



**SAN JOAQUIN VALLEY LIBRARY SYSTEM
REQUEST FOR PROPOSAL
NUMBER SJVLS 15-002**

**Evergreen ILS Development, Migration, and Support
April 27, 2015**

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 Street
FRESNO, CA 93721-2204**

**Closing date of bid will be at 3:00 p.m.,
on June 12, 2015.**

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: Mary Ellen Tyckoson, phone (559) 600-6285, email Mary.Tyckoson@sjvls.org fax (559) 600-6295.

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/RFP 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

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.

TABLE OF CONTENTS

PAGE	
7	OVERVIEW
8	KEY DATES
9	PROPOSAL IDENTIFICATION SHEET
10	TRADE SECRET ACKNOWLEDGEMENT
12	DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS
15	REFERENCE LIST
16	PARTICIPATION
17	GENERAL REQUIREMENTS
24	SPECIFIC TERMS AND CONDITIONS
26	SCOPE OF WORK
29	COST PROPOSAL
29	PROPOSAL CONTENT REQUIREMENTS
32	AWARD CRITERIA
33	APPENDIX A – PERFORMANCE STANDARDS
34	APPENDIX B – HORIZON DATA MIGRATION
36	APPENDIX C - DEVELOPMENT OF ENHANCED ITEM IMPORT FIELDS
37	APPENDIX D- DEVELOP BATCH ITEM EDITING DIRECTLY FROM SEARCH RESULT

OVERVIEW

1. Purpose

SJVLS intends to migrate from our current SirsiDynix Horizon library management system to the Evergreen open source library management system in March 2016. To this end SJVLS is seeking a vendor to 1) develop specific additional functionality in Evergreen, 2) facilitate the migration by assisting with configuration of Evergreen, transforming and loading data exported from Horizon, and training SJVLS and select member library staff and 3) provide ongoing support for Evergreen. SJVLS is seeking proposals both for a vendor-hosted system and for an on-premises Evergreen installation.

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 111 individual library locations including large urban, medium city/suburban, and small, isolated rural libraries. [See <http://www.sjvls.org> for a map of branch locations.] SJVLS has a long history of sharing a single library management system and of actively sharing our library resources.

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

RFP Issue Date:	April 27, 2015
Vendor Teleconference: (Calling instructions will be posted on www.sjvls.org the week prior)	May 21, 2015 10:00AM PDT
Teleconference Results Posted:	May 22, 2015 by 4:00PM PDT
Deadline for Written or Fax Requests for Interpretations of Corrections of RFP:	May 28, 2015, 4:00PM PDT
Response to Questions Posted:	June 2, 2015
RFP Closing Date:	June 12, 2015 3:00PM PDT

PROPOSAL IDENTIFICATION SHEET

RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL

Our proposal is attached and identified as:

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 _____ Fax Number _____ 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.

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.

**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 consortia and/or libraries migrating from Horizon). 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.

(Authorized Signature)

Title

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

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: Proposals will be rated by the SJVLS System Office Staff and by member library representatives. The top vendors will be required to present their proposal to the Automation Committee. Presentations may be done remotely. A recommendation will be approved by the Automation Committee for consideration of the Administrative Council. The Administrative Council will make the final determination on award of contract.

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, Jeffrey Crosby, 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 a *reproducible optical disk enclosed and two (2) copies 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 each document is to be appropriately marked "Original" or "Copy".

***Bidder shall submit one (1) reproducible optical disk (i.e. PDF file) containing the complete proposal excluding trade secrets. Disk 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 insure the disk 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 or fax. 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 May 28, 2015 at 4:00PM PDT. Questions must be directed to the attention of Mary Ellen Tyckoson, Library Program Manager.
- 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 Mary Ellen Tyckoson (Mary.Tyckoson@sjvls.org), faxed to (559) 600-6295 or delivered to San Joaquin Valley Library System. If faxing, the bidder must confirm receipt by phone 559-600-6285 within one-half (1/2) hour of transmission.

