



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

**NUMBER SJVLS 24-002**

**LIBRARY BARCODE LABELS**

**Issue Date: August 14, 2023**

**Closing date of bid will be at 3:00 p.m.,  
on September 5, 2023.**

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

- All Questions and Responses must be electronically submitted to: [Christopher.Wymer@sjvls.org](mailto:Christopher.Wymer@sjvls.org).
- For assistance, contact Christopher Wymer at (559) 600-6256.

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

**BIDDER TO COMPLETE**

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

COMPANY

CONTACT PERSON

ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

E-MAIL ADDRESS

SIGNED BY

PRINT NAME

TITLE

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## KEY DATES

RFQ Issue Date: August 14, 2023

Vendor Conference: Friday August 25, 2023, at 10:00 a.m.

### ONLINE VIA MICROSOFT TEAMS

Bidders' Conference will be held online via Microsoft Teams. Bidders must email Purchasing Agent at Christopher.Wymer@sjvls.org by 3:00 p.m. on Wednesday August 23, 2023, to receive link and instructions.

Written Questions for RFQ Due: Wednesday August 23, 2023, at 3:00 p.m.

Questions must be submitted to Purchasing Agent at Christopher.Wymer@sjvls.org.

RFQ Closing Date: Tuesday September 5, 2023, at 3:00 p.m.

Quotations must be electronically submitted via email to Christopher.Wymer@sjvls.org.

### VENDOR CONFERENCE:

A vendor conference will be held in which the scope of the project and quotation requirements will be explained. Addenda will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the vendor conference.

Bidders must RSVP by contacting Purchasing Agent by email at Christopher.Wymer@sjvls.org. Bidders' Conference will be cancelled if there are no RSVP's.

## OVERVIEW

The San Joaquin Valley Library System (SJVLS) is requesting bids for single and double barcode labels.

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 114 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.]

## BID INSTRUCTIONS

- Bidders must electronically submit bid package in pdf format, no later than the quotation closing date and time as stated on the front of this document, to the purchasing agent at Christopher.Wymer@sjvls.org. The San Joaquin Library System (System) will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.
- Bids received after the closing time will NOT be considered.
- All quotations shall remain firm for 180 days.
- 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.
- ISSUING AGENT/AUTHORIZED CONTACT: This RFQ/RFP has been issued by San Joaquin Valley Library System. The System's purchasing contact shall be the vendor's sole point of contact with regard to the RFQ/RFP, its content, and all issues concerning it.

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

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

- **APPEALS:** Appeals must be submitted in writing within seven (7) business days after notification of proposed recommendations. Appeals should 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) 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.

## GENERAL REQUIREMENTS & CONDITIONS

**LOCAL VENDOR PREFERENCE:** The Local Vendor Preference and Disabled Veteran Business Enterprise does apply to this Request for Quotation.

**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.

**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 Wednesday August 23, 2023, at 3:00 p.m. Questions must be directed to the attention of Chris Wymer, Administrative Librarian.
- 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 Christopher Wymer (Christopher.Wymer@sjvls.org) or delivered to San Joaquin Valley Library System.

**EXCEPTIONS:** Please provide any exceptions to the general requirements and conditions taken by the bidder. If exceptions are not noted, System will assume that all bidder's quotation meets those requirements.

**AWARD:** Award will be made to the vendor(s) offering the services, products, prices, delivery, equipment, and system deemed to be the best advantage of the System. Past performance (System contracts within the past seven years) and references may be a factor in awarding of a contract. System shall be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by SJVLS.

**RIGHT TO REJECT BIDS:** System reserves the right to reject any and all bids and to waive informalities or irregularities in bids. Failure to respond to all questions or to supply the requested information could result in rejection of your quotation.

**CODES AND REGULATIONS:** All work and material to conform to all applicable state and local building and other codes and regulations.

**SALES TAX:** SJVLS pays California State Sales Tax regardless of vendor's place of doing business.

**TAXES, PERMITS & FEES:** The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

**TAXES, CHARGES AND EXTRAS:**

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

**SPECIFICATIONS AND EQUALS:** Brand names, where used, are a means of establishing quality and style. Bidders are invited to quote their equals. Alternate offers are to be supported by literature, which fully describes items that you are bidding.

