

SANTA CLARA COUNTY LIBRARY

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A D M I N I S T R A T I O N



REQUEST FOR PROPOSAL #L-0903-04

**Issued March 26, 2009
For
Library Non-Cardholder Survey**

**Proposals Due:

April 30, 2009
2:00 p.m., Pacific Standard Time**

**Contact:
Christi Berger
Purchasing Manager
Christi.Berger@Library.sccgov.org**

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A. [BACKGROUND INFORMATION](#)

Santa Clara County Library District Joint Powers Authority (Library) presently has eight community libraries serving 419,141 people in the cities of Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Milpitas, Monte Sereno, Morgan Hill and Saratoga. A bookmobile serves the population in less accessible areas and many of the unincorporated areas of the County. A total of 10.5 million items circulate each year from a collection of 1.7 million, with a visitor count surpassing 3.4 million. The City of Milpitas built a new Library which opened in January 2009. The voters in Gilroy authorized in the fall 2008 election, a bond issuance to build a new replacement Library in their city. In addition to being greatly valued by the residents in the County, Hennen's American Public Library has ranked the Santa Clara County Library within the top 100 public libraries in the Nation for our population size in each of the past 7 years.

B. [INVITATION](#)

The Library is requesting proposals from organizations capable of coordinating and conducting a survey to focus exclusively on the residents of the Santa Clara County Library (SCCL) jurisdiction that are non-users of the Library. A Library user is defined as someone who holds a SCCL Library card and has used it within the last three years.

For the purposes of this survey, the results from Monte Sereno will be combined with Saratoga and the results from Los Altos Hills will be combined with Los Altos. These seven local communities and unincorporated areas of Santa Clara County have an estimated 426,943 people with approximately 60% not being Santa Clara County Library users.

The goal of this survey is to determine at a community level detail, why non-users don't use the Library. What changes or improvements to the Library might incent them to utilize the Library in the future? What marketing techniques should be used to increase the number of Library users?

The Library intends to award a service agreement to the vendor that provides the best value to the organization in the fulfillment of the Scope of Work (SOW). The Library recognizes and encourages vendors to make recommended enhancements to this scope where they would provide for improved results.

C. [QUALIFICATIONS](#)

Primary vendor requirements include:

1. Computer Assisted Telephone Interview (CATI) and data entry capabilities.
2. Bilingual interview capabilities (English and Spanish).

3. Experience in conducting Library related surveys.
4. Experience with data analysis and providing results in a variety of formats.
5. Proving a demonstrated capacity and capability with measurable successes in achieving an understanding of customer needs that target methods of approach to increase the number of customers (Library users).

D. COMPENSATION

Vendors are asked to provide the cost portion of the proposal separately to allow Library Staff to evaluate and rank proposers based on their proposals and experience prior to reviewing cost. Costs should be outlined by deliverable components identified in the SOW and summed for presentation of a total quote for consultation services performed. The total proposed cost of services should include any reimbursements and other charges. Services provided will be subject to a fixed-fee, not-to-exceed agreement.

E. PROCUREMENT OFFICER

The Library's procurement manager is responsible for the conduct of this procurement. All contact with the Library with regard to this RFP is to be documented in writing and submitted through BidSync.com prior to the end of the question and answer period as defined in the Sequence of Events portion of this document.

Christi Berger, Procurement Manager
Santa Clara County Library Administration
14600 Winchester Boulevard
Los Gatos, CA 95032
Telephone 408-293-2326 extension 3067
Fax 408-364-0161
E-Mail Christi.Berger@Library.sccgov.org

F. DEFINITION OF TERMINOLOGY

• **Desirable**

The terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor

• **Final Acceptance**

The decision that the service or deliverable is complete and that it meets all requirements specified in the Agreement; that the vendor has met all contractual obligations; that the Library is prepared to meet all financial commitments to the vendor.

• **JPA**

Joint Powers Authority is the governing body of the Santa Clara County Library.

• **Library**

Santa Clara County Library District Joint Powers Authority.

- **Library User**

A person who holds a Santa Clara County Library Card and has used it within the past three years.

- **Mandatory**

The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the proposal.

- **Non-User**

A person that does not have a current Santa Clara County Library Card that resides within the unincorporated areas of Santa Clara County or within the cities of Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Milpitas, Monte Sereno, Morgan Hill or Saratoga.

- **Patron**

A visitor to any of the Santa Clara County Libraries.

- **RFP**

Request for Proposal.

- **Responsible Vendor**

A vendor that submits a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production, or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

- **Responsive Proposal**

A proposal determined by the purchasing manager which conforms in all material respects to the requirements of the proposal.

- **Service Agreement / Agreement**

Agreement for services or Contract between a vendor and the Library as designated in the Statement or Scope of Work.

- **SCCL**

Santa Clara County Library

- **Shall**

‘Shall’ is used to define a binding provision.