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 a term of three (3) years. 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

The San Joaquin Valley Library System (SJVLS) desires to migrate from a Horizon 7.5.2 Library Management System to the Evergreen open source system. We are seeking a vendor to provide support for installation and configuration of the Evergreen software and migration of existing data. We desire quotes for both a hosted server environment and local servers at SJVLS. As part of the migration we are also seeking Evergreen development work for item management functions, which must be completed prior to SJVLS Go Live on Evergreen. Finally, we are seeking to enter into a 3-year contract for ongoing support for Evergreen, including configuration and upgrades.

Current Environment

The Library Management System

The current Horizon 7.5.2 LMS is run on RedHat Linux servers at SJVLS headquarters and is shared by 10 library jurisdictions with:

- 111 physical circulating locations and 3 new locations in progress
- 3 sub-locations
- 1 Envisionware 24-hour library with full checkout and checkin functionality using RFID
- 3 BroDart vending machines (checkout data is loaded from text file)
- 8 bookmobile locations
- 2 virtual locations for eResource
- 10 jurisdiction level headquarters locations
- 1 top level headquarters location (SJVLS)
- Up to 500 concurrent staff users

The libraries actively share the majority of the 3.4 million items, performing over 7,060,000 circulation transactions per year. The 750,000+ borrower records are also used by all system members. Serials control is used by the main libraries, but not in most branches. The acquisitions module is used by five of the members, including use of the EDIFACT order, receipt, and invoice protocol. Some level of preprocessing service is used by most of the libraries.

The Telecommunications Network

The majority of the libraries are on an MPLS connection directly to SJVLS headquarters, but bandwidth varies from 1.5 Mbps to 10 Mbps. Eight of the headquarters/main libraries connect directly to SJVLS via fiber at 50 Mbps, although increases are possible as needed, subject to core network capacity. The SJVLS connection to the Internet is 1 Gbps currently shared by all locations. The 24-hour library connects via DSL and VPN to SJVLS, and the several small school locations also use VPN for access to Horizon. Branch network connections are configured to reserve bandwidth for LMS communication.

Services Sought

All quotes should include both vendor hosted and SJVLS hosted configurations

- 1) Installation of servers, Evergreen components and performance tuning of servers
 - a) Provision of hosting hardware and/or specification for virtualized local hardware

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- b) If vendor hosted, the SJVLS system administrator must have FULL SQL ACCESS to the database including ability to update, insert and delete rows in existing tables, and create new tables.
 - c) Ability to connect to Evergreen database via jdbc for JasperReports
 - d) Installation of production Evergreen LMS software and database on the latest stable release
 - e) Installation of a “test” database which is a nightly copy of the production database
 - f) Installation of SIP servers to support
 - i) Self-check at most locations (Tech Logic, 3M, Bibliotheca, Envisionware)
 - ii) Talking Tech telephone messaging
 - iii) Comprise SmartPay online payments
 - iv) Envisionware PCReservation
 - v) Remote authentication directly from eResource vendors and EZProxy
 - g) Performance tuning of Evergreen to meet the transaction time standards in Appendix A
 - h) Either vendor hosted or local hosted solution must be stable and reliable, providing 99% uptime during business hours of 7 AM to 10 PM PST (excluding planned downtime for upgrades)
 - i) Either vendor hosted or local hosted solution must be available 24/7
 - j) If vendor hosted, a minimum 10 days of backup must be maintained. If locally hosted, vendor will assist with offsite backup configuration
- 2) Training on Configuration and Administration of Evergreen for 13 people, to include at a minimum
- a) loan and request rules
 - b) blocks
 - c) hold restrictions/fulfillment
 - d) item/copy field options
 - e) borrower options
 - f) circulation receipts and notices
 - g) cataloging import/export configuration, including for regular authority control
 - h) spine label printing to label sheets
 - i) user permissions
- 3) Training for staff users on
- a) Circulation and holds (33 people)
 - b) Cataloging (6 people) and item record management (33 people)
 - c) Acquisitions, including EDI (15 people)
 - d) Serials (13 people)
 - e) Reporting (16 people)
- 4) Consultation on transition of Horizon data to Evergreen
- a) Performance implications of migrating jurisdictional codes “as is” versus consolidation to standard
 - b) Guidance on configuring Evergreen data for optimal performance

