Library Management System
October 2, 2020

IMPORTANT: SUBMIT PROPOSAL IN SEALED PACKAGE WITH PROPOSAL NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

SAN JOAQUIN VALLEY LIBRARY SYSTEM
2420 MARIPOSA STREET
FRESNO, CA 93721-2204

Closing date of bid will be at 3:00 p.m., on November 16, 2020.

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

- Proposals will be opened and publicly read at that time. All proposal information will be available for review after contract award.
- Clarification of specifications is to be directed to: Chris Wymer, phone (559) 600-6256, e-mail christopher.wymer@sjvls.org. Fax (559) 600-7628.

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

BIDDER TO COMPLETE

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

COMPANY

ADDRESS

CITY   STATE   ZIP CODE

TELEPHONE NUMBER   FACSIMILE NUMBER   E-MAIL ADDRESS

SIGNED BY

PRINT NAME   TITLE

SAN JOAQUIN VALLEY LIBRARY SYSTEM

STANDARD INSTRUCTIONS AND CONDITIONS FOR
REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

   A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.

   B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.

   C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.

   D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.

   E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.

   F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.

   G) Unless otherwise noted, prices shall be firm for 180 days after closing date of bid.

2. SUBMITTING BIDS:

   A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.

   B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The System shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by the System at least 5 working days before bid opening or by the question deadline stated in the RFP/RFQ. All addenda issued shall be in writing, duly issued by the System and incorporated into the contract.

   C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by San Joaquin Valley Library System. The System's purchasing contact shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

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

   The above stated restriction on vendor contact with System representatives shall apply until the System has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual,

or individuals who are managing that protest as outlined in the System's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Administrative Council to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Council.

D) Bids received after the closing time will NOT be considered.

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

F) Public Contract Code Section 7028.15

Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

3. FAILURE TO BID:

A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

A) San Joaquin Valley Library System is subject to California sales and/or use tax (8.975%). Please indicate as a separate line item if applicable.

B) **DO NOT** include Federal Excise Tax. System is exempt.

C) System is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as San Joaquin Valley Library System.

D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

5. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION:

Upon award of bid, the vendor shall submit to System Purchasing, a completed W-9 - Request for Taxpayer Identification Number and Certification if not already a current vendor with The San Joaquin Valley Library System. The vendor shall also submit a completed California FTB Form 590 or Form 587 as appropriate. This form is available from the IRS to complete on line at http://www.irs.gov/pub/irs-pdf/fw9.pdf.

6. AWARDS:

A) Subject to the local preference provisions referenced in Paragraph 7 below and more thoroughly set forth in the General Requirements section of this RFP/RFQ, award(s) will be made to the most responsive responsible bidder. The evaluation will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the System. The System shall be the sole judge in making such determination.

B) Unless bidder gives notice of all-or-none award in bid, System may accept any item, group of items or on the basis of total bid.

C) The System reserves the right to reject any and all bids and to waive informalities or irregularities in bids.

D) After award, all bids shall be open to public inspection. The System assumes no responsibility for the confidentiality of information offered in a bid.

7. LOCAL VENDORS

A) Local Vendor Preference (applicable to RFQ Process only)

The following provisions are applicable only to the System's acquisition of materials, equipment or supplies through the RFQ process when the funding source does not require an exemption to the Local Vendor Preference.

THE PROVISIONS OF THIS PARAGRAPH ARE APPLICABLE, NOTWITHSTANDING ANY OTHER PROVISIONS OF THE RFQ TO THE CONTRARY

If the apparent low bidder is not a local vendor, any local vendor who submitted a bid which was within five percent (5%) of the lowest responsive bid as determined by the purchasing agent shall have the option of submitting a new bid within forty-eight hours (not including weekends and holidays) of System's delivery of notification. Such new bids must be in an amount less than or equal to the lowest responsive bid as determined by the purchasing agent. If the purchasing agent receives any new bids from local vendors who have the option of submitting new bids within said forty-eight hour period, it shall award the contract to the local vendor submitting the lowest responsible bid. If no new bids are received, the contract shall be awarded to the original low bidder as announced by the purchasing agent.