- **SOW**

Statement of Work or Scope of Work

- **Sub-Contractor**

A company or person working for the vendor awarded this agreement.

- **Vendor**

Firm, Contractor or Consultant; A person or entity who has responded to this Request for Proposal. The successful vendor who has entered into an agreement with the Library for the provision or disposition of goods or services.

SECTION II CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the anticipated schedule for the procurement and describes the major events and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The procurement manager will make every effort to adhere to the following anticipated schedule; however this calendar is subject to change:

Ref.	EVENT	DATE
1	Issue of RFP	March 26, 2009
2	Deadline to submit written questions	April 10, 2009 10:00 AM, PST
3	Final addendum / Response to written questions	April 16, 2009
4	Deadline for Submission of Proposals (1 Original & 8 Copies)	April 30, 2009 2:00 PM, PST
5	Evaluation of Proposals	May 4 - 8, 2009
6	Select short list vendor(s)	May 11, 2009
7	Interview top ranked vendors (optional)	May 12 - 15, 2009
8	Select Finalist & commence negotiation	May 18 - 29, 2009
9	Contract Effective Date & Commence Project	June 1, 2009

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events schedule shown in section A above.

1. Issue of RFP

This RFP is being issued by the Santa Clara County Library District Joint Powers Authority (Library) procurement manager. Copies of this RFP including supporting documents may be obtained from the BidSync website at www.BidSync.com.

2. Deadline to Submit Written Questions

Potential vendors are strongly encouraged to review all RFP documents and should conflicts or ambiguity be found, ask for clarification in writing before the deadline noted in section A above. All written questions must be submitted to the procurement manager in writing through the BidSync website.

3. Final addendum/ Response to written questions

All questions will be answered and posted by the procurement manager issued as an addendum to the BidSync website on or before the deadline noted in section A above. Vendors may not rely on any oral or written interpretations from any other person. They shall have no legal or contractual effect and shall not be binding on Library.

The Library reserves the right to post addenda during the RFP process.

4. Deadline for Submission of Proposals

Responses to this RFP shall be submitted by the due date and time as noted in Section A above. All responses and any supporting documentation must be in hard copy format according to the proposal format and organization requirements in [Section IV](#) of this document.

Form of Proposals

Only proposals that have been bound and delivered to the Library will be accepted. No oral, telephone, facsimile or electronic copy proposals will be accepted.

Delivery Address

Deliver one (1) original and eight (8) copies of the proposal to the following address:

Santa Clara County Library Administration
Attn: Christi Berger, Procurement Manager
Reference RFP# L-0903-04
14600 Winchester Blvd.
Los Gatos, CA 95032

Late Responses

All responses to the RFP must be delivered to the front Library Administration office on or before the deadline. The Library staff will not accept proposals after the date and time stated. The date and time stamp machine used to govern this proposal is located at the Library

Administrative Office front reception area. Vendors are encouraged to plan ahead and not wait until the last minute to submit their proposals as traffic delays or missed shipments will not be a reason for exception to the deadline.

5. Evaluation of Proposals

The evaluation of proposals will be performed by an evaluation committee. The procurement manager may, at her option, initiate discussion with vendors who submitted proposals for the purpose of clarifying aspects of the proposals. The procurement manager shall determine the appropriate means of clarification; telephonic, e-mail, letter, or oral interviews. All contacts from your organization related to this RFP or your proposal must be directed in writing exclusively to the Library's procurement manager. You should not attempt to contact any other Library personnel about this RFP unless authorized by the procurement manager. Discussions *initiated by the vendors* are grounds for disqualification from participating in this RFP.

6. Selection of Short List Vendor(s)

The evaluation committee may submit a report to the procurement manager with the recommendation to make an award to a single vendor. Alternatively, if more than one vendor stands out, the committee may submit recommendations for vendors for oral presentations or interviews as appropriate.

7. Interview Top Ranked Vendor(s)

To ensure adequate preparation, a demonstration agenda will be included a "notification letter" inviting the vendor(s) to present during an oral presentation. The agenda will include the following: date, time and location; an overview of the topics to be presented, if applicable. The actual staff, consultant or network analyst that would be working on this project must be at the meeting for introduction to the evaluation committee. All presentations or interviews will be held at the Library administrative offices and would not exceed 40 minutes in length.

8. Selection of Finalist & Commence Negotiations

The responsible vendor whose proposal represents the best value to the Library will be invited to enter into negotiations. Confidential discussions with one or more finalist vendors may be conducted. After the oral presentation, the Procurement Manager will send written notification to the vendors of the status of their proposal.

9. Finalize Agreement & Commence Project

Vendor signature is also required at this step. The only modifications that can be made at this step are the terms & conditions. In the event that mutually agreeable terms cannot be reached within the time specified, the Library reserves the right to negotiate with other vendors without undertaking a new procurement process.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the Library's procurement policy and procedures.

