



**SAN JOAQUIN VALLEY LIBRARY SYSTEM
REQUEST FOR QUOTATION
RFQ NUMBER SJVLS 20-004**

**General Purpose Database Package
November 13, 2019**

IMPORTANT: SUBMIT RESPONSE IN SEALED PACKAGE WITH RFQ 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 December 18, 2019.**

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

- Responses will be opened and publicly read at that time. All responses / proposal information will be available for review after contract award.
- Clarification of specifications is to be directed to: Nathan Boyer, phone (559) 600-6282 or e-mail Nathan.Boyer@sjvls.org.

GENERAL CONDITIONS: See "San Joaquin Valley Library System Purchasing Standard Instructions and Conditions for Request for Proposals (RFPs) and Requests for Quotations (RFQs)" 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 (RFQs) AND REQUESTS FOR QUOTATIONS (RFQs)" 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 (RFPs) AND REQUESTS FOR QUOTATIONS (RFQs)

Note: the reference to “bids” in the following paragraphs applies to RFPs and RFQs

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 RFP/RFQ 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 RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ 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 RFP/RFQ. Contact with any other System representative, including elected officials, for the purpose of discussing this RFP/RFQ, 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 RFP/RFQ, 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 (7.975%). 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. This form is available from the IRS to complete online at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. The vendor shall also submit a completed California FTB Form 590 or Form 587 as appropriate.

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 RFP/RFQ, 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 subdivisions, 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 RFQ contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFQ 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 San Joaquin Valley Library System (SJVLS) seeks quotations from qualified vendors to provide subscription online indexing and abstracts to periodical and reference databases with graphical and full-text access covering a broad range of disciplines for the public library audience. These disciplines include, but are not limited to:

- General Business
- Current events and social issues
- Educational resources (K-14 level)
- Consumer Health
- History (general interest and K-14 level)
- Consumer Legal
- Literature (general interest and K-14 level)
- Magazine and newspaper articles
- Science (general interest and K-14 level)
- General interest Spanish language resources

SJVLS also seeks quotes for specialized databases for

- Do-it-yourself automotive maintenance and repair
- Reader's advisory

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 110 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. Current consortium databases include full text periodical databases, full-text reference book articles, newspapers and specialty resources for researchers and small businesses. See the Scope of Work section for details of the resources sought.

KEY DATES

RFQ Issue Date:	November 13, 2019
Vendor Teleconference: (Calling instructions will be posted on www.sjvls.org the week prior)	November 22, 2019 at 1:30 PM PST
Deadline for Written or Fax Requests for Interpretations of Corrections of RFQ:	December 3, 2019 at 3:00 PM PST
Response to Questions Posted:	December 4, 2019
RFQ Closing Date:	December 18, 2019 at 3:00 PM PST
Vendor Presentations:	January 8 -16, 2020 (exact date and location to be arranged)
Trial Access to Database Package:	December 19, 2019 – January 31, 2020

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 QUOTATION

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers, preferably consortia, for whom you have recently provided similar services. Do not include current SJVLS member libraries as references. 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 RFQ.

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 Quotation.

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

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

RESPONSE PREPARATION: Responses should be submitted in the formats shown under "RESPONSE CONTENT REQUIREMENTS" section of this RFQ.

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

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

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

Bidders are asked to submit their responses 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 7.975% 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 responses, excluding proprietary documentation submitted per the instructions of this RFQ, regardless of which response is selected.

ORAL PRESENTATIONS: 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 will 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 RFQ.

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 RFQ 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 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 response 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 RFQ 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 RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

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 vendor for this RFQ, or any competing RFQ, 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 RFQ 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 the SJVLS Electronic Resources Committee. It will be their responsibility to make a final recommendation to the SJVLS Administrative Council.

All bidders will be required to provide a minimum 30-day trial of the proposed package resources, which will be available to member library staff for evaluation purposes.