No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder, in the designated places. If no exceptions or deviations are shown, the bidder will be required to furnish items exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of bidder.

**LITERATURE:** Bidders shall submit literature, which fully describes items on which they are bidding, not later than the closing date of this bid. Any and all literature submitted must be stamped with bidder's name and address.

**MERCHANDISE RETURNABLE FOR FULL CREDIT:** Bidder agrees to accept for full credit any merchandise sold by them on contract or award resulting from this bid, if returned in good condition by the System.

**GUARANTEE AGAINST DEFECTS:** All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

**PACKAGING:** Each item listed in the bid gives as part of its description the minimum packaging size that the System would order. The System feels it more reasonable to order the successful bidder's standard "carton" sizes; therefore, each bidder is asked to fill in the information for each item. Normally the circumstances resort to minimum package size orders. Be sure to fill in your "standard" carton size on the quotation schedule if different than stated.

Quote separate prices on each individual item in System unit of measure (e.g. EA, DZ, PG, not your standard carton price).

**SAMPLES:** On request, samples of the products on which you are bidding shall be made available to the System. System will designate where samples are to be delivered.

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.

Successful bidder's samples may be retained for checking against delivery, in which case allowance will be made to vendor.

**VENDOR ASSISTANCE:** Successful bidder shall furnish, at no cost to System, a representative to assist System in determining its product requirements.

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

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

**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.

**PRICES:** Bidder agrees that prices quoted are a maximum for the contract period, and in the event of a price decline such lower prices shall be extended to SJVLS. Prices shall be quoted F.O.B. destination.

**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.

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

**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.

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



1. Employees of the System or public agencies for which the Administrative Council is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No System employee, whose position in the System enables him to influence the selection of a contractor for this 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.

**INVOICING:** All invoices are to be delivered to the San Joaquin Valley Library System office, 2420 Mariposa Street, Fresno, CA 93721. Reference shall be made to the purchase order/contract number on the invoice.

**PAYMENT:** Upon satisfactory completion of work, specified herein and approval by System, payment will be made in full. Terms of payment will be net forty-five (45) days. System will consider the bidder's cash discount offer, as previously stated under the General Terms and Conditions in lieu of the net forty-five (45) days payment terms.

**CONTRACT TERM:** It is the System's intent to contract with the successful bidder for a term of (3) years.

**RENEWAL:** Agreement may be renewed for a potential of two (2), one (1) year periods, based on the mutual written consent of all parties.

**QUANTITIES:** Quantities shown in the bid schedule are approximate and System guarantees no minimum amount. System reserves the right to increase or decrease quantities.

**ORDERING:** Orders will be placed as required by San Joaquin Valley Library System.

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

**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.

**SELF-DEALING TRANSACTION DISCLOSURE:** Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the System. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form and submitting it to System prior to commencing with the self-dealing transaction or immediately thereafter.

**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.

**MATERIALS TO BE NEW:** All materials shall be new and of merchantable grade, free from defect. No bid will be considered unless it is accompanied by a complete list of manufacturer's catalog numbers of the items, which the bidder proposes to furnish, together with full descriptive literature on all items so enumerated. If item proposed differs from these specifications, bidder shall present specific explanation of functioning and structural characteristics for those details which differ from the specifications listed herein.

**SAFETY DATA SHEETS:** With the invoice or within twenty-five (25) days of delivery, the seller must provide to the System a 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.)

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

**INSPECTION:** All material and workmanship shall be subject to inspection, examination and test by System at any and all times during which manufacture and/or construction are carried on.

System shall have the right to reject defective material and workmanship or require its correction.

**STANDARD OF PERFORMANCE:** All work shall be performed in a good and workmanlike manner.

**SAFEGUARDS:** The contractor shall provide safeguards, in conformity with all local codes and ordinances as may be required.

**GUARANTEE:** The successful bidder shall fully guarantee all aspects of the project for the minimum period of one (1) year. Such one (1) year period shall commence upon the date of final acceptance by System. The guarantee shall include but in no way be limited to workmanship, equipment and materials.

**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.

**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.

**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.

**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.

**OBLIGATIONS OF CONTRACTOR:** Contractor 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.

**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.

**DATA SECURITY:** Individuals and/or agencies that enter into a contractual relationship with the System for the purpose of providing services must employ adequate controls and data

security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the System, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of System data including sensitive or personal client information; abuse of System resources; and/or disruption to System operations.

