate marked binder.\*\*  
(Company Name)

\_\_\_\_\_ has not submitted information identified as Trade Secrets.  
(Company Name)

**ACKNOWLEDGED BY:**

\_\_\_\_\_  
Signature Telephone

\_\_\_\_\_  
Print Name and Title Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\*\*Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS**

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as “Bidder”):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the System in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the System harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS****INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**CERTIFICATION**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Name of Agency or Company)

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: \_\_\_\_\_

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar services (preferably California State or local government agencies). Be sure to include all requested information.

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

**PARTICIPATION**

The San Joaquin Valley Library System is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the San Joaquin Valley Library System harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to System.

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

No, we will not extend contract terms to any agency other than the San Joaquin Valley Library System.

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(Authorized Signature)

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Title

**Note:** This form/information is not rated or ranked in evaluating proposal.



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## GENERAL REQUIREMENTS

**DEFINITIONS:** The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal and is identified on the "Provider" line of the Proposal Identification Sheet.

**LOCAL VENDOR PREFERENCE:** The Local Vendor Preference does not apply to this Request for Proposal.

**RFP CLARIFICATION AND REVISIONS:** Any revisions to the RFP will be issued and distributed as written addenda.

**FIRM PROPOSAL:** All proposals shall remain firm for at least one hundred eighty (180) days.

**PROPOSAL PREPARATION:** Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

San Joaquin Valley Library System will not be held liable for any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

**SUPPORTIVE MATERIAL:** Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

**TAXES:** The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

**SALES TAX:** San Joaquin Valley Library System pays California State Sales Tax in the amount of 8.975% regardless of vendor's place of doing business. Services are generally not subject to sales and use tax unless part of the fabrication of a tangible item as described in the California State Board of Equalization website <http://www.boe.ca.gov/sutax/staxregs.htm>.

**RETENTION:** San Joaquin Valley Library System reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

**ORAL PRESENTATIONS:** Each finalist may be required to make an oral presentation and answer questions from System personnel.

**AWARD/REJECTION:** The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the System. The System shall be the sole judge in making such determination. The System reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected.

System Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the San Joaquin Valley Library System Administrative Council.

**NEGOTIATION:** The System will prepare and negotiate its own contract with the selected vendor, giving due consideration to the stipulation of the vendor's standard contracts and associated legal documents.

**WAIVERS:** The System reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the System may require.

**TERMINATION:** The System reserves the right to terminate any resulting contract upon written notice.

**MINOR DEVIATIONS:** The System reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

**PROPOSAL REJECTION:** Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

**ASSIGNMENTS:** The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the San Joaquin Valley Library System.

**BIDDERS LIABILITIES:** San Joaquin Valley Library System will not be held liable for any cost incurred by vendors in responding to the RFP.

**CONFIDENTIALITY:** Bidders shall not disclose information about the System's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

**NEWS RELEASE:** Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the San Joaquin Valley Library System.

**BACKGROUND REVIEW:** The System reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the System, the vendor consents to such an inquiry and agrees to make available to the System such books and records the System deems necessary to conduct the inquiry.

**PERFORMANCE BOND:** The successful bidders may be required to furnish a faithful performance bond.

**ACQUISITIONS:** The System reserves the right to obtain the whole system as proposed or only a portion of the system, or to make no acquisition at all.

**OWNERSHIP:** The successful vendor will be required to provide to the San Joaquin Valley Library System documented proof of ownership by the vendor, or its designated subcontractor, of the proposed programs.

**EXCEPTIONS:** Identify with explanation, any terms, conditions, or stipulations of the RFP with which you CAN NOT or WILL NOT comply with by proposal group.

**ADDENDA:** In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

**SUBCONTRACTORS:** If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

**CONFLICT OF INTEREST:** The System shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Administrative Council finds that special circumstances exist which justify the approval of such contract:

1. Employees of the System or public agencies for which the Administrative Council is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No System employee, whose position in the System enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no System employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the System.

### **FRESNO COUNTY ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED**

No officer or employee of the System who separates from System service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any System consultant, vendor, or other System provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the System relationship with the consultant, vendor or other System provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

**EVALUATION CRITERIA:** Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The System shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or

unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

**SELECTION PROCESS:** All proposals will be evaluated by a team designated by the Administrative Council. It will be their responsibility to make the final recommendations.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee or the Administrative Council. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

**INDEPENDENT CONTRACTOR:** In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the System. Furthermore, System shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, System shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and System shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to System employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save System harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the System or to the Agreement.