1. Acceptance of Conditions Governing the Procurement

Vendors must indicate their acceptance of this section, Conditions Governing the Procurement section in the Letter of Submittal, the required contents of which are described in [Section IV](#) – Preparation of Proposals.

2. Incurring Cost

Vendor agrees to incur all costs associated with the submission of the Proposal, or in making necessary studies or designs for the preparation thereof. Further, no reimbursable cost may be incurred in anticipation of an award.

3. Guarantee of Proposal

Responses to this RFP, including proposal prices, will be considered firm and irrevocable for one-hundred and twenty (120) days after the due date for receipt of proposals or one-hundred and twenty (120) days after receipt of a best and final offer, if one is submitted.

4. Agreement Terms and Conditions

The Agreement between the Library and a vendor shall follow the Library's Service Agreement terms and conditions set forth in Appendix A, "Sample Service Agreement". If a vendors' proposal does not indicate an objection for a specific term or condition, that term or condition will be deemed accepted by the vendor and ineligible for negotiation. The Library reserves the right to negotiate with a successful vendor provisions in addition to those contained in this RFP. The contents of this RFP, as

revised and/or supplemented, and the successful vendor's proposal will be incorporated into and become part of the Agreement.

Should a vendor wish to negotiate any of the Library's terms and conditions, as contained in this Section or Appendix A, vendor must propose specific alternative language and indicate the reason for the suggested modification. Vendors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. The Library may or may not accept the alternative language and shall consider it during the evaluation process. General references to the vendor's terms and conditions or attempts at complete substitutions are not acceptable to the Library and will result in disqualification of the vendor's proposal.

5. Vendor's Terms and Conditions

Vendors must submit with the proposal any additional suggested modifications to the Library's terms and conditions that they wish to have included in an Agreement negotiated with the Library.

6. Negotiations

Any additional terms and conditions not contained in Appendix A may be negotiated by Library and the selected vendor.

7. California Public Records Act (CPRA)

All proposals become the property of the Library, which is a public agency subject to the disclosure requirements of the California Public Records Act (PRA, California Government Code §6250 and following). The PRA contains limited exemptions. If proprietary information is contained in or attached to the written proposal, and you claim that it falls within one or more PRA exemptions, the proposal must clearly mark that information "Exempt from PRA" and give the legal citation exempting the record or portion of record from the PRA. In the event of a PRA request for such information, the Library will contact you and request that you agree in writing to defend and indemnify the Library in any litigation that may result from denial of a PRA request. Unless you timely agree to do so, the Library will disclose the information under the PRA.

8. Confidentiality

Each proposal, including all documentation submitted in response to this RFP, will be kept confidential until negotiations are complete, whereas such time all documents become public records under state and local law.

9. Electronic Mail Address

Most of the communication regarding this procurement will be conducted by electronic mail (e-mail). Potential Vendors agree to provide the Procurement Manager with a valid e-mail address to receive this correspondence.

10. Use of Electronic Versions of the RFP

This RFP is being made available by electronic means. If accepted by such means, the Vendor acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Vendor's possession and the version maintained by the Procurement Manager, the version maintained by the Procurement Manager must govern.

11. Reservations

The Library reserves the right to take the following action(s) at any time, for its own convenience, and at its sole discretion:

- a) Reject any and all proposals when deemed to be in the Library's best interest.
- b) Cancel the RFP prior to award and issue a new RFP any time thereafter.
- c) Extend any or all deadlines specified in the RFP, including deadlines for accepting responses.
- d) To waive any minor informality, minor irregularity, immaterial defect or technicality in proposals received when deemed to be in the best interest of the Library.
- e) Disqualify any vendor because of any real or apparent conflict of interest or evidence of collusion that is disclosed by the proposal or other data available to the Library. Such disqualification is at the sole discretion of the Library and its decision shall be final.
- f) Reject the proposal of any vendor that is in breach of or in default under any other Agreement with the Library.
- g) Reject any proposal deemed by the Library to be non-responsive, or submitted by a vendor deemed to be unreliable, unqualified, or not responsible.

SECTION II CONDITIONS GOVERNING THE PROCUREMENT

- h) Accept all or only a portion of the proposal as provided by a Vendor.

12. Disclaimer

This document will not be construed as a request or authorization to perform work or supply product at the Library's expense. This RFP does not represent a commitment to contract for services.

The information in this RFP is accurate to the best of the Library's knowledge, but is not guaranteed to be correct or complete.

SECTION III PROPOSAL FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Only one complete proposal that addresses all the requirements of the RFP will be accepted from any one person, partnership, corporation or other entity; however, several alternatives may be included in one proposal.

