REQUEST FOR PROPOSALS (RFP)
STOCKTON-SAN JOAQUIN COUNTY PUBLIC LIBRARY ONLINE PERIODICAL INDEX DATABASE
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 14-004)

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O’CLOCK P.M., THURSDAY, APRIL 10, 2014,
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997
# CITY OF STOCKTON
REQUEST FOR PROPOSAL (RFP)
STOCKTON-SAN JOAQUIN COUNTY PUBLIC
LIBRARY ONLINE PERIODICAL INDEX DATABASE
(PUR 14-004)

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>NOTICE INVITING PROPOSALS</td>
<td>1</td>
</tr>
<tr>
<td>PROPOINTER'S CHECKLIST</td>
<td>2</td>
</tr>
<tr>
<td>1.0 GENERAL INFORMATION</td>
<td>3</td>
</tr>
<tr>
<td>1.1 REQUEST FOR PROPOSAL (RFP) PROCESS</td>
<td>3</td>
</tr>
<tr>
<td>1.2 INVITATION TO SUBMIT A PROPOSAL</td>
<td>3</td>
</tr>
<tr>
<td>1.3 LOCAL BUSINESS PREFERENCE</td>
<td>3</td>
</tr>
<tr>
<td>1.4 CONSEQUENCE OF SUBMISSION OF PROPOSAL</td>
<td>4</td>
</tr>
<tr>
<td>1.5 ACCEPTANCE OR REJECTION OF PROPOSAL</td>
<td>4</td>
</tr>
<tr>
<td>1.6 RIGHT TO CHANGE OR AMEND REQUEST</td>
<td>4</td>
</tr>
<tr>
<td>1.7 CANCELLATION</td>
<td>5</td>
</tr>
<tr>
<td>1.8 EXAMINATION OF PROPOSAL MATERIALS</td>
<td>5</td>
</tr>
<tr>
<td>1.9 ADDENDA AND INTERPRETATION</td>
<td>5</td>
</tr>
<tr>
<td>1.10 DISQUALIFICATION</td>
<td>6</td>
</tr>
<tr>
<td>1.11 INFORMAL PROPOSAL REJECTED</td>
<td>6</td>
</tr>
<tr>
<td>1.13 LICENSING REQUIREMENTS</td>
<td>7</td>
</tr>
<tr>
<td>1.14 INSURANCE REQUIREMENTS</td>
<td>7</td>
</tr>
<tr>
<td>1.15 HOLD HARMLESS DEFENSE CLAUSE</td>
<td>8</td>
</tr>
<tr>
<td>1.16 APPLICABLE LAW</td>
<td>8</td>
</tr>
<tr>
<td>1.17 METHOD OF PAYMENT</td>
<td>8</td>
</tr>
<tr>
<td>1.18 NOTICE TO OUT-OF-STATE VENDOR</td>
<td>8</td>
</tr>
<tr>
<td>1.19 TERM</td>
<td>9</td>
</tr>
<tr>
<td>1.20 COMPETITIVE PRICING</td>
<td>9</td>
</tr>
<tr>
<td>1.21 FUNDING</td>
<td>9</td>
</tr>
<tr>
<td>1.22 UNCONDITIONAL TERMINATION FOR CONVENIENCE</td>
<td>9</td>
</tr>
<tr>
<td>1.23 AUDITING OF CHARGES AND SERVICES</td>
<td>10</td>
</tr>
<tr>
<td>1.24 CHANGES</td>
<td>10</td>
</tr>
<tr>
<td>Section</td>
<td>Title</td>
</tr>
<tr>
<td>---------</td>
<td>-------</td>
</tr>
<tr>
<td>1.25</td>
<td>AWARD</td>
</tr>
<tr>
<td>1.26</td>
<td>PRODUCT OWNERSHIP</td>
</tr>
<tr>
<td>1.27</td>
<td>CONFIDENTIALITY</td>
</tr>
<tr>
<td>1.28</td>
<td>OTHER GOVERNMENTAL AGENCIES</td>
</tr>
<tr>
<td>2.0</td>
<td>SCOPE OF SERVICES</td>
</tr>
<tr>
<td>3.0</td>
<td>PROPOSAL GUIDELINES, CONTENT AND FORMAT</td>
</tr>
<tr>
<td>3.1</td>
<td>EVALUATION PROCEDURE AND CRITERIA</td>
</tr>
<tr>
<td>3.2</td>
<td>PROPOSED DEVELOPMENT COSTS</td>
</tr>
<tr>
<td>3.3</td>
<td>PROPONENT CONTACT</td>
</tr>
<tr>
<td>3.4</td>
<td>CITY’S USE OF PROPOSAL MATERIAL</td>
</tr>
<tr>
<td>3.5</td>
<td>REJECTION OF PROPOSAL</td>
</tr>
<tr>
<td></td>
<td>PROPOSAL DOCUMENTS</td>
</tr>
<tr>
<td></td>
<td>PROPONENT’S AGREEMENT</td>
</tr>
<tr>
<td></td>
<td>NON-COLLUSION AFFIDAVIT</td>
</tr>
<tr>
<td></td>
<td>EXHIBIT A INSURANCE REQUIREMENTS</td>
</tr>
</tbody>
</table>
NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP) are invited by the City of Stockton, California for specifications for the STOCKTON-SAN JOAQUIN COUNTY PUBLIC LIBRARY ONLINE PERIODICAL INDEX DATABASE (PUR 14-004) in strict accordance with the specifications.