**HOLD HARMLESS CLAUSE:** Contractor agrees to indemnify, save, hold harmless and at System's request, defend the System, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to System in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

**PRICE RESPONSIBILITY:** The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the San Joaquin Valley Library System will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the System.

**ADDRESSES AND TELEPHONE NUMBERS:** The vendor will provide the business address and mailing address, if different, as well as the telephone number and email address of the individual signing the contract.

**ASSURANCES:** Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The San Joaquin Valley Library System has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

**INSURANCE:**

Without limiting the System's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. SYSTEM may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the San Joaquin Valley Library System, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by System, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to System.

Within Thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the San Joaquin Valley Library System, Christopher Wymer, Administrative Librarian, 2420 Mariposa St. Fresno, CA 93721, stating that such insurance coverage have been obtained and are in full force; that the San Joaquin Valley Library System, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the San Joaquin Valley Library System, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by System, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to System.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the System may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

**AUDIT AND RETENTION:** The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to the San Joaquin Valley Library System, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the System's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

**DEFAULT:** In case of default by the selected bidder, the System may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the System.

**BREACH OF CONTRACT:** In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

**SAMPLE CONTRACT:** Submitted as a part of bidder's response to the RFP, shall be a sample of the contract he is proposing with the San Joaquin Valley Library System. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

## **CONFIDENTIALITY**

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to System's monitoring of said compliance.

Vendor may be a Business associate of System, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of System, as specified by the System, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to System, as the "Covered Entity" under HIPAA'S Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the System, or as required by law without written notice to the System.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of System, shall comply with the same restrictions and conditions with respect to such information.

## **APPEALS**

Appeals must be submitted in writing within \*seven (7) business days after notification of proposed recommendations. Appeals shall be submitted to San Joaquin Valley Library System, ATTN: Administrative Librarian, 2420 Mariposa Street, Fresno, California 93721-2204. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

System will provide a written response to the complainant within \*seven (7) business days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of System, he/she shall have the right to appeal to the Administrative Librarian within seven (7) business days after System's notification; except, if notified to appeal directly to the Administrative Council at the scheduled date and time.

If the protesting bidder is not satisfied with Administrative Librarian's decision, the final appeal is with the Administrative Council.

\*The seven (7) business day period shall commence upon the date that the notification is issued by the System.

## SPECIFIC TERMS AND CONDITIONS

**ISSUING AGENT:** This RFP has been issued by San Joaquin Valley Library System. The System shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

**AUTHORIZED CONTACT:** All communication regarding this RFP shall be directed to an authorized representative of System. The specific staff member managing this RFP is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other System representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by System. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other System representatives, may constitute grounds for rejection by System of the vendor's quotation.

The above stated restriction on vendor contact with System representatives shall apply until the System has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the System's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Administrative Council to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Council.

**NUMBER OF COPIES:** Submit one (1) original, with \*reproducible machine-readable media enclosed of your proposal no later than the proposal acceptance date and time as stated on the front of this document to San Joaquin Valley Library System Purchasing. The cover page of the document is to be marked "Original".

**\*Bidder shall submit one (1) machine readable media (i.e.: PDF file on a USB stick) containing the complete proposal excluding trade secrets. Media should accompany the original binder and should be either attached to the inside cover of the binder or inserted in an attached sleeve or envelope in the front of the binder to ensure that it is not misplaced.**

**INTERPRETATION OF RFP:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing via email. Any change in the RFP will be made only by written addendum, duly issued by the System. The System will not be responsible for any other explanations or interpretations.

Questions may be submitted subject to the following conditions:

- a. Such questions are submitted in writing to the System not later than Friday August 18, 2023, at 3:00 P.M. Questions must be directed to the attention of Kevin Nelson, Senior Network Systems Engineer.
- b. Such questions are submitted with the understanding that System can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to Kevin Nelson (kevin.nelson@sjvls.org) or delivered to San Joaquin Valley Library System.



**SELECTION COMMITTEE:** All proposals will be evaluated by a review committee that may consist of San Joaquin Valley Library System staff, member library staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the System.