B. HARD COPY PROPOSAL FORMAT

- All proposals shall be typewritten in standard 8 ½ x 11” format (alternate format is permissible for charts, spreadsheets, etc.) and organized with delineation for each section.
- **Recommended font size is 12 for ease of reading.**
- **Please use recyclable paper and print on both sides when possible.**
- Proposals shall be in a binder or otherwise bound securely.
- Proposals shall consist of two separate sections:
 - o The main part of the binder will consist of the table of contents, executive summary, experience, references, project plan and any other submittals required, excluding the proposed cost of the proposal.
 - o The pricing portion of the proposal should be in a sealed envelope or other securely fashioned area that can be attached to the binder for easy access when time to review pricing. It can be placed in a pocket of the binder, attached at the spine or securely taped to the inside.

C. PROPOSAL ORGANIZATION

The proposal must be organized in the order as outlined in Section IV and they must contain, at a minimum the required information as outlined in Section IV.

A. GENERAL INFORMATION

This section provides general and background information useful to vendors, and also specific instructions that should be followed in preparing proposals.

1. Library Resources

Library resources shall be specifically defined in the Agreement. The following resources may be provided to the vendor for use on this Service Agreement, depending upon location and availability.

- temporary work space and meeting rooms
- other technical support resources

The vendor must provide computing and phone equipment as required to meet the SOW.

2. Work Performance

For the purpose of preparing proposals, assume that any on-site work will be performed during normal business hours at the Library Administrative office located in Santa Clara County.

3. Project Timeframe

For the purpose of preparing proposals, assume that a Service Agreement will be finalized during June 2009. The Library would like to have this project completed as soon as possible; however we would like vendors to recommend the appropriate timing of the survey given the current county election cycle.

B. PREPARATION OF PROPOSALS

This section covers the general and background information each vendor is required to provide when submitting their proposal. All information contained in the proposal should be concise and responsive to the content of this request.

Answers to questions in this section shall be completed in sequential order as outlined below. The proposal shall be in the required format with all forms, answers and attachments sequentially numbered to correspond to the applicable information requested in this RFP. Promotional or marketing materials should be kept to a minimum and will not substitute for responses to the questions. If a question is not applicable, indicate same in the proposal.

Table of Contents

For ease of review and comparison, please include a table of contents identifying each of the following requirements.

1. Letter of Submittal

Each proposal received must include a letter of submittal. The letter of submittal MUST:

- a) Identify the submitting vendor
- b) Identify the name, title, address, telephone and e-mail address of the person authorized by the vendor to contractually obligate the vendor;
- c) Identify the name, title, telephone and fax numbers, and e-mail addresses of the person authorized by the vendor to negotiate the Agreement on behalf of the vendor; *(if different from b)*
- d) Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification; *(if different from b)*
- e) Explicitly indicate acceptance of the Conditions Governing the Procurement stated in [Section II, Paragraph C.1](#);
- f) Be signed by the person authorized to contractually obligate the vendor;
- g) Acknowledge receipt of any and all addenda to this RFP; and
- h) Identify all sections of the proposal that the vendor claims contain proprietary or confidential information as “Exempt PRA”.

2. Executive Summary

Include an executive summary which should be two or three paragraphs providing the evaluation committee with an overview of the significant technical and business features of the proposal. This section should provide a high level summary of the proposal, including vendor qualifications, approach to managing and implementing this project, and vendor’s unique qualifications.

- a) Provide a narrative statement that illustrates vendor's understanding of the project requirements and expectations of the Library.
- b) Provide a narrative statement that sets out the methodology the vendor intends to employ and that illustrates how this methodology will serve to perform the described services to reach the project objectives.

3. Vendor Experience / Information

The vendor shall include in their proposal a statement of relevant experience with like-sized or similar organizations. It should thoroughly describe, in the form of a narrative, its experience and success as well as the experience and success of subcontractors, if applicable in providing and / or supporting the proposed solution. In addition, vendors are required to provide the following information:

- a) The company name, if applicable, business address, including headquarters and all local offices and telephone numbers. If vendor is an independent contractor, state name, address, email and phone numbers.
- b) A description of the organization, including names of principals, number of employees world wide, in the US and locally, client base, areas of specialization and expertise, and any other information that will assist the evaluation committee in formulating an opinion about the stability and strength of the organization.
- c) Provide the name of the jurisdiction in which the vendor is organized and the date of such organization.
- d) Provide a description of the depth of experience that qualifies the vendor for this project.
- e) Provide complete disclosure if the Vendor (including subsidiaries, parent, other corporate affiliates, or subcontractors) has defaulted in its performance on a contract during the past five years which has led the other party to terminate the contract. If so, identify the parties involved and the circumstances of the default or termination. If not, clearly state if this has not occurred.
- f) Provide complete disclosure if the vendor (including subsidiaries, parent, other corporate affiliates, or subcontractors) have been involved in list of any lawsuits the past five years, including the outcome of those lawsuits. Identify the parties involved and

circumstances. Also, describe any civil or criminal litigation or investigation pending. If not, clearly state if this has not occurred.