The Stockton-San Joaquin County Public Library is requesting proposals for the provision of an online periodical index and discovery layer covering a broad range of titles of interest to public, academic, and vocational libraries and to a diverse population for educational, recreational, professional and vocational interest for a five-year (5) period for the twelve (12) locations of the Stockton-San Joaquin County Public Library. Stockton-San Joaquin County Public Library uses SirsiDynix Symphony version 3.4.1.3.GA or later library automation software

Proposal forms and specifications are available on the City’s website at http://www.stocktongov.com/bidflash and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, up to but not later than, Thursday, April 10, 2014, at 2:00 p.m.

The City reserves the right to reject any and/or all proposals received.

Information on Technical Data
Chris Freeman, Community Services
(209) 937-8364
e-mail: Chris.Freeman@stocktongov.com

Information on RFP Process/Clarification
Alan Montanelli, Purchasing
(209) 937-8350
e-mail: Alan.Montanelli@stocktongov.com

DISCLAIMER: The City does not assume any liability of responsibility for errors/omissions in any document transmitted electronically.

Dated: March 20, 2014

BONNIE PAIGE
CITY CLERK OF THE CITY OF STOCKTON
CITY OF STOCKTON
REQUEST FOR PROPOSAL (RFP)
STOCKTON-SAN JOAQUIN COUNTY PUBLIC
LIBRARY ONLINE PERIODICAL INDEX DATABASE
(PUR 14-004)

PROPOSEN'T'S CHECKLIST
CITY OF STOCKTON / PURCHASING DIVISION

Did You:

*___ Complete the following proposal documents (FROM THIS PACKET ONLY SUBMIT PAGES 21 to 23 AND PLACE IN THE FRONT OF YOUR PROPOSAL):

  *___ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.

  *___ Complete and sign the "Proponent's Fee Schedule" form, (under separate cover).

  *___ Sign the "Proponent's Agreement" form. Include (with proposal) name and e-mail address for City contact, if different from signatoree.

  *___ Include your proposal, as outlined in these specifications.

  *___ Submit one (1) ORIGINAL (unbound, no staples) and five (5) COPIES of all proposal documents. Additionally, submit one (1) CD with an electronic version of the proposal.

*___ Review all clarifications/questions/answers on the City’s website at www.stocktongov.com/services/business/bidflash/default.html.

*___ Deliver sealed proposal to City Hall, City Clerk’s Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before April 10, 2014, at 2:00 p.m. Sealed proposal shall be marked "Proposal" and indicate project name, number, and proposal opening date (in the same format below). Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the proposal arriving in the City Clerk's Office after the proposal opening deadline and therefore not being accepted.