Finalists will be required to make an oral presentation to the Electronic Resources Committee in a session open to all SJVLS staff and selected member library staff. 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 RFQ 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 RFQ. 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 RFQ. 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.

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 RFQ, shall be a sample of the proposed contract 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 RFQ contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFQ 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 RFQ has been issued by San Joaquin Valley Library System. The System shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

AUTHORIZED CONTACT: All communication regarding this RFQ 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. Contact with any other System representative, including elected officials, for the purpose of discussing this RFQ, 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 RFQ, 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 electronic copy 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 electronic file (i.e.: PDF file) containing the complete proposal excluding trade secrets. The electronic file, on suitable storage media (e.g. USB flash drive) 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 media is not misplaced.**

INTERPRETATION OF RFQ: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ 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 RFQ 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 RFQ 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 3 PM PST on December 3, 2019. Questions must be directed to the attention of Nathan Boyer.
- 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 Nathan Boyer (Nathan.Boyer@sjvls.org). Requesting a read receipt is advised.

SELECTION COMMITTEE: All responses will be evaluated by the SJVLS Electronic Resources Committee. It will be their responsibility to make a final recommendation to the SJVLS Administrative Council.

All bidders will be required to provide a minimum 30-day trial of the proposed package resources, which will be available to member library staff for evaluation purposes.

Finalists will be required to make an oral presentation to the Electronic Resources Committee in a session open to all SJVLS staff and selected member library staff. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

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 RFQ or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration.

CONTRACT TERM: It is System's intent to contract with the successful bidder for a 3 year term. 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 RFQ closes, if requested. **Do not provide with your proposal.**

SCOPE OF WORK

SJVLS is seeking quotations on a package of general databases capable of supporting the varied research needs of customers of a large consortium of public libraries.

SJVLS desires to maintain coverage comparable to the major components of our current package. The list of resources below is included to indicate our current level of coverage. It does not imply that all the listed resources, or their equivalent, must be included in a package proposal.

Current Consortium Resources from EBSCO

- Academic Search Complete
- Auto Repair Source
- Biography Reference Center
- Business Source Complete
- Consumer Health Complete
- Explora
- Funk & Wagnall's Encyclopedia
- History Reference Center
- Hobbies & Crafts Reference Center
- Home Improvement Reference Center
- The Latino American Experience
- Legal Information Reference Center
- Literary Reference Center
- MasterFILE Complete
- Newspaper Source Plus
- Newswires / Web News
- Novelist Plus
- NoveList Plus K-8
- Poetry & Short Story Reference Center
- Points of View Reference Center
- Read It!
- Referencia Latina
- Regional Business News
- Science Reference Center
- Small Business Reference Center
- Small Engine Repair Reference Center

Services Sought

I. Core Content

SJVLS is seeking online products that provide a wide range of predominantly full-text general, K-14, and consumer information. Content of prime interest includes, but is not limited to:

A. General Periodical Database(s)

SJVLS is looking for products that include general periodicals, journals and reference works of interest to a diverse audience of public library users and students at the K-14 level. Desirable subjects include general interest across all subject fields, but specifically including current events, biography, health, consumer legal reference, literature, science and technology.

Products will offer mainly full-text documents and multimedia files. It is preferred that full-text content be deliverable in ASCII and/or HTML text as well as text + image, PDF, or full image formats.

B. Newspaper Database(s)

SJVLS is seeking broad coverage of U.S. and international newspapers. Content specific to California and to the service area of SJVLS (Central California) is preferred.

C. General Interest Spanish Language Resources

SJVLS seeks to provide a collection of Spanish language materials. Resources should address both educational and recreational interests. Preferred content would include reference materials, popular periodicals, and titles from Spanish-speaking communities and countries. Original content in Spanish is preferred; translated materials are acceptable. The collection should also include bilingual materials.