B)   Local Vendor Defined

"Local Vendor" shall mean any business which:

1.   Has its headquarters, distribution point or locally-owned franchise located in or having a street address within the San Joaquin Valley Library System service area for at least six (6) months immediately prior to the issuance of the request for competitive bids by the purchasing agent; and

2.   Holds any required business license by a jurisdiction located in Merced, Mariposa, Madera, Fresno, Kings, Tulare or Kern Counties; and

3.   Employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Merced, Mariposa, Madera, Fresno, Kings, Tulare or Kern Counties, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within Merced, Mariposa, Madera, Fresno, Kings, Tulare or Kern Counties.

8.   TIE BIDS:

All other factors being equal, the contract shall be awarded to the local vendor or, if neither or both are local vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of this RFP state that they are applicable, the provisions of the System Local Vendor Preference shall take priority over this paragraph.

9.   PATENT INDEMNITY:

The vendor shall hold the System, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

10. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within 30 days of bid closing date) be returned at the bidder's expense. In the absence of such notification, System shall have the right to dispose of the samples in whatever manner it deems appropriate.

11. RIGHTS AND REMEDIES OF SYSTEM FOR DEFAULT:

A)   In case of default by vendor, the System may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the System shall be considered the prevailing market price at the time such purchase is made.

B)   Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse System for expenses related to delivery of non-specified goods or services.

C)   Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

12. DISCOUNTS:

Terms of less than 15 days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period

will commence either the later of delivery or receipt of invoice by the System. Standard terms are Net Forty-five (45) days.

13. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS.

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

14. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the System a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act. California State Labor Code Sections 6360 through 6399.7.)

15. RECYCLED PRODUCTS/MATERIALS:

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

16. YEAR COMPLIANCE WARRANTY

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to System's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the System may otherwise have under this Agreement with respect to defects other than year performance.

17. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the San Joaquin Valley Library System harmless.

18. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to System's monitoring of said compliance.

Vendor may be a business associate of System, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of System as specified by the System, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures if PHI may not be more expansive than those applicable to System, as the "Covered Entity" under HIPAA'S Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the System, or as required by law without written notice to the System.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of System, shall comply with the same restrictions and conditions with respect to such information.

19. APPEALS

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations. Appeals should be submitted to San Joaquin Valley Library System, 2420 Mariposa Street, Fresno, California 93721 to the attention of the buyer designated on the RFP/RFQ cover letter. Appeals should address only areas regarding RFP/RFQ contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

System will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of the buyer, he/she shall have the right to appeal to the SJVLS Administrative Librarian within seven (7) business days after System's notification; except if, notified to appeal directly to the Administrative Council at the scheduled date and time.

If the protesting bidder is not satisfied with Buyer/Administrative Librarian's decision, the final appeal is with the Administrative Council.

20. OBLIGATIONS OF CONTRACTOR:

   A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

   B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

21. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to the San Joaquin Valley Library System, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the System's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

22. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:

    o fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

    o violation of a federal or state antitrust statute;

    o embezzlement, theft, forgery, bribery, falsification, or destruction of records; or

    o false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

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OVERVIEW

1. Purpose

San Joaquin Valley Library System (SJVLS or System) is seeking responses from qualified vendors for a library management system (LMS) capable of supporting a 10-member, 112-location consortium of public libraries. SJVLS previously issued an RFI in 2016 to survey commercial LMS options and see if any of them were competitive with the Evergreen open source software in terms of consortia operational needs and migration/support costs. After careful consideration of LMS functionality and costs, SJVLS made the decision to remain on Sirsi Dynix's Horizon LMS and incorporate their new BlueCloud products.

To be considered "qualified" a vendor's solution must:
- Support standard library functionality in circulation, cataloging, acquisitions, serials and the public catalog
- Efficiently support consortia by streamlining configuration by groups of libraries
- Be installed in a public library consortium of comparable size (locations/circulation) in the United States, such installation having been in full production for at least 18 months.