Individuals and/or agencies may not connect to or use System networks/systems via personally owned mobile, wireless or handheld devices unless authorized by System for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (System or Contractor device) or brought in for use into the System's system(s) without prior authorization from System's Administrative Librarian and/or their designee(s).

No storage of System's private, confidential, or sensitive data on any hard disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The System will immediately be notified of any violations, breaches or potential breaches of security related to System's confidential information, data and/or data processing equipment which stores or processes System data, internally or externally.

System shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to System's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by System in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notifications.

**AUDITS 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 SJVLS, Fresno County, 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 (3) 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.

**BIDDER TO COMPLETE:**

**GUARANTEED PICK UP AND/OR DELIVERY:** Bidder will be considered in award of bid only if they can guarantee. Enter guarantee on this line (i.e. number of days from receipt of order to delivery):

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**WARRANTY AND SERVICE LOCATION:**

State the warranty and/or guarantee provisions applicable to this equipment or attach warranty form with your bid.

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State specific location, where service and/or maintenance can be obtained. Failure to furnish this information will be cause for rejection of bid.

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**ADDITIONAL ITEMS:**

The County may require additional items from those in bid schedule.

Price list for additional items:

A [ ] percent discount from manufacturer's enclosed price list will be allowed on purchases of all additional items.

State name of price list, indicate applicable price column and give effective date of price list here:

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Prices on additional items will be based on successful bidder's firm discount prices from manufacturer's current published price list. Successful bidder will be required to file any new price list that may become effective during the life of the contract with the County of Fresno Purchasing Manager within thirty (30) days of its becoming effective.

State Purchase Order mailing address:

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**MINIMUM ORDER:** Bidder to state minimum order quantities and charges for less than minimum order quantity (if not stated it will be assumed there are none).

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**SUBCONTRACTORS:**

List all subcontractors that would perform work in excess of one-half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

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## INSURANCE REQUIREMENTS

### INSURANCE:

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

#### A. Commercial General Liability

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

#### B. Automobile Liability

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

#### C. Professional Liability

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

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

#### D. Worker's Compensation

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

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

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

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

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



**PARTICIPATION**

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

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

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

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

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

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(Authorized Signature)

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Title

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

SJVLS SERVICE AREA LOCAL VENDOR BID  
PREFERENCE  
AND  
DISABLED VETERAN BUSINESS ENTERPRISE BID  
PREFERENCE

The Local Vendor and Disabled Veteran Business Enterprise Preferences apply to this RFQ.

Whenever purchasing agent purchases supplies, materials and/or equipment through the use of competitive bids, purchasing agent, in evaluating the price or bid for such supplies, materials and/or equipment shall determine if each bidder is a SJVLS Service Area Local Vendor (Local Vendor) and/or a Disabled Veteran Business Enterprise (DVBE). Bidders that are either a Local Vendor or a California State Certified DVBE may be granted a preference when determining the award of a bid. Local Vendor and DVBE, for the purposes of this section, are defined below.

A. SJVLS Service Area Local Vendor (Local Ve)

1. The vendor 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. The vendor holds any required business license by a jurisdiction located in Merced, Mariposa, Madera, Fresno, Kings, Tulare or Kern Counties; and
3. The vendor 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.

B. Disabled Veteran Business Enterprise (DVBE)

A vendor must be certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) as of the close of the competitive bid process in which they are participating. State certification as a DVBE is issued by the California Department of General Services.

Other Conditions

1. Any vendor claiming to be a Local Vendor as defined above, or a DVBE shall so certify in writing to the purchasing agent. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have sole discretion to determine if a vendor meets the definition of a Local Vendor.
2. Any person or business falsely claiming to be a Local Vendor or DVBE under this section shall be ineligible to transact any business with the System for a period of not less than three (3) months and not more twenty-four (24) months as determined at the sole discretion of the purchasing agent. The purchasing agent shall also have the right to terminate all or any part of any contract entered into with such person or business.
3. In the event that the purchasing agent rejects a vendor's claim that they are a Local Vendor and/or a DVBE, and as such declares them to be ineligible, such vendor shall be entitled to a public hearing before the SJVLS Administrative Council and a five (5) day notice of the time and place thereof.
4. This section shall not apply to contracts required by state or federal statutes or regulations to be awarded to the lowest responsible bidder or otherwise exempted from local preference.