**CONTRACT TERM:** It is System's intent to contract with the successful bidder for the term of the project. System will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

**AUDITED FINANCIAL STATEMENTS:** Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

## SCOPE OF WORK

SJVLS is seeking a consultant to manage the organization's Microsoft software licensing, entitlements, usage, contracts and purchasing documents on a long-term continuous basis to ensure the organization's ongoing compliance with Microsoft's rules and policies. SJVLS is currently migrating and upgrading Windows Servers as well as MSSQL Server and need to ensure compliance with licensing and CAL usage.

The selected offeror will be responsible for providing the most current version of software products and services to SJVLS, under the Microsoft licensing program. After award, the selected Contractor will work with SJVLS to determine the appropriate type and number of CALs needed for all member libraries, and obtaining Windows Server licenses. The Contractor will be responsible for providing copies of all records as well as maintain those records as necessary to ensure compliance of the parties to the Agreement.

The selected Contractor shall serve as the interface between the SJVLS and Microsoft with all aspects of the contract.

## COST PROPOSAL

- A. Proposals may be prepared in any manner which would best demonstrate outcomes and cost.
- B. Cost proposal should include the following:
  - a. Travel and transportation costs (vendors are advised to take the SJVLS geography into account)
  - b. Consulting cost per hour, with total hours required for the project
  - c. Supplies and other expenses
  - d. "Not to exceed" cost of contract for the work requested

## PROPOSAL CONTENT REQUIREMENTS

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered. Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

The content and sequence of the proposals will be as follows:

- I. PROPOSAL IDENTIFICATION SHEET (as provided)
- II. COVER LETTER: A one page cover letter and introduction including the company name and address of the bidder and the contact information including name, address and telephone number of the person or persons who will be authorized to make representations for the bidder.
  - A. The cover letter must state whether the bidder is an individual, partnership or corporation. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the organization, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract

is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.

III. TABLE OF CONTENTS

IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the SJVLS service area. In this section the bidder should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by SJVLS Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.

V. TRADE SECRET ACKNOWLEDGMENT:

A. Sign and return

VI. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, SJVLS will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:

A. Exceptions to General Requirements.

B. Exceptions to Background/Scope of Work.

C. Exceptions to Specific Terms and Conditions.

D. Exceptions to Proposal Content Requirements.

VII. VENDOR COMPANY DATA: This section should include:

A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.

B. Descriptions of any similar or related contracts under which the bidder has provided services.

C. Descriptions of the qualifications of the individual(s) providing the services.

D. Any material (including letters of support or endorsement) indicative of the bidder's capability.

E. A brief description of the bidder's current operations, and ability to provide the services.

F. Reference List (form provided)

G. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns.

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- H. Describe any terminated contracts for services similar to vendor's current bid for the RFP and provide the following:
1. Agency contracted with
  2. Date of original contract
  3. Reason for termination
  4. Contact person and telephone number for agency
- I. Describe any pending lawsuits or legal actions:
1. Location filed, name of court and docket number
  2. Nature of the lawsuit or legal action
- J. Describe any past payment problems with SJVLS:
1. Funding source
  2. Date(s) and amount(s)
  3. Resolution
  4. Impact to financial viability of organization.

VIII. SCOPE OF WORK:

- A. Bidders are to use this section to provide a summary description of their proposal.
- B. This section should be formatted as follows:
- C. Please provide answers or a narrative for each of the following:
1. Methodology to determine the number of CALs required.
  2. Estimated pricing for Microsoft Licenses and Products.
- D. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
- E. A complete description of any alternative solutions or approaches to accomplishing the desired results.

IX. REPORTS: Samples of reports referenced should be displayed in this section.

X. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include rates for all services, materials, equipment, etc. to be provided under the proposal.

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## **AWARD CRITERIA**

Contracts will be awarded by Service. Failure to meet eligibility and general requirements stated in the Scope of Work will bar a response from consideration.

### **COST**

As submitted under the "COST PROPOSAL" section.

### **CAPABILITY AND QUALIFICATIONS**

1. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy System's needs and to what degree?
2. Does the bidder demonstrate the technical knowledge and skills required to successfully provide the requested services?
3. The amount of demonstrated experience in providing the services desired in a comparable library setting.