2. Background

SJVLS serves the public library systems of Fresno, Kern, Kings, Madera, Merced, Mariposa, and Tulare counties, and the city/district libraries of Coalinga-Huron, Porterville, and Tulare. In all, SJVLS represents 10 library jurisdictions and 112 individual library locations including large urban, medium city/suburban, and small, isolated rural libraries. [See "Find a SJVLS Library" at https://www.sjvls.org/library-locations for a map of branch locations.] SJVLS has a long history of sharing a single LMS and actively sharing the majority of its library resources.

SJVLS attempts to provide the member libraries with services that can be performed more economically as a consortium than as individual libraries. These services will be delineated below in the scope of work.

KEY DATES

RFP Issue Date:	**October 2, 2020**
Vendor Teleconference: **(Calling instructions will be posted on www.sjvls.org the week prior)**	**October 22, 2020 10:00 AM PDT**
Deadline for Written or Fax Requests for Interpretations of Corrections of RFP:	**October 30, 2020 10:00 AM PDT**
Response to Questions Posted:	**November 3, 2020**
RFP Closing Date:	**November 16, 2020 3:00 PM PST**
Vendor Presentations:	**Week of December 9 – 16, 2020 (exact date and location to be arranged)**

PROPOSAL IDENTIFICATION SHEET

RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL

Our proposal is attached and identified as:

_____

_____

The undersigned agrees to furnish the service stipulated at the prices and terms stated in the cost proposal.

Work services will commence within _____ calendar days after signing of the final contract

Company: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Signed by: _____

_____
Print Name

_____
Print Title

_____
Telephone   Fax Number   E-mail Address

Date: _____

TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the System shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

> "...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every citizen has a right to inspect any public record".

The System will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

> "...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by San Joaquin Valley Library System's legal counsel to determine conformance or non-conformance to this definition. Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc. Such material should be submitted in a separate binder not marked "Trade Secret".

INFORMATION THAT IS IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. SYSTEM WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The System shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required under the provision of law or by order of Court.

Vendors are advised that the System does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the San Joaquin Valley Library System has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret."

Enter company name on appropriate line:

_____   has submitted information identified as Trade Secrets in a
(Company Name)   separate marked binder.**

_____   has not submitted information identified as Trade Secrets.
(Company Name)

ACKNOWLEDGED BY:

_____

Signature   Telephone

_____

Print Name and Title   Date

_____

Address

_____

City   State   Zip

**Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

_____

_____

_____

_____

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:

  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

  - violation of a federal or state antitrust statute;

  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or

  - false statements or receipt of stolen property

- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the System in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (http://www.epls.gov); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the System harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

(1)   The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:

    (a)   Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

    (b)   Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    (c)   Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2)   Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____   Date: _____

_____   _____
(Printed Name & Title)   (Name of Agency or Company)

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: _____

REFERENCE LIST

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

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

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

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

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

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

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

PARTICIPATION

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

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

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

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

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

_____

(Authorized Signature)

_____

Title

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

GENERAL REQUIREMENTS

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal and is identified on the "Provider" line of the Proposal Identification Sheet.

LOCAL VENDOR PREFERENCE: The Local Vendor Preference does not apply to this Request for Proposal.

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

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

PROPOSAL PREPARATION: Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

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

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

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

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

SALES TAX: San Joaquin Valley Library System pays California State Sales Tax in the amount of 8.975% regardless of vendor's place of doing business. Services are generally not subject to sales and use tax unless part of the fabrication of a tangible item as described in the California State Board of Equalization website http://www.boe.ca.gov/sutax/staxregs.htm.

RETENTION: San Joaquin Valley Library System reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

ORAL PRESENTATIONS: Each finalist may be required to make an oral presentation and answer questions from System personnel.

AWARD/REJECTION: The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the System. The System shall be the sole judge in making such determination. The System reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected.

System Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the San Joaquin Valley Library System Administrative Council.

NEGOTIATION: The System will prepare and negotiate its own contract with the selected vendor, giving due consideration to the stipulation of the vendor's standard contracts and associated legal documents.

WAIVERS: The System reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the System may require.

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

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

PROPOSAL REJECTION: Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the San Joaquin Valley Library System.

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

CONFIDENTIALITY: Bidders shall not disclose information about the System's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the San Joaquin Valley Library System.

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

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond.