Preferences

Local Vendors and DVBEs that submit a bid within five percent (5%) of the lowest responsive and responsible bid will, under certain specified circumstances, qualify to submit a new bid within two business days of notification. Such new bids must be in an amount less than or equal to the lowest responsive and responsible bid previously determined by the purchasing agent. If the purchasing agent receives new bids from qualifying Local Vendors and/or DVBEs, they shall award the contract to the Local

Vendor or DVBE that submits the lowest responsive and responsible bid. If no new bids are received, the contract shall be awarded to the original low bidder as announced by the purchasing agent. The lowest responsive and responsible bid shall be solely determined by the purchasing agent.

The purchasing agent will consider the following four categories of bidder relative to the SJVLS Local Vendor Preference and the Disabled Veteran Business Enterprise Preference.

Vendor Preference Categories

- 1) Local Vendor – SJVLS Local Vendor as defined above.
- 2) DVBE – Disabled Veteran Business Enterprise as defined above; a DVBE is not also a Local Vendor unless specifically designated as such.
- 3) Local Vendor & DVBE – A vendor that is both a SJVLS Local Vendor and Disabled Veteran Business Enterprise as defined above.
- 4) VNP – Vendor No Preference; A vendor that is neither a SJVLS Local Vendor nor a Disabled Veteran Business Enterprise.

The following table identifies the various combinations of vendor preference categories that could be received in response to an RFQ. It also indicates when a vendor qualifies for a re-bid under either the Local Vendor or DVBE Preference.

The first column of the table identifies the Vendor Preference Category of the bidder that the purchasing agent has determined to be the lowest cost, responsive and responsible bidder. Each vendor preference category is shown in the columns to the right. The table indicates when a vendor category qualifies for a re-bid relative to the low bid category in the first column (read left to right).

<b>Low Bid Submitted by Vendor Preference Category</b>	<b>Local Vendor &amp; DVBE</b>	<b>Local Vendor</b>	<b>DVBE (Not a Local Vendor)</b>	<b>VNP</b>
<b>Local Vendor &amp; DVBE</b> Award to Low Bid No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity
<b>VNP</b> Award Subject to Preference Re-bid	May Re-bid when within 5% of low bid	May Re-bid when within 5% of low bid	May Re-bid when within 5% of low bid	No Re-bid Opportunity
<b>Local Vendor</b> Award Subject to Preference Re-bid	May Re-bid when within 5% of low bid	No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity
<b>DVBE (Not a Local Vendor)</b> Award Subject to Preference Re-bid	May Re-bid when within 5% of low bid	May Re-bid when within 5% of low bid	No Re-bid Opportunity	No Re-bid Opportunity

Applying the Preferences

In determining the award of a Request for Quotation (RFQ), the purchasing agent will first identify the lowest cost responsive and responsible bidder, and award will be made to that vendor when such vendor is both a Local Vendor and a DVBE.

If the lowest such bidder is not a Local Vendor, it will be determined if the Local Vendor Preference and/or the DVBE Preference are applicable to other bidders. The preferences will then apply to bids submitted by Local Vendors and DVBEs that are within 5% of the designated low bid. The vendors submitting bids that are within the 5% will be granted an opportunity to submit a new bid. It must be stressed that in the event of a tie between a Local Vendor and a DVBE that is not a Local Vendor, the Local Vendor shall take precedence in award of the contract.

When the lowest responsive and responsible bidder is a Local Vendor, other bidders who are both Local Vendors and DVBEs will have the opportunity to re-bid.

When the lowest responsive and responsible bid is from a non-local DVBE, all Local Vendors will be offered a re-bid opportunity.

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PREFERENCE CERTIFICATION  
LOCAL VENDOR  
AND/OR  
DISABLED VETERANS BUSINESS ENTERPRISE

The SJVLS Local Vendor Preference (Local Vendor) and the Disabled Veteran Business Enterprise Preference (DVBE) are applicable to this Request for Quotation as previously explained.