A) RFP – TO PROVIDE THE STOCKTON-SAN JOAQUIN COUNTY PUBLIC LIBRARY ONLINE PERIODICAL INDEX DATABASE

B) PUR 14-004

C) April 10, 2014

CONTACT INFORMATION:

<table>
<thead>
<tr>
<th>Information on Technical Data</th>
<th>Information on RFP Process/Clarification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chris Freeman, Community Services (209) 937-8364 e-mail: <a href="mailto:Chris.Freeman@stocktongov.com">Chris.Freeman@stocktongov.com</a></td>
<td>Alan Montanelli, Purchasing (209) 937-8350 e-mail: <a href="mailto:Alan.Montanelli@stocktongov.com">Alan.Montanelli@stocktongov.com</a></td>
</tr>
</tbody>
</table>

*If not completed as required, your proposal may be rejected.

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.
1.0 GENERAL INFORMATION

1.1 REQUEST FOR PROPOSAL (RFP) PROCESS

The City of Stockton (City) is soliciting qualified firm(s) with experience and interest to present their qualifications and capabilities to provide a STOCKTON-SAN JOAQUIN COUNTY PUBLIC LIBRARY ONLINE PERIODICAL INDEX DATABASE (PUR 14-004).

The evaluation process shall include review of qualifications by a panel of City staff designated by the City. Oral interviews may be scheduled and the City may request further information and/or expansion on the qualifications of one or more Firms responding to this RFP.

1.2 INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 2:00 p.m., on Thursday, APRIL 10, 2014, in the office of:

CITY CLERK
CITY OF STOCKTON
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997

One (1) original (unbound, no staples) and five (5) copies of the proposal shall be submitted. Additionally, submit one (1) CD with an electronic version of the proposal. The proposal should be firmly sealed in an envelope which shall be clearly marked on the outside, "STOCKTON-SAN JOAQUIN COUNTY PUBLIC LIBRARY ONLINE PERIODICAL INDEX DATABASE (PUR 14-004)." Any proposal received after the due date and time indicated may not be accepted and may be rejected and returned, unopened, to the proponent.

1.3 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

Preference shall be given to the purchase of supplies, materials, equipment and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Chapter 5.08 shall be granted a three (3) percent bid preference. The three (3) percent preference shall be based on the amount of that portion of the bid which is subject to sales tax.
This is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into the City. (Prior code § 3-106.1)

1.4 CONSEQUENCE OF SUBMISSION OF PROPOSAL

A. The City shall not be obligated to respond to any proposal submitted nor be legally bound in any manner by the submission of a proposal.

B. Acceptance by the City of a proposal obligates the proponent to enter into an agreement with the City.

C. An agreement shall not be binding or valid against the City unless or until it is executed by the City and the proponent.

D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

1.5 ACCEPTANCE OR REJECTION OF PROPOSAL

The City reserves the right to select the successful proposal and negotiate an agreement as to the scope of services, the schedule for performance and duration of the services with proponent(s) whose proposal(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality or irregularity in the proposal as is in the City’s best interest.

The City reserves the right to reject any and all proposals, or portions thereof, received in response to the Request or to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the City. Additionally, the City may, for any reason, decide not to award an agreement(s) as a result of this Request.

Non-acceptance of any proposal shall not imply that the proposal was deficient. Rather, non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City or that the City decided not to award an agreement as a result of this Request.

1.6 RIGHT TO CHANGE OR AMEND REQUEST

The City reserves the right to change the terms and conditions of this Request. The City will notify potential proponent(s) of any material changes by posting on the City’s website. No one is authorized to amend any of the Request requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with its provisions. If necessary, supplementary
information and/or clarifications/questions/answers will be posted on the City’s website @ http://www.stocktongov.com/bidflash.

Failure of any proponent to not have received such information and/or clarifications/questions/answers shall not relieve such proponent from any obligation under his/her proposal as submitted.

Any exceptions to this Proposal shall be clearly stated in writing.

1.7 CANCELLATION

The City reserves the right to rescind award of the contract at any time before execution of the contract by both parties if rescission is deemed to be in City’s best interest. In no event shall City have any liability for the rescission of award. The proponent assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

1.8 EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the Request, that it is aware of the applicable facts pertaining to the Request process and its procedures and requirements, and that it has read and understands the Request. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition. Statistical information which may be contained in the Request or any addendum is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

1.9 ADDENDA AND INTERPRETATION

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of this Request shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON
ATTN: CHRIS FREEMAN
COMMUNITY SERVICES
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997
Chris.Freeman@stocktongov.com

CITY OF STOCKTON
ATTN: ALAN MONTANELLI
PURCHASING DIVISION
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997
Alan.Montanelli@stocktongov.com
Such request for clarifications/questions/answers shall be delivered to the City no later than March 27, 2014. Any City response to a request for clarifications/questions/answers will be posted on the City’s website at http://www.stocktongov.com/bidflash on April 3, 2014, and will become a part of the Request. The proponent should await responses to inquires prior to submitting a proposal.