4. Past Performance (References)

The Proposal shall include three references from different customers who are willing to validate the vendor's past performance on similar projects. The minimum information that shall be provided for each reference follows:

- a) Name and title of contact person
- b) Name of Company or Entity
- c) Address
- d) Direct telephone number
- e) Email address
- f) A description of the services provided and dates the services were provided

Please verify in advance that the information provided on contacts is still valid and they are willing to serve as a reference.

At least TWO of the references for the proposed project shall be from a project of comparable or larger size in scope. Vendors are encouraged to include additional references that they believe the evaluation committee would find helpful in thoroughly evaluating their past performance.

C. PROJECT PLAN AND MANAGEMENT

1. Project Plan and Project Management

The vendor will be responsible for supplying professional expertise and leadership for the completion of the project. The completion of the project must be cooperatively managed by the vendor and the Library Administrative Services Manager. For reference, see the sample Scope of Work; [Appendix B](#).

Periodic meetings will focus on discussing project progress, risk management, problem areas, next steps and future plans. Meeting minutes, action items, item/issues discussed and outstanding issues will be documented and distributed after each meeting by the vendor.

- a) Vendors shall include the implementation plan recommended to employ for the project and an explanation of how it will support the project requirements and logically lead to the required deliverables. If applicable, the description shall include the organization of the project team, including accountability and lines of authority.
- b) Vendors shall describe how the relationship between the Library and the vendor will be managed from an account and technical support perspective.
- c) Vendors shall describe what is required of the Library to ensure the successful completion of the Scope of Work.
- d) Vendors shall include the steps that will be undertaken to identify and resolve any issues or challenges.
- e) Vendors shall provide resumes, experience narratives and, if the proposed consultant is an employee or subcontractor of the vendor, provide at least one reference for all key personnel who will be assigned to the project, if awarded the agreement.
- f) If the proposed key personnel is an employee or subcontractor of a vendor, the experience narratives should include relationship with the vendor, including job title and years of employment with the vendor; role to be played in connection with the proposal; relevant certifications and experience.

2. System Documentation

The proposal shall include an example of a previous survey and related results completed by the consultant proposed to work for the Library.

3. Project Work Plan

The Proposal shall include a detailed work plan for the analysis and completion of all phases and or deliverables in the Scope of Work.

- a) Task Level – The plan shall include all activities necessary for a successful project down to the task level. No task can exceed more than eighty hours in the work plan.
- b) Identify All Resources – The plan shall clearly identify all vendor (including subcontractors) and Library resources required to successfully complete the project. The vendor shall provide job descriptions and the number of personnel to be assigned to tasks

supporting implementation of the project. Identify Library resources needed for each task.

D. [OTHER REQUIREMENTS](#)

1. Non-Collusion Declaration and Designation of Subcontractors

Vendors shall complete and submit with their proposal the Non-Collusion Declaration ([Appendix C](#)) and Designation of Subcontractors ([Appendix D](#)) with their proposals.

2. Insurance and Indemnification

Vendor shall indicate agreement to provide an insurance certificate as stipulated in Appendix A within five (5) days of any contract award relating to this RFP.

E. [COST PROPOSAL](#)

Vendors shall provide cost information, submitted separately as instructed in [Section II-B](#). The proposed costs shall directly relate to the stages or deliverables completed in the Scope of Work and payments should be due only upon acceptance of deliverables by the Library's Administrative Services Manager (ASM). Responses shall identify all costs related to the vendor proposal including any miscellaneous expenses. The Library does not pay in advance of services provided.

The proposal shall enable the Library to evaluate the responsiveness and quality of the proposal to each of the RFP requirements. If an award is made, it will be made to the responsive and responsible vendor that offers the Library the greatest value based on an analysis involving a number of criteria. Proposals will be evaluated by a management team, which will make a recommendation to the Procurement Manager to commence negotiation.

The overall total cost to the Library will be considered in the evaluation; however the Library initially reviews and scores all proposals without reviewing the pricing portion. Although cost may be of lesser importance as an evaluation factor, it should not be ignored. The quality of the proposals equalizes the importance associated to cost increases with respect to the other evaluation factors.

A. PROPOSAL EVALUATION CRITERIA

Only vendors deemed responsible and responsive, with proposals in the competitive range may be considered for award. The proposal should give clear, concise information in sufficient detail to allow an evaluation based on the criteria below. A maximum score of 100 points can be awarded to proposers.