D. General Business Database(s)

SJVLS seeks to provide access to specific information relevant to general business interest. Resources would be targeted toward small businesses and entrepreneurs. Preferred content for small business database(s) would include; United States and international company information; industry research and market data; market and trends analysis in a range of industries, mergers and acquisitions research; current directory information on United States and international companies; and small business management resources including periodicals and small business plans.

E. Auto Repair Database(s)

SJVLS is looking for resources for automotive repair and maintenance. Proposed database(s) would include repair manuals, step-by-step instructions, technical drawings and diagrams, vehicle specifications, maintenance schedules, and service bulletins. The database should support delivery of content in text + image, PDF and full image formats.

F. Readers Advisory

SJVLS is looking for resources for reader advisory services, such as read-a-likes, Lexile scores, and book series information.

II. Technical Requirements**A. Browsers**

The bidder will provide an interface that supports modern browsers and versions currently in use by the majority of web users. The platform shall adhere to World Wide Web Consortium (W3C) recommendations and standards of interoperability.

B. Product Availability

The database(s) should be available 24 hours per day, 365 days per year, with downtime not to exceed 2%, excluding scheduled downtime. If access does not meet these standards, appropriate reimbursement is in order. The vendor should not schedule regular downtime for system upgrades or maintenance during normal library business hours, i.e., between 8:00 AM and 9:00 PM Pacific Time any day of the week.

C. Accessibility

The vendor's products shall conform to level A W3C Web Content Accessibility Guidelines version 2.0 at a minimum. It is preferred that the product(s) conform as follows:

- Level A: all Priority 1 checkpoints are satisfied
- Level AA: all Priority 1 and 2 checkpoints are satisfied
- Level AAA: all Priority 1, 2 and 3 checkpoints are satisfied

D. Mobile Devices

SJVLS prefers that the interface follows Responsive Web Design (RWD) supporting use for mobile devices such as smart phones and tablets. Use of mobile apps should be limited to only those that are freely available or provided by the vendor at no additional charge. Mobile apps are not considered to be a satisfactory substitute for RWD.

E. Authentication

SJVLS libraries use EZproxy for remote user authentication to electronic resources. It is preferred that proposed database(s) will authenticate with EZproxy.

F. Local Configuration

The proposed product interfaces should provide visual and/or textual identification of individual member libraries of the consortium i.e. branding.

G. Authorized Points of Use

Authorized users shall be able to access the system from any computer in an SJVLS member library or from a computer outside an SJVLS member library if authenticated by a current library card from an SJVLS member library.

H. Unlimited Simultaneous Access

Unlimited simultaneous access for authorized users of the products is mandatory to avoid a situation where users could be locked out of the system, thereby causing a potential public relations problem for the libraries.

III. Interface

A. Searching and Search Results

The system should present users with straightforward options for searching the database(s). Search results should be displayed in a logical order, with support for user-driven sorting options. Users should be able to retrieve, print, download or email multiple records in a choice of formats.

B. Translation Services

The system should support translation of the search interface and search results into languages other than English.

C. Citations and Bibliographies

Proposed product(s) must be capable of formatting references into recognized standard citation styles (e.g. APA, MLA).

IV. End Users

All permanent and temporary residents from within the SJVLS service area who hold a valid library card from a member library are considered authorized end users.

A. Individual User Accounts

If the end user can create an individual user account or profile, the bidder shall state their privacy policy and where users may find this policy within the database.

B. Privacy Policy

The bidder shall have a privacy policy that guarantees consortial and institutional confidentiality as well as the confidentiality of individual end users. It is important that the bidder agree not to release, sell, or otherwise provide statistical or other information about SJVLS and its member libraries or end users without permission, except to SJVLS and/or specific participating libraries at their request, or as required in response to legal requirements. SJVLS holds the following expectations:

- No personally identifiable information, including but not limited to log-ins recorded in system logs, IP addresses of end users accessing the system, saved searches, usernames and passwords, will be shared with third parties, except in response to a subpoena, court order, or other legal requirement.
- If compelled by law or court order to disclose personally identifiable information of users or patterns of use, vendor shall provide the library with adequate prior written notice as soon as is practicable, so that the library and its users may seek protective orders or other remedies.
- The bidder will notify the library and users as soon as possible if the vendor's systems are breached and the confidentiality of personally identifiable information is compromised.