1.10 DISQUALIFICATION

Any of the following may be considered cause to disqualify a proponent without further consideration:

A. Evidence of collusion among proponents;

B. Any attempt to improperly influence any member of the evaluation panel;

C. Any attempt to communicate in any manner with a City of Stockton elected official during the RFP/bid process will, and shall be, just cause for disqualification/rejection of proponent’s proposal/bidder’s submittal and considered non-responsive.

D A proponent’s default in any operation of a professional services agreement which resulted in termination of that agreement; and/or

E. Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.

F. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

1.11 INFORMAL PROPOSAL REJECTED

A proposal shall be prepared and submitted in accordance with the provisions of these Request instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal. The City has the right to waive any defects in a proposal if the City chooses to do so. The City may not accept a proposal if any document or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous, or missing.
1.12 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED

A. The proponent assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.

B. If proponent's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the proponent of the process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a proposal.

1.13 LICENSING REQUIREMENTS

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful proponent.

A City of Stockton Business license may be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

1.14 INSURANCE REQUIREMENTS

Proponent, at Proponent's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit A.

The Proponent shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. Please contact City of Stockton Risk Services at (209) 937-5037 with any questions.

Proof of insurance coverage for personal injury and property damage, including commercial, general and automobile liability and contractual liability shall be provided in a form acceptable to the City. The City of Stockton shall be named an additional insured by separate endorsement. Vendor shall provide notice to the City of any change in or limitation of coverage or of cancellation no less than 30 days prior to the effective date. Proof of worker's compensation coverage pursuant to statutory requirements shall also be provided.

All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City to Stockton as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager.
Maintenance of proper insurance coverage is a material element of this contract and that failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary.

1.15 HOLD HARMLESS DEFENSE CLAUSE

Contractor agrees to indemnify, save, hold harmless, and at City's request, defend the City, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to the City in connection with the performance, or failure to perform, by Contractor, its officers, agents, subcontractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney and legal fees), 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. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

1.16 APPLICABLE LAW

This agreement shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, County of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States District Court for the Eastern District of California, Sacramento Division.

1.17 METHOD OF PAYMENT

Payment will be made within thirty (30) days after invoices are received and accepted by the City Manager. Invoices are to be rendered monthly.

1.18 NOTICE TO OUT-OF-STATE VENDOR

It is the policy of the City of Stockton to pay all applicable California sales/use tax directly to the State Board of Equalization (BOE) pursuant to California Revenue
and Taxation Code 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state vendors.

Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of state will be remitted to the BOE directly by the City under permit number SR KHE 28-051174 DP. Please do not include sales/use tax on the invoice that you submit to the City of Stockton.

Questions regarding the City of Stockton’s payment of sales/use tax can be directed to the City of Stockton’s Accounts Payable Division at (209) 937-8321.

1.19 TERM

Three (3) years with two (2) one year options to renew.

1.20 COMPETITIVE PRICING

Proponent warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of proponent. If proponent enters into any arrangements with another customer of proponent to provide product under more favorable charges, economic or product terms or warranties, proponent shall immediately notify CITY of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

1.21 FUNDING

Any contract which results from this Request will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate without penalty, at the end of the term for which funds are appropriated.

1.22 UNCONDITIONAL TERMINATION FOR CONVENIENCE

The City may terminate the resultant agreement for convenience by providing sixty (60) calendar day advance notice unless otherwise stated in writing.
1.23 **AUDITING OF CHARGES AND SERVICES**

The City reserves the right to periodically audit all charges and services made by the successful proponent to the City for services provided under the contract. Upon request, the proponent agrees to furnish the City with necessary information and assistance.

1.24 **CHANGES**

The City's Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the proponent or as recommended by the proponent’s project manager, pursuant to the adopted City of Stockton Standard Specifications.