Proposal Responsiveness (Pass or Fail)

- Responsiveness (pass) is indicated if all mandatory requirements are met
- Vendors may be disqualified (fail) from the procurement without further consideration for any of the following:
 - o Evidence of collusion, directly or indirectly, among vendors in regard to the amount, terms or conditions of this proposal
 - o Failure to direct all questions regarding this RFP in written form through the BidSync website
 - o Offering gifts or souvenirs, even of minimal value, to Library officers or employees
 - o Any attempt to improperly influence any member of the selection staff
 - o Existence of any lawsuit, unresolved contractual claim or dispute between the vendor and the Library
 - o Evidence of submitting incorrect information in the response to a solicitation or misrepresentation or failure to disclose material facts during the evaluation process

Firm or Independent Contractor Experience (20 points available)

- Years of relevant experience
- Experience with other government entities or similar clients
- Similarity of engagement with other clients
- Demonstrated capacity to successfully fulfill the RFP requirements

Assigned Staff or Independent Contractor (30 points available)

- Individual qualifications, such as experience, education, and training

- Similarity of services provided to clients
- The role of the employees in providing the proposed scope of services
- Quality of the example of previous work, if available

Project Approach/Methodology (40 points available)

- Proposed process completing the analysis and recommendations
- Projected role of Library staff during the project
- Proposed project timetable and ability to meet deadlines
- Demonstrated understanding of and capability to successfully accomplish the scope of services

Cost of proposal / overall value to the Library (10 points available)

- Any unique experiences, approach and methodologies that may make the proposed services more desirable to the Library than that of a competitor
- References
- Appropriateness of cost in relation to time and expertise required for the project

B. OPTIONAL ORAL PRESENTATIONS

The Library may invite vendors, ranked highest among the written submissions to make an oral presentation and interview with the evaluation team. Presentations, if requested, will be limited to a maximum of forty (40) minutes per vendor. Dates and times shall be scheduled with the short listed vendors via email and or telephone.

Oral presentation and interview content will be evaluated based on most of the same criteria listed in section A above. The successful vendor will be selected on the basis of the highest aggregate score awarded. The final scores can be taken from the written submission alone or if oral presentations are held, written submission scores will be combined with oral presentation scores.

C. RECOMMENDATION FOR AWARD

The Evaluation Team will thereafter submit a written report and a recommendation to the Procurement Manager to commence with contract preparation.

D. AWARD

The Library will select the vendor that best meets the Library's needs and offers the greatest value as set forth in this RFP, their proposal, as well as such other information as may be obtained having a bearing on the contract award decision. The final selection of the vendor will be within the sole judgment and discretion of the Library.

[Sample Service Agreement](#)CONTRACT AUTHORIZATION

It is agreed between Library and Vendor that Vendor will, for the compensation described in this Agreement, perform the work described in the Contract Specifics in accordance with all terms and conditions of this Agreement including all exhibits. In addition, Library and Vendor certify that the Vendor will act as an independent contractor in the working relationship between Library and Vendor. Further, Vendor certifies that the Contracting Principles self-declaration and insurance information are true and correct.

Signatures

Contract is not valid until signed by the Vendor and Library Procurement Manager. Signatures of the County Counsel and Joint Powers Authority Officer are required for contracts exceeding the Procurement Managers delegation of authority.

CONTRACT SPECIFICS

Describe the services to be performed or unique elements of the contract. If more space is needed, attach a separate document—“Attachment A”. If the Vendor wishes to add contract language or modify the Standard Service Agreement, then County Counsel must approve and sign the Agreement. County Counsel approval is not required if Attachment A refers to Contract Specifics listed on this page.

- A. Service Description and Expected Outcome (scope of service)
- B. Deliverables, Milestones, Timeline for Performance
- C. Performance Standards (List specific standards and criteria sufficient to evaluate Vendor’s performance and quality of deliverables)
- D. Payment Schedule (Be specific as to hourly rate, payment by milestones, etc.)

STANDARD PROVISIONS**A. ENTIRE AGREEMENT**

This document represents the entire Agreement between the parties. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of the agreement are merged into this Agreement.

B. CONFLICTS OF INTEREST

In accepting this Agreement, Vendor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Vendor further covenants that, in the performance of this Agreement, it will not employ any Vendor or person having such an interest.

C. GOVERNING LAW, VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

D. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

E. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing and shall apply to the specific instance expressly stated.

F. NON-DISCRIMINATION

Vendor shall comply with all applicable Federal, State, and local laws and regulations. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Vendor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Vendor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

G. TERMINATION

The Library may, by written notice to Vendor, terminate all or part of this Agreement at any time for the convenience of the Library. The notice shall specify the effective date and the scope of the termination. In the event of termination, Vendor shall deliver to Library all documents prepared pursuant to the Agreement, whether complete or incomplete. Vendor may retain a copy for its records. Upon receipt of the documents, Vendor shall be compensated based on the completion of services provided, as solely and reasonably determined by Library.

CONTRACTING PRINCIPLES

Vendor Self-Declaration

Vendor shall, during the term of this contract, comply with all applicable federal, state, and local rules, regulations, and laws.

Vendor shall maintain financial records adequate to show that Library funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this contract.