C. End User Help

Proposed product(s) should provide end users with online guides to the interface and key features. Embedded contextual help within the user interface should be available. Instructional materials that can be adapted or customized then printed for local use are desired.

V. Administration and Support

A. Customer (SJVLS and Library Staff) Support

Customer support for library staff assisting users should be available between the hours of 9 AM and 9 PM Pacific Time. Both phone and email support are preferred.

B. Technical Support

Technical support for down systems should be available 24/7. Support for setup and configuration should be available between the hours of 7 AM and 6 PM Pacific Time, Monday through Friday.

C. Administrative Interface

An administrative interface for configuration and reporting should allow for multiple named users with tiered permissions. The intent is to allow member libraries some control over branding and configuration of the interface for their users and retrieval of their statistics without giving them access to change consortia-level settings.

D. Reporting

The proposed system should be capable of collecting, filtering and distributing a variety of informative usage statistics to SJVLS and the individual member libraries. Reports should meet the COUNTER 3.0 standard.

E. Promotion and Marketing

The bidder shall make available a variety of promotional materials both in print and electronic format. Some of these materials can be customized by libraries for local use.

F. System Changes and Enhancements

The bidder must notify SJVLS in advance of any major or minor system changes that affects the use or display of proposed systems.

VI. Transition and Implementation**A. Training for SJVLS and Library Staff**

The bidder will conduct live training, either on-site or online, for SJVLS and library staff prior to the product going live. The training session should include an overview of the products and how they work, what the products look like to the end user, how to use the administrative systems (if appropriate) and support pages, how to read and request usage reports, and how to contact the bidder for content and technical support.

B. Transition

SJVLS member libraries receiving access to the database(s) out of contracts arising from this RFQ may be new customers of the vendor(s) that receive the award, or they may be continuing customers who may already subscribe to some of the same product(s). Bidders must have a plan in place to ensure sign-up and installation by the beginning of the contract period.

COST PROPOSAL

- A. For purposes of calculating cost the following is background information:
- a. Population Served: 2,958,299
 - b. Number of Borrowers: 625,000
 - c. Official subscriptions start August 1, but a minimum 3-week setup/testing period prior to Go Live is required.
- B. Proposals should breakout the annual subscription costs for 2020/2021, 2021/2022, and 2022/2023 in the categories listed in Scope of Work section I as grouped below.
- a. Core content categories A, B, C and D combined into one package (General, Newspaper, Spanish, Business)
 - b. Core content category E (Automotive) as separate bid
 - c. Core content category F (Readers Advisory) as separate bid
 - d. Responses may also include a “bundled discount” incentive for all 3 category groups, but failure to bid all 3 will not cause an automatic rejection of a proposal.
- C. Each resource included should be listed with its associated cost. Anything included at no cost should indicate such.
- D. Due to the desirability of cross database search capabilities and consistency of user experience, it is the intent to award content categories A-D to a single vendor. Content categories E and F may be awarded separately, or as part of a bundle.
- E. Any additional content included in proposals beyond that specified in the scope or work will be considered in the event of substantially similar ratings between vendors.

RESPONSE CONTENT REQUIREMENTS

Vendors 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 Vendor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within SJVLS. In this section the vendor 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 Counsel for compliance with conflict of interest as part of the review process. The Vendor 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 response 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 Response 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. Describe any terminated contracts for services similar to vendor's current bid for the RFQ 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
- H. Describe any pending lawsuits or legal actions:
 1. Location filed, name of court and docket number
 2. Nature of the lawsuit or legal action
- I. Describe any past payment problems with SJVLS or the County of Fresno:
 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:
 1. Provide answers or a narrative for the items in the Scope of Work and in Appendix A.
 2. 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."