1.25 **AWARD**

Upon conclusion of the Request process, a contract may be awarded for the STOCKTON-SAN JOAQUIN COUNTY PUBLIC LIBRARY ONLINE PERIODICAL INDEX DATABASE for the City of Stockton.

The City reserves the right to select the successful proponent and to negotiate terms of a contract with the proponent(s) whose proposal(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality in the proposal as is in the City's best interest.

1.26 **PRODUCT OWNERSHIP**

Any documents, products or systems resulting from the contract will be the property of the City of Stockton.

1.27 **CONFIDENTIALITY**

If proponent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the proponent must so specify by, at a minimum, stamping in bold red letters the term "CONFIDENTIAL" on that part of the proposal which the proponent believes to be protected from disclosure. The proponent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the proponent believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. The proponent is
hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.

1.28 OTHER GOVERNMENTAL AGENCIES

If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful Proponent and be liable directly to the successful Proponent, holding the City of Stockton harmless.
2.0 SCOPE OF SERVICES

2.1 BACKGROUND INFORMATION

Located in California’s fertile San Joaquin Valley, the City of Stockton, with a population of approximately 300,000, offers a unique blend of rural and urban qualities. The busy inland port is the entrance to the unique San Joaquin Delta, a series of waterways and agricultural islands leading to San Francisco Bay.

The Stockton-San Joaquin County Public Library serves a growing area with a diverse population of approximately 700,000. The Library consists of a Central Library in downtown Stockton, three branches with in the City of Stockton, and eight branches in the surrounding County communities: Escalon, Lathrop, Linden, Manteca, Mountain House, Ripon, Thornton, and Tracy. A bookmobile serves the less-accessible areas in both City of Stockton neighborhoods and in County communities.

2.2 NATURE OF SERVICES REQUIRED

The Stockton-San Joaquin County Public Library is requesting proposals for the provision of an online periodical index and discovery layer covering a broad range of titles of interest to public, academic, and vocational libraries and to a diverse population for educational, recreational, professional and vocational interest for a five-year period for the twelve (12) locations of the Stockton-San Joaquin County Public Library. Stockton-San Joaquin County Public Library uses SirsiDynix Workflows version 3.4.1.3.GA or later library automation software

2.2.1 SCOPE OF WORK TO BE PERFORMED

To be eligible to provide the Stockton-San Joaquin County Public Library with services for the five-year durations of the contract, the vendor must be able to meet the following requirements:

2.2.2 Provide access to an online periodical index. The library’s current access is through the Library’s website.

2.2.3 Compliant with both USMARC and Z39.50 standards for data accessibility.

2.2.4 Available for access 24 hours per day, seven days per week.
2.2.5 Available 99% of the time.

2.2.6 Offer a user-friendly interface. The product will be reviewed by Library personnel and customers to determine ease of use and quality of information.

2.2.7 Identify which periodicals the Library system currently holds.

2.2.8 Provide online help and user documentation for staff and public.

2.2.9 Provide printing and e-mailing capabilities, including e-mailing of links.

2.2.10 Provide ability to mark records or save selected text for printing, downloading, or e-mailing.

2.2.11 Provide the ability to cross search databases.

2.2.12 Provide customer access to their search history.

2.2.13 Provide the ability to add local holdings and to customize the user interface.

2.2.14 Provide usage statistics for the Library system and from external access. Be COUNTER compliant.

2.2.15 Provide searching limited by specific fields such as, but not limited to, periodical type, periodical title, and date range.

2.3 ADDITIONAL REQUIREMENTS

2.3.1 Agree to work with the Library, the Library’s software vendor, and the Internet Service Provider (ISP) as necessary to resolve any connection difficulties within 24 hours.

2.3.2 Provide technical assistance in setting up as many methods of access as the Library requires.

2.3.3 Agree to provide documentation verifying at least two online periodical database enhancements achieved over the past twelve months for the RFP product proposed by the Proponent.

2.3.4 Provide a master list of journals and permit the Library to copy the master list for customer and staff use inside the Library.

2.3.5 Provide documentation of searching features to the Library’s staff and customers.
2.4  INDEXING

2.4.1 Contain indexing for a minimum of 10,000 periodicals. Indexing for all titles must be complete and of a consistently high quality.

2.4.2 Indexing must contain at least 80% of the Library’s periodical holdings and, at least 70% of the Library’s periodical titles.