Vendor shall provide to Library, within fifteen (15) days of receipt by Vendor, with copies of any and all financial audits completed during the term of the contract. For the purposes of this section, “financial audit” includes any final audit report transmitted to Vendor by the auditor, but does not include draft reports, of performance or program audits.

Vendor shall use Library funds paid under this contract for Library services and shall not use Library funds for general employer costs that do not support or otherwise directly relate to the

scope of contracted services. Consistent with the financial provisions of the contract, this requirement shall not preclude the realization of profit or savings.

Vendor shall promptly advise the Library Project Manager responsible for monitoring the contract of: (1) the issuance of any legal complaint by an enforcement agency, or of any enforcement proceedings by any Federal, State, or Local agency for alleged violations of federal, state or local rules, regulations or laws, and/or (2) the issuance of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations, or laws.

Vendor provided to Library as a part of the selection process certain information pertaining to the provision of services under this contract and/or expenditures to be charged under the contract, including information concerning wages and benefits for Vendor's employees, length of service, staff turnover and training, complaints (if any) regarding legal violations and collective bargaining agreements and/or personnel policies. Vendor warrants and represents that the information so provided was complete and accurate.

The failure of Vendor to comply with any portion of this section, including the Vendor Self-Declaration of Status is considered a material breach of this contract and may, at the option of the Library, constitute grounds for the termination and non-renewal of the contract. Vendor may be provided reasonable notice of any intended termination or non-renewal on the grounds of noncompliance with this Section, and will have the opportunity to respond and discuss the Library's intended action.

INSURANCE / INDEMNIFICATION

Vendors must comply with the Library's insurance and indemnification requirements as indicated below.

A. TYPE OF INSURANCE LANGUAGE

The following standard insurance and indemnification language is attached and incorporated into this agreement:

- o B-2A Standard Service Agreements between \$50,000 and \$100,000

B. DETERMINATION OF INSURANCE REQUIREMENTS

- o Workers Compensation:
Does the **Vendor** have employees?
If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED
- o Owned Auto Insurance:
Will the **Vendor** use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?
If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.
- o Hired Auto Insurance:
Will the **Vendor** use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?
If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.
- o Non-owned Auto Insurance:
Will the **Vendor** be using any non-owned autos in the provision of direct services, such as

transporting clients in non-owned autos or operating non-owned autos in performance of the work itself?

If “YES”, then INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.

ADDITIONAL ATTACHED EXHIBIT (S) (optional)

If exhibits are added to this Service Agreement, the contract will require review, approval and signature of County Counsel, with the exception of attachments that further explain the Contract Specifics or insurance exhibits. Examples of attachments that require County Counsel approval are:

- A. Vendor’s terms and conditions that are different than, or add to the standard provisions language,
- B. Any changes to the language in Standard Provisions.

The Exhibits named above are attached hereto and incorporated herein by this reference

MISCELLANEOUS

Statement of Economic Interest, FORM 700

If Form 700 is required, it must be filed with the Library within 30 days of the contract’s effective date.

SCOPE OF WORK

Problem Statement

In order to proceed with implementation of the Library's Strategic Plan, it is necessary to contract with a polling consultant to develop a survey of Library service area non-users. A survey focused exclusively upon this group has never been conducted and the research results will frame action steps for the next several years.

Scope

The survey should be significant in size as justified by the vendor so as to provide separate statistically relevant data for each city and the unincorporated areas of the county. It should identify and target non-Library card user groups and determine their needs in order to increase staff's ability to provide service and market to targeted groups. In addition to the basic demographic data (age, gender, location, education, occupation, language(s), children, etc.) the Library wants the survey results to answer the following questions for each of the cities and the unincorporated areas of the county:

1. Why aren't non-Library card holding residents using the Library?
2. What are the barriers to the non-user in being converted to a Library user?
3. What are the preferences of each community for Library operating hours and days of operation?
4. Test operating hours / days.
5. How do they define convenience?
6. Address convenience issues: Parking, other transportation issues.
7. Do they have a SCCL Library Card? (Other local Library cards?)
8. When is the last time they went to a SCCL Library? Any Library?
9. Have they ever read the SCCL Newsletter that is mailed out three times per year?
10. How would they feel about alternative physical spaces such as kiosks?
11. Do they have access to the internet? Where? Speed?
12. Have they ever visited the SCCL website?
13. Do they know about Library services available over the internet? (http://www.santaclaracountylib.org/electronic_Library/)
14. Would they use the Library if items could be ordered on-line and then mailed to their residence? (Netflix model)
15. Would they be willing to pay \$3.00 per transaction for this service?

Deliverables:

All deliverables for this project are to be provided in both printed format and editable (electronic) format.

A. Project Timeline

Working with the Library's Administrative Services Manager (ASM), agree upon the timeline of the deliverables of the project.

Deliverable

Final written timeline is delivered to the ASM.