Qualified Vendors that desire consideration as a Local Vendor and/or a DVBE under this RFQ must complete the "Statement of Local Vendor Certification" and/or the "Statement of DVBE Certification", each is included below, and submit it/them as a part of their quotation. Late submittals of these certification forms will not be considered. Submission of either or both certifications will qualify the vendor for treatment as a local vendor or a DVBE for purposes of this RFQ only. The certification(s) made under this RFQ do not qualify the vendor for a preference under any other RFQ.

**NOTIFICATION OF RE-BID**

If a vendor's bid qualifies under the SJVLS Local Vendor Preference or the DVBE Preference, the vendor will be notified of his/her opportunity to re-bid. If so notified, the Vendor must submit his/her re-bid within two business days of notification.

Notification will be issued by e-mail or Fax, whichever is preferred by the vendor. Notification to Vendor shall be considered complete upon System's transmission of e-mail or Fax. It will be the vendor's responsibility to check his/her e-mail or Fax messages for notification. The vendor's delay in retrieval of his/her notification will not alter the two (2) business day period allowed for re-bid submission.

**Local Vendor or DVBE TO COMPLETE:**

Indicate ONE method for notification of re-bid opportunity by providing the appropriate e-mail address or Fax number. Submit this document as a part of your quotation.

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E-Mail Address or Fax Number (Identify contact person)

STATEMENT OF LOCAL VENDOR CERTIFICATION
SAN JOAQUIN LIBRARY SYSTEM

Qualified local vendors desiring consideration under the SJVLS Local Vendor Preference must complete the following and submit with their quotation (print or type).

I \_\_\_\_\_, \_\_\_\_\_
(individual submitting bid) (title)
of/for \_\_\_\_\_ Certify that \_\_\_\_\_
(Company Name) (Company Name)

Is a SJVLS local Vendor as defined within this RFQ and therefore qualifies for the Local Vendor Preference.

\_\_\_\_\_  
Signature Title Date
\_\_\_\_\_  
(Print Name)

STATEMENT OF DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION

Qualified vendors desiring consideration under the SJVLS DVBE Preference must complete the following and submit with their quotation (print or type).

I \_\_\_\_\_, \_\_\_\_\_
(individual submitting bid) (title)
of/for \_\_\_\_\_ Certify that \_\_\_\_\_
(\*Company Name) (Company Name)

Is a Disabled Veteran Business Enterprise certified by the State of California and therefore qualifies for the DVBE Preference.

State of California DVBE Certification Number: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date
\_\_\_\_\_  
(Print Name)

\*Company name on file with the State of California DVBE program.

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION

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

**REFERENCE LIST**

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

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

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

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

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

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

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

## QUOTATION SCHEDULE

QUANTITIES LISTED ARE NOT A GUARANTEE OF ORDER QUANTITIES  
 PRICE SHOULD INCLUDE ALL CHARGES, INCLUDING SET-UP

Item	Quantity	Unit	Unit Price	Extended Price
Single book barcode labels	1000	ea	\$	\$
Single book barcode labels	2500	ea	\$	\$
Single book barcode labels	5000	ea	\$	\$
Single book barcode labels	10000	ea	\$	\$
Single book barcode labels	15000	ea	\$	\$
Single book barcode labels	20000	ea	\$	\$
Double book barcode labels	1000	ea	\$	\$
Double book barcode labels	2500	ea	\$	\$
Double book barcode labels	5000	ea	\$	\$
Double book barcode labels	10000	ea	\$	\$
Double book barcode labels	15000	ea	\$	\$
Double book barcode labels	20000	ea	\$	\$

**Packaging:** State package quantities \_\_\_\_\_

**Minimum Order:** State minimum order and charges for less than minimum order quantity (if not stated it will be assumed there are none).