ACQUISITIONS: The System reserves the right to obtain the whole system as proposed or only a portion of the system, or to make no acquisition at all.

OWNERSHIP: The successful vendor will be required to provide to the San Joaquin Valley Library System documented proof of ownership by the vendor, or its designated subcontractor, of the proposed programs.

EXCEPTIONS: Identify with explanation, any terms, conditions, or stipulations of the RFP with which you CAN NOT or WILL NOT comply with by proposal group.

ADDENDA: In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

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

1. Employees of the System or public agencies for which the Administrative Council is the governing body.

2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.

3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.

4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.

5. No System employee, whose position in the System enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

6. In addition, no System employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the System.

FRESNO COUNTY ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED

No officer or employee of the System who separates from System service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any System consultant, vendor, or other System provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the System relationship with the consultant, vendor or other System provider of goods, materials or services.
Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

EVALUATION CRITERIA: Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The System shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or

unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

SELECTION PROCESS: All proposals will be evaluated by a team designated by the Administrative Council. It will be their responsibility to make the final recommendations.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee or the Administrative Council. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the System. Furthermore, System shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, System shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and System shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to System employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save System harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the System or to the Agreement.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at System's request, defend the System, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to System in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the San Joaquin Valley Library System will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the System.

ADDRESSES AND TELEPHONE NUMBERS: The vendor will provide the business address and mailing address, if different, as well as the telephone number and email address of the individual signing the contract.

ASSURANCES: Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The San Joaquin Valley Library System has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

INSURANCE:

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

A. Commercial General Liability

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

B. Automobile Liability

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

C. Professional Liability

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

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

D. Worker's Compensation

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

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

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

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

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

AUDIT AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to the San Joaquin Valley Library System, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the System's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

DEFAULT: In case of default by the selected bidder, the System may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the System.

BREACH OF CONTRACT: In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

SAMPLE CONTRACT: Submitted as a part of bidder's response to the RFP, shall be a sample of the contract he is proposing with the San Joaquin Valley Library System. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

CONFIDENTIALITY

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to System's monitoring of said compliance.

Vendor may be a Business associate of System, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of System, as specified by the System, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to System, as the "Covered Entity" under HIPAA'S Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the System, or as required by law without written notice to the System.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of System, shall comply with the same restrictions and conditions with respect to such information.

APPEALS

Appeals must be submitted in writing within *seven (7) business days after notification of proposed recommendations. Appeals shall be submitted to San Joaquin Valley Library System, ATTN: Administrative Librarian, 2420 Mariposa Street, Fresno, California 93721-2204. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

System will provide a written response to the complainant within *seven (7) business days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of System, he/she shall have the right to appeal to the Administrative Librarian within seven (7) business days after System's notification; except, if notified to appeal directly to the Administrative Council at the scheduled date and time.

If the protesting bidder is not satisfied with Administrative Librarian's decision, the final appeal is with the Administrative Council.

*The seven (7) business day period shall commence upon the date that the notification is issued by the System.

SPECIFIC TERMS AND CONDITIONS

ISSUING AGENT: This RFP has been issued by San Joaquin Valley Library System. The System shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

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

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

NUMBER OF COPIES: Submit one (1) original, with a *reproducible electronic file enclosed and three (3) copies of your proposal no later than the proposal acceptance date and time as stated on the front of this document to San Joaquin Valley Library System Purchasing. The cover page of each document is to be appropriately marked "Original" or "Copy".

*Bidder shall submit one (1) reproducible electronic file (i.e.: PDF file) containing the complete proposal excluding trade secrets. The electronic file should accompany the original binder and should be either attached to the inside cover of the binder or inserted in an attached sleeve or envelope in the front of the binder to ensure the file is not misplaced.

INTERPRETATION OF RFP: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing via email or fax. Any change in the RFP will be made only by written addendum, duly issued by the System. The System will not be responsible for any other explanations or interpretations.