2.4.3 Provide keyword indexing for multiple fields including, but not limited to, author, title, journal, date, subject descriptors, abstract, and full text. Allow for Boolean searching that permits the combination of multiple keyword terms.

2.4.4 Contain subject authority control.

2.4.5 Include cross-referencing from unused terms to used terms and from used terms to related terms.

2.4.6 Include capability to truncate search terms.

2.4.7 Contain multiple years of coverage of titles, with a minimum of 20 years online, for titles with a life span greater than or equal to 20 years.

2.4.8 Include consistent weekly indexing of the latest journal and magazine articles.

2.5  DATABASE

2.5.1 Contain detailed and reliable abstracts for articles.

2.5.2 Contain at least 10,000 titles in full-text.

2.5.3 Contain multiple years of full-text articles with a minimum of 20 years online, for those titles that have a life span greater than or equal to twenty years.

2.5.4 Contain popular magazines, teen and children’s magazines, business and trade periodicals, newspapers, and academic journals, Educational Institutions, Small Business Development Center, Chambers of Commerce, Property-based Improvement Districts, etc.

2.6  DESIRABLE QUALIFICATIONS

In addition to the above minimum requirements, preference will be given to the Proponent who can:
2.6.1 Provide compatibility with a wide range of Internet browsers.

2.6.2 Provide highlighted search terms in full-text.

2.6.3 Provide hot links to other articles on the same subject.

2.6.4 Provide pictures, graphs, maps and charts available online to accompany the full-text.

2.6.5 Provide licensing options and individual institution pricing, consortium pricing, and state-contracted discounts.

2.6.6 Provide alternate pricing based on usage. For example, a cost per search, or a cost per download.

2.6.7 Provide daily journal updates.

2.6.8 Provide multiple Library of Congress subject headings.

2.6.9 Provide quarterly or semi-quarterly payment system.

2.6.10 Provide an online thesaurus.

2.6.11 Provide usage statistics for the Library that specify content used, dates, and hours used, and tracking of user connections. (COUNTER compliant)

2.6.12 Customize list of titles available according to the Library’s profile.

2.6.13 Provide beginner and advanced searching features, such as natural language processing (NLP), multiple phrasing, and alternate spelling capability for zero hits.

2.6.14 Provide an easy method, preferably electronic, for staff and public to offer opinions and feedback to the vendor.

2.6.15 Provide back issue access to indexing and full-text titles older than 25 years.

2.6.16 Provide full-text access to pre-1990 business & trade and academic journals.

2.6.17 Have representatives who are available on request to meet Library needs.

2.6.18 Provide knowledgeable staff to conduct in-service training or webinars to librarians and library staff.

2.6.19 Provide for faceted limiting of search results.
2.6.20 Include indexing, search, and access to description, availability, and enhanced content of the Library’s ILS holdings, including bibliographic, media, and econtent.

2.7 MISCELLANEOUS

2.7.1 Provide a list of five public library references that have used your company for similar services: include phone numbers and e-mail addresses.

2.7.2 Participate in the California Library Association Annual Conference and/or some other forum that enables vendor representatives to interact with members of the State’s library community.
3.0 **PROPOSAL GUIDELINES, CONTENT AND FORMAT**

The City of Stockton uses a qualifications-based selection process in obtaining these services. In order for the City to properly evaluate the Proponent’s qualification to perform this work, the proposal shall include, as a minimum, the following information:

A. Evidence of the Proponent’s ability to be responsive to this project in regard to timeliness and expertise, including availability of staff proposed to be assigned.

B. The Proponents are encouraged to expand on the Scope of Work to demonstrate their expertise. Evaluation of the proposals will be based on qualifications, the experience of staff proposed to be assigned to the project, references and thoroughness of the proponent’s response to the Scope of Services.

C. Such additional information that the Proponent may feel would be pertinent to assist the City of Stockton in making its final decision.

D. Please submit one (1) original (unbound, no staples) and five (5) copies of your proposal/qualifications. Additionally, submit one (1) CD with an electronic version of the proposal.

3.0.1 **Cover Letter**

Submit a letter on your company letterhead addressing the proposal and format. The letter should be signed by an officer of the firm authorized to bind the firm to all comments made in the proposal, and shall include the name, address, phone number and e-mail address of the person(s) to contact who will be authorized to represent your firm.