Delivery is complete upon written acceptance by the Library ASM.

B. Develop Surveys

Working with the Library's survey team, create a survey to meet the required goals of the project.

Deliverable

Draft Final survey customized for each of the target communities.

Delivery is complete upon written acceptance by the Library ASM.

C. Perform Surveys

Collect enough responses from each target community to be statistically relevant for each.

Deliverable

Provide written notification to the Library ASM of the completion of this phase of the project. Include preliminary results regarding the number of respondents successfully contacted.

D. Documented Results

A survey results package is to be presented to the Library's survey committee. Each package will include the survey questions, graphs and charts and should reflect cumulative findings as well as separate analysis by communities.

Deliverable

2 sets of cross tabulations.

Vendor shall provide five copies of the completed survey package as well as an electronic version of the documents.

A PowerPoint executive summary presentation of the survey findings presented to the Library Survey Committee and JPA Board.

Provide 15 color hard copies of the presentation.

Delivery is complete upon written acceptance by the JPA Board.

Non-Collusion Declaration

I, _____, am the
(Print Name)

_____ of _____
(Position Title) (Company Name)

and declare that I am the party making the foregoing proposal. That the proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the proposal is genuine and not collusive or a sham. That the vendor has not directly or indirectly induced or solicited any other vendor to put in a false or sham proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any vendor or anyone else to put in a sham proposal. The vendor has not indirectly, sought by agreement, communication or conference with anyone to fix the proposal price or that of any other vendor, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract. That all statements contained in the proposal are true; and, further, that the vendor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

AUTHORIZED SIGNATURE _____

PRINT NAME _____

DATE _____

Designation of Subcontractors

The vendor shall completely fill in the form below for each subcontract that exceeds one-half percent (1/2%) of the vendor's total proposal. A subcontractor is defined as a person who;

1. Performs work or labor
2. Provides a service to the vendor
3. Specially fabricates and installs a portion of the work according to the plans and the specifications

Work shall be done in compliance with California Public Contract Code 4100-4114 and any amendment thereof.

Vendors shall assume full responsibility for the actions, omissions and errors of subcontractors listed below. No change in subcontractor shall be permitted, after award, without prior written approval from the Library Procurement Manager. Changes in subcontractors without prior written consent from the Library Procurement Manager can result in the cancellation of the agreement.

NAME OF SUBCONTRACTOR	COMPLETE ADDRESS AND TELEPHONE NO.	SPECIALTY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

COMPANY NAME: _____

AUTHORIZED
SIGNATURE: _____

PRINT NAME: _____

DATE: _____

B-2A

INSURANCE REQUIREMENTS FOR STANDARD SERVICE CONTRACTS**INDEMNITY**

The Vendor shall indemnify, defend, and hold harmless the Santa Clara County Library District Joint Powers Authority (hereinafter "Library"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Vendor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the Library. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Library. The Vendor shall reimburse the Library for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Vendor is obligated to indemnify, defend and hold harmless the Library under this Agreement.

Insurance

Without limiting the Vendor's indemnification of the Library, the Vendor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverage and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Vendor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Vendor upon request.

This verification of coverage shall be sent to the following unless otherwise directed.

Certificates of insurance can be emailed to:

certonly@periculum.com

Certificates of insurance can be faxed to:

Primary fax: (517) 647-7900 Alternate fax: (775) 245-2513

Certificates of insurance can be mailed to:

Santa Clara County Library
c/o Periculum Services Group
P.O. Box 257
Dept. #84-
Portland, Michigan 48875-0257

The Vendor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the Periculum Services Group. This approval of insurance shall neither relieve nor decrease the liability of the Vendor.

B. Qualifying Insurers

All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the Periculum Services Group.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified Library insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the Library or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$1,000,000
 - c. Products / Completed Operations aggregate - \$1,000,000
 - d. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the Library or their designated agent.

Additional Insured Endorsement, which shall read:

“County of Santa Clara and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insured. Additionally, the Santa Clara County Library District Joint Powers Authority, (“Library”) and the members of the JPA Board, and the officers, agents and employees of the Library, individually and collectively, as additional insured.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the Library, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$100,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance
 - a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
 - b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Vendor and any approval of said insurance by the Library or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Vendor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The Library acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Vendor. However, this shall not in any way limit liabilities assumed by the Vendor under this Agreement. Any self-insurance shall be approved in writing by the Library upon satisfactory evidence of financial capacity. Vendors' obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Vendor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Vendor may insure subcontractors under its own policies.
4. The Library reserves the right to withhold payments to the Vendor in the event of material noncompliance with the insurance requirements outlined above.

Before receiving compensation under this Agreement, the Vendor will furnish the Library with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the Library cited herein. If such bond is canceled or reduced, Vendor will notify the Library immediately, and the Library may withhold further payment to the Vendor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of the Library.