Questions may be submitted subject to the following conditions:

a. Such questions are submitted in writing to the System not later than October 30, 2020 10:00 AM PDT. Questions must be directed to the attention of Christopher Wymer, Supervising Librarian.

b. Such questions are submitted with the understanding that System can respond only to questions it considers material in nature.

c. Questions shall be e-mailed to Christopher Wymer (christopher.wymer@sjvls.org), faxed to (559) 600-7628 or delivered to San Joaquin Valley Library System. If faxing, the bidder must confirm receipt by phone 559-600-6237 within one-half (1/2) hour of transmission.

SELECTION COMMITTEE: All proposals will be evaluated by a review committee that may consist of San Joaquin Valley Library System staff, member library staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the System.

CONTRACT TERM: It is System's intent to contract with the successful bidder for the term of the project. System will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

AUDITED FINANCIAL STATEMENTS: Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, complied or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

SCOPE OF WORK

SJVLS is seeking proposals on current Library Management Systems (LMS) capable of supporting the operations of a large consortium of public libraries. Responses will be evaluated in comparison to cost and functionality of the current Horizon LMS. We are specifically interested in how certain functionality is accomplished in the context of a shared system. There are many different models of consortia sharing of library software, and rarely are two consortia the same in what they share and do not share. The questions in APPENDIX A: Questions Regarding LMS Functionality are intended to help SJVLS assess the ability of the vendor's offering to meet the particular needs of SJVLS.

Current Environment

The current Horizon 7.5.6 LMS is run on 2 RedHat Linux servers (database/business logic and OPAC) and 3 Windows servers (SIP2, and Web Services) at SJVLS headquarters. Almost all servers have been virtualized and are hosted on two VMWare clusters. The current OPAC/Discovery layer, mobile app, and Analytics Reporting Server are SaaS-hosted. All servers are shared by 10 library jurisdictions with:

112 physical circulating locations
3 sub-locations
1 Envisionware 24-hour library with full checkout and check in functionality that is not current in use, but could be re-deployed in the future (SIP2)
5 Public Information Kiosk vending machines (not online, checkout data is loaded from text file using offline mode, only 2 are designated as a separate location)
7 bookmobile/pop up library locations with 5 more planned.
2 virtual locations for eResources
10 jurisdiction level headquarters locations
1 top level headquarters location (SJVLS)
500 concurrent staff users at peak load (749 user accounts)

The following modules/features are in use:

Circulation – 2.8 million items with 4,950,000 circulations per year
Cataloging – 24,000 records added per year
Acquisitions (with EDI) in 3 jurisdictions
Serials – primarily at jurisdictional headquarters library, 523 actively received titles and 2,847 copies
Debt Collection (6 with Unique Management, others with local collection services)
Home Bound – one jurisdiction
Floating collections within jurisdictional boundaries
Requests/Holds – 945,000 requests placed and 750,000 filled per year. Half of all requests currently are filled by an item owned by another library jurisdiction

In addition to the main modules associated with the Horizon ILS, SJVLS utilizes these additional ILS integrations:

Web Services – used to query and return ILS data for use in web applications
Analytics Reporting Server – extracts, transforms, and stores ILS data for use in creating reports, and data visualizations. Report delivery can be scheduled and sent in a variety of formats. We currently have 47 users of the reporting product.
Mobile App – One main app with separate templates for each of our 10 members that allows them to have customized menus and content and integrates their electronic resources.
OPAC/Discovery Layer – with 2 profiles for each jurisdiction, one profile used in-library at OPAC computers and a second for external use with more features integrated in it. Member-specific eResources are integrated into their OPAC profile without the need to include MARC records in the ILS.

The following 3rd party services are integrated with the LMS:

Self-check from TechLogic (24 locations), 3M (3 locations), Bibliotheca (17 locations), open source (3 locations) and Envisionware (1 location) – using SIP2
I-Tiva telephone messaging from Talking Tech – using SIP2
Online credit card payment (SmartPay) from Comprise – using SIP2
Syndetics Unbound book covers, reviews, and other enhanced content
PC Reservation by Envisionware, all locations, 10 SIP instances
JasperReports – using ODBC
EZProxy (10 virtual servers using SIP2)
Debt Collection via Unique Management and jurisdiction collection agencies
Authority Control (Backstage)
Collection HQ – utilizing SQL queries written in-house and the MARC extraction utility
Libcal – for room scheduling and reservations (one member). Patrons are authenticated via an in-house authentication server
Self-Registration with Quipu's eCARD – using Web Services