3.0.2 **Minimum Experience Qualifications Summary**

A statement of professional experience and ability.

3.0.3 **Management/Method of Operation**

Provide detailed description outlining your firm’s approach to provide the service. Highlight innovative ideas your firm may have to provide to the City and describe in detail your procedures and management techniques.
3.0.4 References

Provide a list of five public library references that have used your company for similar services with current contact person, e-mail address and phone number who may be contacted regarding firm performance.

3.0.5 Financial Statement

The proponent must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the services required herein.

Proponent shall submit a full and detailed presentation of the true condition of the proponent’s assets, liabilities and net worth. The report should include a balance sheet and income statement. If the proponent is a new partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. If firm is a publicly held corporation, the most current annual report should be submitted.

Any proponent who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the proponent under federal bankruptcy law or any state insolvency, may be declared non-responsive.

3.0.6 Corporate Structure, Organization

Describe how your firm is organized, noting major divisions and any parent/holding companies, as well as brief history of the firm and all personnel potentially to be involved in the project including all sub-consultants. Designate the Principal in Charge and other key personnel. Include résumés. Also provide a description of the experience your firm has had with similar processes.

3.0.7 Proposal Fee (Under Separate Cover)

Provide detailed basic fee structure and break-down of any other charges related to your firm’s proposal. Finalist’s fee structure may be subject to negotiation.

3.0.8 The proposal must be submitted, typewritten on 8½” X 11” white paper and must be bound in a secure manner.

3.0.9 Material and data not specifically requested for consideration, but which the proponent wishes to submit must not appear with the Proposal Form, but may
appear only in an “Additional Data” section. This has specific reference to the following types of data:

- Generalized narrative of supplementary information;
- Supplementary graphic material

3.0.10 All proposals must be signed with the full name of the proponent, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.

3.0.11 When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal.

3.0.12 If the proposal is submitted by a partnership or joint venture, the Statement of Personal History attached to the Proposal Form must be completed by each general partner or joint venture thereof. If the proposal is submitted by a corporation, the Statement must be completed by each principal officer of said corporation.

3.0.13 The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.

3.1 EVALUATION PROCEDURE AND CRITERIA

The City is interested in selecting a qualified firm with the ability to provide the STOCKTON-SAN JOAQUIN COUNTY PUBLIC LIBRARY ONLINE PERIODICAL INDEX DATABASE. A key component for the successful firm will be the ability to meet the City’s performance desires while minimizing the cost.

The Evaluation Panel will consist of City of Stockton staff and any other person(s) designated by the City. Following review of the proposals, the Panel may invite one or more proponents to make an oral presentation. During these presentations, the proponent will be allowed to present such information as may be appropriate in order that the Panel can effectively and objectively analyze all materials and documentation submitted as part of the proposals.

Each firm must be represented by an individual who will be the prime contact person to the City and any other individuals whom the firm may select. The highest-rated proposal(s) will then be further scrutinized through financial analysis and reference checks.
To that end, the Panel will evaluate the proposals based on, but not limited to, the following criteria:

1. Proponent’s ability to provide all services as outlined in the Scope of Services;
2. Related experience with similar projects, company background and personnel qualifications;
3. Proponent’s Fee Schedule: completed and signed (under separate sealed cover);
4. Proponent’s Agreement;
5. Non-Collusion Affidavit;
6. References;
7. Any other criteria as best suits the City of Stockton.

3.2 PROPOSED DEVELOPMENT COSTS

The cost of preparing and submitting a proposal is the sole responsibility of the proponent and shall not be chargeable in any manner to the City of Stockton.

3.3 PROPONENT CONTACT

Proponent shall provide the name, address, e-mail address and telephone number of an individual in their organization to whom notices and inquiries by the City should be directed as part of this proposal.

3.4 CITY’S USE OF PROPOSAL MATERIAL

All material submitted in or with the proposal shall become the property of the City, unless it is clearly marked as proprietary information. The City reserves the right to use any ideas presented in the proposals, without compensation paid to the Firm. Selection or rejection of the proposal shall not affect this right.