3. 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 but must include the details specified above in SCOPE OF WORK, COST PROPOSAL, part B (page 29). Include rates for all services, materials, equipment, etc. to be provided under the proposal.
 - XI. STANDARD LICENSE AGREEMENT: include a copy of any standard licensing agreement language.

AWARD CRITERIA

Contracts will be awarded based on ability to meet the requirements in Scope of Work. 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

Assessment of the ability of the quoted package to meet SJVLS needs based on:

- A. Responses to the narrative questions in Appendix A
- B. Vendor presentation (evaluation of Electronic Resource Committee and feedback from others attending)
- C. Evaluations submitted by member libraries based on trial access to the products
- D. References

APPENDIX A – NARRATIVE RESPONSE QUESTIONS

The Vendor shall provide responses to the following questions.

I. Content (indicate Not Applicable if not bidding that content)

A. General Periodical Database(s)

1. Briefly describe the general periodical database product(s) being proposed.
2. Provide access to a complete listing of titles, including full-text, start/stop dates, and coverage policies.
3. How many total titles are included in your proposed periodical database(s)?
4. How many current full-text titles are included?
5. What is the average length of back file provided for current full-text titles?
6. Briefly describe the full-text formats (e.g., text, text and graphics, page image, etc.) available for full-text content.
7. If you are proposing to include multiple periodical databases, is there any overlap between them?
8. How many full-text titles have embargoes? Provide access to a list of embargoed titles, including details of the embargo period.
9. How many exclusive titles are included?
10. Provide a list of the top 100 publications retrieved most often from the proposed database(s).

B. Newspaper Database(s)

1. Briefly describe the newspaper database product(s) being proposed.
2. Provide access to a complete listing of titles, including full-text, start/stop dates, and coverage policies.
3. How many current full-text California newspapers are included in your proposed database?
4. How many total full-text newspapers are included in your proposed database?
5. Briefly describe newspaper content that is included in the proposed database (e.g., letters to the editor, opinion/editorials, corrections, advertisements, obituaries and death notices, syndicated columnists, etc.).
6. How many full-text newspapers have embargoes? Provide access to a list of embargoed titles, including details of the embargo period.
7. How many full-text titles have been added in the previous 12 month period?
8. Indicate which titles, if any, are exclusive to the proposed database(s).

C. General Interest Spanish Language Resources

1. Briefly describe the Spanish language product(s) being proposed.
2. Provide access to a complete listing of titles, including full-text, start/stop dates, coverage policies, and type of resource as appropriate.
3. How many full-text titles are available?
4. In addition to full-text, what resources are included in the proposed database?
5. Are there any embargoes on resources in the proposed database(s)?
6. What exclusive content, if any, is included?
7. Provide a list of the top 100 resources most often retrieved from the proposed database.

D. General Business Database(s)

1. Briefly describe the small business database product(s) being proposed.
2. Provide access to a complete listing of titles, including full-text, start/stop dates, coverage policies, and type of resource as appropriate.
3. How many full-text titles are available?
4. In addition to full-text, what resources are included in the proposed database?
5. Are there any embargoes on resources in the proposed database(s)?
6. What exclusive content, if any, is included?
7. Provide a list of the top 100 resources most often retrieved from the proposed database.

E. Auto Repair Database(s)

1. Briefly describe the auto repair database product(s) being proposed.
2. Describe the coverage provided by the database (e.g., domestic and imported vehicle manufacturers, model years, etc.)
3. What types of resources are included in the database (e.g., service manuals, diagrams, bulletins, etc.)?
4. What multimedia resources, if any, are included in the proposed database?

F. Readers Advisory Database(s)

1. Briefly describe the readers advisory product(s) being proposed.
2. Describe the search options, such as age, genre, series, etc.
3. Describe options for integrating the database with member websites and Horizon Enterprise.