- 5) Migration of Horizon data
 - a) Migration of required data as listed in Appendix B
 - b) Migration of preferred data as listed in Appendix B

- 6) On-going support for Evergreen functions
 - a) Telephone and email support for Evergreen functional issues
 - b) Troubleshooting functionality
 - c) Support for configuration changes
 - d) Support for integration of standard 3rd party products, e.g. those being developed specifically for the public library market

- 7) On-going support for Evergreen server, including
 - a) Application of latest patches
 - b) Upgrade to stable versions as released on a schedule to be agreed upon
 - c) Performance tuning when required to meet transaction standards

- 8) Development of enhanced item import fields (Appendix C)
 - a) Option to import item information from preprocessing vendors to include
 - i) One item statistical class
 - ii) Floating indicator
 - iii) Age protection values

- 9) Development of streamlined batch item editing functions (Appendix D)
 - a) Direct search and edit functionality on select item information without the need to import values to a bucket

COST PROPOSAL

- 1) Proposals may be prepared in any manner which would best demonstrate outcomes and cost.
- 2) Cost proposal should include the following:
 - a) Cost for each section of “services sought” outlined above in the Scope of Work, including cost differences for vendor-located and SJVLS-located servers.
 - b) If services are provided on an hourly basis, a not-to-exceed cost, for each year of the contract.
 - c) Travel and transportation costs should be broken out separately for any on-site services.

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 County. 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 County 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, the County 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. **DO NOT include in proposal. SJVLS will request if needed.**
 - 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 Fresno County or the San Joaquin Valley Library System:

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. Please provide a narrative description of your ability to accomplish each numbered service listed in the Scope of Work and referenced appendices.
- C. Call out any exceptions to the requirements listed.
- D. Provide 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.

AWARD CRITERIA

A single contract will be awarded for the entire project. 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.

APPENDIX A – PERFORMANCE STANDARDS

Evergreen must meet the following peak load performance standards for 3 years following installation. At the present time peak load is defined as 450 concurrent staff users.

At peak load 90% of transactions should be performed in:

Transaction type	Average response time in seconds
Check in	2
Checkout	2
Borrower record save	4
Item save	2
Keyword search*	3
Import to PO (per title)	< 2
MARC record/item import	< 2
MARC record/item export	< 2

*Excluding top 3% of words

APPENDIX B – HORIZON DATA MIGRATION

Data to be migrated Required data elements indicated with *	Approximate # of records
Authority records*	1,350,00
Bibliographic records* (Retaining tag 001 oclc numbers and tag 999 Horizon bib#)	910,000
Item records <ul style="list-style-type: none"> - Horizon item#* - Location* - call number with prefixes stripped* - itype to circ modifier* - collection to item stat category* - collection/location to floating* - creation date* - last checkout date* - last in house use date* - total CKO* - status* - current borrower (CKO, hold shelf)* - price* - last status update date - copy statement* - check in note * 	3,500,000
Borrower records <ul style="list-style-type: none"> - Horizon borrower number* - Btype* - Borrower stat classes* - All borrower barcodes* - All borrower addresses* - All borrower email address* - All borrower telephone numbers* - Borrower notification preference* - Registration location* - Comments* - Notes - Date of birth* - PIN* - Creation date* - Last CKO date* - Last updated date* - Last authentication date* - Expiration date* - Renewal date - Drivers License No. * - Parent/Guardian name, address, city/state and zip fields* - PAC Access Type - # of CKOs 	765,000

Request data - All unfilled requests with queue position* - All requests in transit hold, hold shelf and expired hold status*	86,000
DebtCollect (Collection Agency assignments) - All debt collection groups* - All data on borrowers in collections*	10 groups 53,500 borrowers
Borrower current blocks*	2,283,00
Borrower history blocks*	Last 4 years 4,260,000
Borrower payment history*	Last 4 years

APPENDIX C - DEVELOPMENT OF ENHANCED ITEM IMPORT FIELDS

Prior to Go Live on Evergreen, SJVLS requires the development of enhanced item import functionality.