The following electronic resources are authenticated via SIP2:

Overdrive	7 individual accounts
3M Cloud Library	1 SJVLS-wide account
Freegal	1 individual account
Lynda	1 individual account
RBDigital Magazines	1 individual account
DMV Practice Test	1 individual account
Tumble Books	1 individual account
USA Learns	1 individual account
Vet Now	1 individual account
Flipster	1 individual account

The following electronic resources are authenticated via an in-house authentication server:

ENKI	3 members
Hoopla	2 individual accounts
Kanopy	2 individual accounts

Telecommunications Network and Data Center Infrastructure

SJVLS runs a single dual stacked (IPv6 & IPv4) network that interconnects all ten system members together. The core network is based around ten headquarter hub locations that have redundant fiber circuits. These ten network hub locations provide connectivity to the Internet via CENIC (Corporation for Education Network Initiatives in California), connectivity to SJVLS servers, and serve as an aggregation point for branches. Branch circuits have speeds ranging from 1Gbps down to 1.5Mbps T1s using fiber, microwave, and copper technologies. Currently 90 of our locations have at least 10Mbps; only a handful of our locations are still using T1s and we are continuously working on replacing these slower circuits.

SJVLS offices and our primary Data Center are located at the Fresno Central Library. All PCs on the network are joined to a single Active Directory domain for management. Almost all servers have been virtualized and are hosted on two VMWare clusters with iSCSI storage. System IT staff are comfortable with managing both Windows and Linux servers along with the infrastructure required to support services.

ITEMS / SERVICES FOR COST PROPOSAL

1) Library Management System with support for the functions/services listed above under "Current Environment". Both SJVLS-hosted (on-site) and vendor-hosted (SaaS) should be included if available. It is strongly desired that any new LMS provide for seamless integration of electronic resources within the Discovery Layer.

2) Training on Configuration and Administration of the LMS for 13 people, to include at a minimum
   a) loan and request rules
   b) blocks
   c) hold restrictions/fulfillment
   d) item/copy field options
   e) borrower options
   f) circulation receipts and notices
   g) cataloging import/export configuration, including for regular authority control
   h) spine label printing to label sheets
   i) user permissions

3) Training for staff users on
   a) Circulation and holds (up to 40 people)
   b) Cataloging (up to 10 people) and item record management (up to 40 people)
   c) Acquisitions, including EDI (up to 15 people)
   d) Serials (up to 15 people)

    e) Reporting (up to 20 people)

4) Consultation on transition of Horizon data to LMS
    a) Performance implications of migrating jurisdictional codes "as is" versus consolidation to standard
    b) Guidance on configuring LMS data for optimal performance

5) Migration of Horizon data (SJVLS staff can provide exports of data from Horizon with formatting guidance from vendor)
    a) Migration of required data as listed in Appendix B
    b) Migration of preferred data as listed in Appendix B

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

7) On-going support for LMS server, including
    a) Performance tuning when required to meet transaction standards

8) Vendors are invited to include any additional products they offer that are not specifically requested above, but meet the needs described in Current Environment.

COST PROPOSAL

1) Proposals may be prepared in any manner which would best demonstrate outcomes and cost.

2) Cost proposal should include the following:

   a) Cost for each section of "services sought" outlined in the "Scope of Work", including cost differences for vendor-located and SJVLS-located servers.
   b) If services are provided on an hourly basis, a not-to-exceed cost, for years one, two and three.
   c) Travel and transportation costs should be broken out separately for any on-site services.