II. Technical Requirements

Certain technical standards may not be applicable to the product(s) being quoted under this RFQ. If a vendor believes any of the requirements in this section do not apply to the products being quoted, please indicate “does not apply” and elaborate as necessary.

A. Browsers

1. What browsers and versions are supported by the proposed database(s)?
2. What are the minimum and recommended screen resolutions for the bidder’s interface?
3. What, if any, plug-ins and applications are used by the interface? Browser plug-ins should be limited to those that are either available for free online or are provided by the bidder at no additional charge.

B. Product Availability

1. How many hours a week are your database products available?
2. Describe or list your regularly scheduled maintenance hours.
3. Describe the method for notifying SJVLS libraries and users prior to scheduled downtime, including the lead time typically provided for notification.
4. State the actual hours of availability based on data on system availability during the most recent 12 months. Or conversely, state the actual hours during which the system was unavailable during the most recent 12 months.
5. Describe any reimbursement provisions for excessive downtime.

C. Accessibility

1. Does the interface support assistive software or devices (screen readers, large print interfaces, voice-activated input, alternative keyboard or pointer interfaces)?
2. Provide a list of screen readers (e.g., JAWS) that are supported by each product or platform.
3. Describe the extent to which your database product or products are or are not ADA accessible and list any known incompatibilities.
4. Describe how your database product(s) do or do not meet or comply with the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0 as found at <http://www.w3.org/TR/WCAG20/>
5. Describe how the database product(s) do or do not meet or comply with the US Government’s Section 508 Guidelines, specifically with the requirements for “Web based intranet and internet information and applications,” sub-section 1194.22 located at: <http://www.section508.gov/content/learn/standards/quick-reference-guide#1194.22>. A current Voluntary Product Accessibility Template (VPAT) may be provided to demonstrate compliance with federal Section 508 guidelines.

D. Mobile Devices

1. Describe the products' support for mobile devices such as smart phones and tablets.
2. Is the user interface fully compatible with Responsive Web Design (RWD) principles, providing an optimal viewing and interaction experience across a wide range of devices from desktop computer monitors, to tablets, and mobile phones?
3. Mobile apps are not considered to be a satisfactory substitute for RWD; however, if mobile apps are available for the database product(s) being proposed, briefly describe the app(s), their functionality (or lack of same) in relation to the standard interface, and provide a listing of platforms for which they are available.
4. If mobile access requires use of an alternate "mobile" web interface, indicate which devices and/or mobile browsers are supported, and whether access from these devices is automatically redirected to the appropriate interface.

E. Authentication

1. Will the proposed database(s) authenticate via EZproxy?
2. Does the vendor update customers when changes require modification to the EZproxy configuration?
3. If EZproxy authentication is not supported, list and describe the authentication methods that are available.

F. Local Configuration

1. Describe search and result customization capabilities available within the proposed product(s). Are such changes customer-wide, or can profiles be created for different libraries or user groups?
2. Describe how interface screens can be customized/branded so that they can display logos, provide statements of credit, and local links unique to individual libraries. Specify where in the search interface the customization or branding will be displayed, and on which screens it will appear (search, results, etc.).
3. Describe the technical specifications used or required for customization, e.g. graphic file types, size of files (in pixels and/or inches), support for HTML including linking capabilities, any limitations on length of text messages, etc.).
4. Describe how consortia-wide branding or customization can be applied or inherited without individually editing each individual library account.

III. Interface

A. Searching and Search Results

1. Is traditional search functionality (e.g., Boolean, truncation, proximity operators) available? Describe any features designed to aid the novice searcher in implementing these functions.
2. Describe any automatic stemming functionality.