3.5 REJECTION OF PROPOSAL

The City reserves the right to reject any and all proposals submitted and to request additional information from the Proponent. The award will be made to the firm which, in the opinion of the City, is best qualified.
PROPOSAL DOCUMENTS

A) RFP – TO PROVIDE A STOCKTON-SAN JOAQUIN COUNTY PUBLIC LIBRARY ONLINE PERIODICAL INDEX DATABASE

B) PUR 14-004

C) APRIL 10, 2014

COMPANY NAME: _________________________________

CONTACT NAME: _________________________________

ADDRESS: _______________________________________

_________________________________________________

TELEPHONE NUMBER: ____________________________

EMAIL: ______________________________
CITY OF STOCKTON
REQUEST FOR PROPOSAL (RFP)
STOCKTON-SAN JOAQUIN COUNTY PUBLIC
LIBRARY ONLINE PERIODICAL INDEX DATABASE
(PUR 14-004)

PROONENT’S AGREEMENT

In submitting this proposal, as herein described, the proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.

2. They will enter into contract negotiations and furnish the services specified.

3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be ‘A Jurat’ notarization.

4. They have reviewed all clarifications/questions/answers on the City’s website at http://www.stocktongov.com/bidflash.

5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City of Stockton is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

________________________________________________________________________
FIRM

ADDRESS

________________________________________________________________________
SIGNED BY

TITLE OR AGENCY

________________________________________________________________________
TELEPHONE NO./FAX NO.

DATE

________________________________________________________________________
E-MAIL ADDRESS
No. 1
NON-COLLUSION AFFIDAVIT
FOR INDIVIDUAL PROPONENT

STATE OF CALIFORNIA,                        )ss.
County of ____________________________________________
(insert)

being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Individual Proponent)

Subscribed and sworn to (or affirmed) before me on this ______ day of ____________, 20_____, by ____________________________, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal

Signature

No. 2
AFFIDAVIT FOR CORPORATION PROPONENT

STATE OF CALIFORNIA,                        )ss.
County of ____________________________________________
(insert)

being first duly sworn, deposes and says: That they are the ____________________________________________ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Corporation Proponent)

Subscribed and sworn to (or affirmed) before me on this ______ day of ____________, 20_____, by ____________________________, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal

Signature

No. 3
AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF CALIFORNIA,                        )ss.
County of ____________________________________________
(insert)

each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership, designated as ____________________________________________ who is the party making the foregoing bid; that the other partner, or partners, are ____________________________________________ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature)

(Signature)

Subscribed and sworn to (or affirmed) before me on this ______ day of ____________, 20_____, by ____________________________, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal

Signature

23
EXHIBIT A
INSURANCE REQUIREMENTS
SERVICES AND PRODUCTS VENDORS

VENDOR shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the VENDOR, its agents, representatives, volunteers, or employees.

1. INSURANCE Throughout the life of this Contract, the Vendor shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than “A: VII” in Best Insurance Key Rating Guide, the following policies of insurance:

   A. AUTOMOBILE LIABILITY insurance, endorsed for “any auto” with the following limits of liability: Bodily Injury $250,000 each person, and $500,000 each occurrence. Property Damage $100,000 each occurrence.

   B. WORKERS’ COMPENSATION insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than $1,000,000 per accident/injury/disease.

   C. COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;

FOR ADDITIONAL REQUIREMENT(S):

   (i) COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY insurance which shall include Contractual Liability, Products and Completed Operations coverage’s, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than $1,000,000 per occurrence, and $2,000,000 Aggregate limit.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

1. The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.

2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date VENDOR completes its performance of services under this Agreement.

3. For any claims related to services or products provided under this contract, the Vendor’s insurance coverage shall be primary insurance as respects the City of
Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Vendor’s insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.

4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days’ prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers’ compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor’s insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.

5. Regardless of these contract minimum insurance requirements, the Vendor and its insurer shall agree to commit the Vendor’s full policy limits and these minimum requirements shall not restrict the Vendor’s liability or coverage limit obligations.

6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY’s execution of the Agreement and start of work.

8. Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
Attention: Risk Services
425 N. El Dorado Street
Stockton, CA 95202

9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Vendor shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY’s Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

If at any time during the life of the Contract or any extension, the Vendor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

If the Vendor should subcontract all or any portion of the work to be performed in this contract, the Vendor shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor’s insurance shall have the same impact as described above.