Use case:

Some of the libraries in SJVLS have streamlined their acquisition process to minimize the need to edit item-level information upon receipt. Using preprocessing services from various book and media vendors and the floating capabilities in Horizon, the standard workflow is as follows:

1. Items are ordered with all items assigned to the headquarters or processing location rather than individual branches.
2. The vendor catalogs the items and codes the barcode#, call number, location, shelving location (collection/istat), circulation modifier (itype), status (newly received), price, cataloging source (vendor), and any checkin notes (e.g. # of items in a set) into a 949 tag attached to the fully cataloged bibliographic record.
3. When items and bibliographic file are received by the library, the file is loaded and item records are either created or updated, depending on use of the acquisitions module.
4. The physical items are checked in, and those needed to fill requests go into transit. These items will end up assigned to the last location they float to.
5. Items without a pending request are divided up among delivery crates for various branch locations, and (using floating) will be assigned to that location upon check in.
6. Individual item records for new arrivals are rarely manually edited at receipt.

In order to continue this streamlined process, SJVLS would like to import the following values from vendor-supplied subfields in the 949 tag:

1. Age protection – The ability to set this on import will allow SJVLS to reduce the number of circulation modifiers.
2. Floating – items that can float need to have that value set on import, so that checking in newly received items at a floating location will assign the initial home location.
3. Item statistical class – At small branches various genres may be interfiled because the collection is not big enough for a separate shelving location, but we still want statistics on use for collection development purposes.

Example: A rural branch may have small collections of blues and hip hop CDs, so rather than putting them in a separate shelving location, they are interfiled with the “popular music” CDs. The collection development people still want to know if these two small collections are being used, so that they can decide whether to buy more or fewer similar CDs. Without the statistical category assigned on import, it would be much more difficult to get clear use data, and libraries do not have the staff time to manually assign a statistical category to each new item.

APPENDIX D – DEVELOP BATCH ITEM EDITING DIRECTLY FROM SEARCH RESULTS

We are aware of Evergreen's bucket editing feature, but find the workflow much more cumbersome than the current Horizon workflow due to the extra steps required to get the search results into a bucket. We desire to have an item record search and edit interface that would allow the user to:

1. Search using Boolean logic for item level fields including:
 - a. Location
 - b. Circulation modifier
 - c. Shelving location
 - d. Item status
 - e. Due date
 - f. Creation date
 - g. Last checkout date
 - h. Last update date (primarily last status change)
 - i. Item statistical category
2. Have the results of the search display title and any/all of the item information above so that items needing to be changed are easily identified
3. Be able to sort the results list
4. Be able to select items from the search results
5. And from those selected items be able to batch change any of the following:
 - a. Circulating location
 - b. Circulation modifier
 - c. Shelving location
 - d. Item status (excluding circulation-related statuses that trigger other functions)
 - e. Due date
 - f. Item statistical category
 - g. Floating
 - h. Alert message
 - i. Age protection
 - j. Hide from OPAC

Use case scenarios:

A. A pipe bursts overnight at a branch, and it suddenly has to close for a week. Staff would be able to search for all items checked out at the branch with due dates during the closed period, view the results, and select all to change the due date to several days after the anticipated reopening.

B. A library system leases added copies of best sellers for a set period of time. Staff should be able to search for items added in their system prior to a date, with a specific shelving location and owning library. From the search results lists, they should be able to select some or all of the items to add a check in alert to return the item to central processing rather than return to the best seller shelf.

C. A library belatedly realizes that they needed to assign an item statistical class to a group of items purchase for a grant so that they can track use of the grant materials. They know that the items were created between certain dates, and have the list of items. Ideally they could search for items added at select location between two dates, sort the results by title, highlight selected items and go straight to the batch editor to add the item statistical class.