3. Describe any spell checking functionality. Does the system suggest alternate spellings?
4. Describe search limits that are available (e.g., date, peer reviewed, article type, full-text availability).
5. Describe any “natural language” searching capability.
6. If multiple databases or database products are proposed, to what extent can they be searched simultaneously? How are duplicate results handled?
7. Describe sort options for search results. What facets or limiters are available for the initial search results?
8. Describe search results output options (e.g., print, download, e-mail, persistent URLs, other).
9. Does the system support revision or reuse of previous searches?
10. Are context-sensitive help screens available? Describe any online help system provided by the database product(s) being proposed.
11. Describe any search “widgets” or similar services available to libraries that would enhance access to the database product(s) proposed.
12. Does the system support pushing results to social media sites and/or RSS feeds?
13. Describe any aids for the unsophisticated searcher not already addressed.
14. Describe any other significant search interface functions or features not already addressed.

B. Translation Services

1. Does the system support translation of the search interface and search results into languages other than English?
2. Describe the current translation capabilities and languages offered by the proposed product(s). Include additional capabilities that may be planned for future development and product enhancements.

C. Citations and Bibliographies

1. Are standard citation styles available for each document, and if so, which styles?
2. In a consortial account setup, can individual libraries change the default citation style(s)?
3. Do the proposed products include citation management features? If so, describe them.
4. Are the database products compatible with (able to easily export citations to) third-party citation management programs? If so, specify which programs are supported.

IV. End Users

A. End User Accounts

1. Describe whether, once authenticated and authorized, end user accounts/profiles can be created for the product(s).
2. If the end user can create a profile, provide the current privacy policy related to that account.
3. Describe any functionality that the creation of such a profile permits.
4. Describe how that user profile is associated with a specific library.

B. Privacy Policies

1. Provide electronic copies of any relevant existing confidentiality and privacy policies or statements, including any applicable to end users, and/or provide a statement of the bidder's commitment to confidentiality and privacy specific to this RFQ that addresses the following:
 - a. The bidder should affirm that no personally identifiable information, including but not limited to log-ins recorded in system logs, IP addresses of end users accessing the system, saved searches, usernames and passwords, will be shared with third parties, except in response to a subpoena, court order, or other legal requirement.
 - b. The bidder should affirm that if compelled by law or court order to disclose personally identifiable information of users or patterns of use, vendor shall provide the library with adequate prior written notice as soon as is practicable, so that the library and its users may seek protective orders or other remedies.
 - c. The bidder should agree to notify library and users as soon as possible if the vendor's systems are breached and the confidentiality of personally identifiable information is compromised.

C. End User Help

1. Describe what point-of-use help and/or instructional materials are available to end users. Provide a sample or link to an example of these materials.
2. Describe, or provide samples of, any instructional materials that can be adapted or customized for local use. In what electronic format(s) are these materials provided?
3. What options are available to aid end users experiencing technical problems?

V. Administration and Support**A. Library Staff Support**

1. Describe the support available to library staff assisting end users.
2. What options (e.g., e-mail, web, chat, phone, etc.) are available to reach customer service staff? Indicate if a phone number is toll-free.
3. In Pacific Time, state the hours that customer service is available.
4. Provide Customer Service statistics for the most recent six months. How many total issues were reported? How many issues were resolved within 4 hours of service initiation? How many issues were resolved within 24 hours of service initiation?
5. Do you maintain a customer email list or online forum for soliciting assistance/advice from other customers?

B. Technical Support

1. Describe any instructional materials for troubleshooting system problems? Provide a sample or link to an example of these materials.

2. What options (e.g., e-mail, web, chat, phone, etc.) are available to reach technical support staff? Indicate if a phone number is toll-free.
3. Do you have a trouble ticket system by which staff can check the status of a reported problem?
4. In Pacific Time, state the hours that technical support is available.
5. Provide Technical Support statistics for the most recent six months. How many total issues were reported? What is your average time to:
 - a. Respond to trouble report?
 - b. Respond to a request for setup/configuration assistance?
 - c. Resolve a trouble report?