**PLEASE PROVIDE A SAMPLE OF YOUR BARCODE PRINTING, SIMILAR TO WHAT WE ARE REQUESTING WITH YOUR QUOTE.**

**PRICE QUOTE MUST INCLUDE ALL COSTS, INCLUDING SHIPPING AND ANY APPLICABLE TAXES.**

## CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

*Check off each of the following:*

1.  The Request for Quotation (RFQ) has been signed and completed.
2.  Addenda, if any, have been signed and included in the bid package.
3.  The completed *Reference List* as provided with this RFQ.
4.  N/A The completed Comply/Not Comply page as provided with this RFQ.
5.  The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed.
6.  Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
7.  The *Participation* page as provided within this RFQ has been signed and included
8.  The *Local Vendor Bid Preference and Disabled Veteran Business Enterprise Bid Preference* section (if applicable) has been signed and included.
9.  *Bidder to Complete* page as provided with this RFQ.
10.  N/A Verification of Department of Industrial Relations Contractor Registration.
11.  N/A Verification of Contractor's License and the Department of Consumer Affairs – Contractors' State License Board.
12.  Return checklist with RFQ response.
13.  **Completed RFQ in pdf format, electronically submitted to Christopher.Wymer@sjvls.org.**



**EXHIBIT A**

**BARCODE SPECIFICATIONS AND SAMPLES**

	<u>Single Labels</u>	<u>Double Labels</u>
Material:	4 mil resin coated paper	4 mil resin coated paper
Laminate:	1.5 mil non reflective matte	1.5 mil non reflective matte
Adhesive:	2 mil permanent	2 mil permanent
Label Size:	1-3/8" x 5/8"	1-3/8" x 5/8" x 5/16"
Sheet size:	8-1/2" x 11" or 11" x 13-1/2"	8-1/2" x 11" or 11" x 13-1/2"
Barcode	Codabar	Codabar
CPI:	10.0	10.0
Check Digit:	Mod 10 – Type 0 <i>(See accompanying sheet for Check Digit Calculation)</i>	Mod 10 – Type 0
Format:	Sheet	Sheet

**Specify Print Method:** \_\_\_\_\_

**Single Labels:** Have “SAN JOAQUIN VALLEY LIBRARY SYSTEM” printed at the top. Immediately beneath is the barcode. Immediately beneath the barcode is the eye-readable number.

**Double Labels:** The top part of the double label is identical to the single label. The bottom portion contains only the eye-readable form of the number.

Example of single book barcode label:



Example of double book barcode label:



## BARCODE SPECIFICATIONS AND SAMPLES

### Codabar Mod 10 Check Digit Calculation

We use standard Codabar 14 digit fixed barcodes with no start/stop characters and with a modulo of 10, Right to Left, Double, Add, Double. A patron barcode starts with the number “4” and item barcodes start with the number “5”. The last digit is called the ‘check digit’ or ‘checksum character’. The check digit is found when the barcode is created by an arithmetic calculation on the digits in the barcode. When the barcode is read and decoded by the Horizon system, this same arithmetic operation is performed, and the resulting value is checked against the value of the check digit in the barcode. If the check digit is valid, the process continues.

The following is the check digit calculation using an example barcode:

5 0772 00024237 3

“ The first number “5” indicates the type of barcode: 4 for patron or 5 for item.

“ The next 4 digits “0772” are the library’s institution code.

“ The next 8 digits “00024237” indicate the unique serial (sequential) number of the item or patron.

“ The last digit is the calculated check digit for this barcode.

To calculate the check digit of the above barcode, the calculation will use the first 13 digits:

There are 6 EVEN position digits: 0 7 0 0 4 3

There are 7 ODD position digits: 5 7 2 0 2 2 7

1. Start with total set to 0.
  - “ If EVEN position digit: add to total.
  - “ If ODD position digit: number = digit multiplied by 2.
  - If number is greater than or equal to 10 then number = number – 9.
2. Add number to total (total will be the sum of the calculation of the 13 digits).
3. Calculate the remainder of total divided by 10.
4. If the remainder = 0, that is the check digit.

If the remainder is not 0, then the check digit = 10 – Remainder.

Example Codabar Check Digit Calculation:

Barcode: 50772000242373

5 0 7 7 2 0 0 0 2 4 2 3 7 3

o e o e o e o e o e o e o check digit

$((5 \times 2) - 9) + 0 + ((7 \times 2) - 9) + 7 + (2 \times 2) + 0 + (0 \times 2) + 0 + (2 \times 2) + 4 + (2 \times 2) + 3 + ((7 \times 2) - 9)$

$1 + 0 + 5 + 7 + 4 + 0 + 0 + 0 + 4 + 4 + 4 + 3 + 5 = 37$

Remainder:  $37/10 = 3.7$

Check digit:  $10 - 7 = 3$