C. Administrative Interface

1. Describe any limits on the number of user accounts that can be created for administration of the service and for reporting.
2. Describe the permissions that can be granted to user accounts and any ability to provide some users access to features such as branding and reporting without providing access to all administrative features.
3. Provide details of the configuration options.

D. Reporting

1. Describe/list the specific usage statistics that are available.
2. Describe the time intervals for which statistics can be generated (hourly, monthly, annually, etc.).
3. Indicate which of the following are available:
 - a. Total search sessions
 - b. Total number of (non-overlapping) searches
 - c. The number of unique users
 - d. The number of citation/full text requests/views/downloads/exports, etc.
 - e. Number of document requests per source (such as individual periodical titles)
4. Enumerate the complete list of levels at which statistics can be generated in a consortial situation.
5. Will the bidder provide usage statistics to the consortium manager on request, and/or periodically?
6. Can statistics be obtained on demand without vendor intervention whenever desired?
7. Can statistical reports be set to run automatically, and be e-mailed to SJVLS libraries at set

intervals?

8. Are usage statistics COUNTER/SUSHI compliant, and if so, at what level(s)?
9. For usage reports generated by the bidder's system, are relevant metadata (title of the report, time period covered, any other parameters set by the requestor) included within the body of the report itself, and/or in the text of the e-mail message that accompanies a report?
10. How long are statistics retained by the bidder's system?
11. How are searches counted when a product allows the end user to search multiple databases and/or resources in a single query?

E. Promotion and Marketing

1. Describe the type(s) of assistance bidder will offer to assist libraries in promoting electronic database products to the public.
2. Describe any public service announcements, or other mass media marketing that your company provides.
3. Does your company employ web-based or social media marketing (e.g., Google keywords, Facebook ads, SEO, etc.)? If so, describe any efforts in this area that your company is prepared to provide as part of this contract, or for additional cost (specify the cost in the cost proposal).
4. Describe promotional materials you can provide, such as bookmarks, posters, table tents, shelf hangers, etc. Provide sample materials or a link to the availability of such materials online.
5. How many physical copies of these aids will be provided free-of-charge to member libraries on request? What is the cost for additional physical copies? Are additional copies available for download?
6. Describe, or provide samples of, any marketing or promotional materials that can be adapted or customized for local use. In what electronic format(s) are the materials provided for editing and/or to support local printing? (This is separate from end user training or instructional materials mentioned in IV.C. – End User Help.)

F. System Changes and Enhancements

1. Describe the customer notification policies and mechanisms regarding system and content changes in the following areas:
 - a. Describe notification methods when content is dropped from or added to your database products. How often are these notifications provided?
 - b. Describe notification methods for platform or interface changes or enhancements. How much in advance of implementation are such notices made available?

- c. Describe notification methods for scheduled downtimes. How much in advance of scheduled downtimes is such notice made available?
- d. Describe any other significant communication services made available to customers (libraries and/or end users).

VI. Evaluation

A. Product Trials

1. Describe how you will make your offerings available for the trial period.

VII. Transition and Implementation

A. Training for Library Staff

1. Provide sample training and instructional materials or provide a link to the availability of such materials online.
2. For any training proposed, is there a limit to how many staff can attend?
3. If training is online, can it be archived and retrieved later?

B. Transition

1. Describe how your company will ensure that all member libraries will have products installed and successfully available to their customers by the start of contracted service. Clearly delineate roles, responsibilities, and timelines of your company representatives and of SJVLS libraries' representatives.
2. Describe your expectations of the role of SJVLS and its staff in implementing the transition.
3. Provide electronic copies of any paperwork or forms that will be used in managing the transition.
4. For bidders who expect to be dealing with current customers, describe how you would reaffirm with those customers that a new consortial contract is in place and the libraries have this opportunity to re-evaluate their setup options, make changes, and confirm that everything is working, etc.