   Present summary costs for On-Site and SaaS in the following format:

On-Site	One Time	Year 1	Year 2	Year 3
1. Library Management System				
2. Training on Configuration and Administration				
3. Training for Staff Users				
4. Consulting on Transition of Horizon Data				
5. Migration of Horizon Data				
6. On-going Support for LMS Functions and Upgrades				
7. On-going Support for Server				

SaaS	One Time	Year 1	Year 2	Year 3
1. Library Management System				
2. Training on Configuration and Administration				
3. Training for Staff Users				
4. Consulting on Transition of Horizon Data				
5. Migration of Horizon Data				
6. On-going Support for LMS Functions and Upgrades				
7. On-going Support for Server				
8. Hardware				

PROPOSAL CONTENT REQUIREMENTS

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered. Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.
The content and sequence of the proposals will be as follows:

I.   PROPOSAL IDENTIFICATION SHEET (as provided)

II.   COVER LETTER: A one page cover letter and introduction including the company name and address of the bidder and the contact information including name, address and telephone number of the person or persons who will be authorized to make representations for the bidder.

   A. The cover letter must state whether the bidder is an individual, partnership or corporation. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the organization, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.

III.   TABLE OF CONTENTS

IV.   CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the SJVLS service area. In this section the bidder should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by SJVLS Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.

V.   TRADE SECRET ACKNOWLEDGMENT:

   A. Sign and return

VI.   EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, SJVLS will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:

   A. Exceptions to General Requirements.

   B. Exceptions to Background/Scope of Work.

   C. Exceptions to Specific Terms and Conditions.

   D. Exceptions to Proposal Content Requirements.

VII. VENDOR COMPANY DATA: This section should include:

A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.

B. Descriptions of any similar or related contracts under which the bidder has provided services.

C. Descriptions of the qualifications of the individual(s) providing the services.

D. Any material (including letters of support or endorsement) indicative of the bidder's capability.

E. A brief description of the bidder's current operations, and ability to provide the services.

F. Reference List (form provided)

G. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, complied or reviewed statements will be accepted with copies of three years of corresponding federal tax returns.

H. Describe any terminated contracts for services similar to vendor's current bid for the RFP and provide the following:

1. Agency contracted with

2. Date of original contract

3. Reason for termination

4. Contact person and telephone number for agency

I. Describe any pending lawsuits or legal actions:

1. Location filed, name of court and docket number

2. Nature of the lawsuit or legal action

J. Describe any past payment problems with SJVLS:

1. Funding source

2. Date(s) and amount(s)

3. Resolution

4. Impact to financial viability of organization.

VIII. SCOPE OF WORK:

A. Bidders are to use this section to provide a summary description of their proposal.

B. This section should be formatted as follows:

1. Provide answers or a narrative for the items in the Scope of Work and in Appendix A.

2. A complete description of any alternative solutions or approaches to accomplishing the desired results.

C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."

D. A complete description of any alternative solutions or approaches to accomplishing the desired results.

IX.   REPORTS: Samples of reports referenced should be displayed in this section.

X.   COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include rates for all services, materials, equipment, etc. to be provided under the proposal.

AWARD CRITERIA

Contracts will be awarded by Service. Failure to meet eligibility and general requirements stated in the Scope of Work will bar a response from consideration.

COST

As submitted under the "COST PROPOSAL" section.

CAPABILITY AND QUALIFICATIONS

1. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy System's needs and to what degree, based on the responses to the questions in Appendix A?
2. Does the bidder demonstrate the technical knowledge and skills required to successfully provide the requested services?
3. The amount of demonstrated experience in providing the services desired in a comparable library setting.

APPENDIX A – QUESTIONS REGARDING LMS FUNCTIONALITY

SJVLS assumes that any LMS operating in comparable consortia can perform all of the standard library circulation, cataloging, serials and acquisitions functions. Rather than present a long list of functions for yes/no/sometime responses, SJVLS requests that vendors provide descriptions of how it can perform functions within the shared system environment. While there are a few general questions, most of the questions below relate to the suitability of an LMS for a large complex shared system installed over a large geographical territory.

Definitions

> **Jurisdiction** – a group of libraries with a single governing body, e.g. all locations of the Fresno County Public Library
> **Location** – a physical or virtual space with linked items, borrowers and defined circulation rules
> **Items** – individual circulating unit
> **Copy** – a serials term, referring to a subscription for a location
> **Collection** – equivalent of shelving location for items

1. General

> 1.1. A key concern is the ability of the software to manage library operations in the consortia environment. How does your solution facilitate managing configuration within a jurisdiction and between jurisdictions?
>
> 1.2 What clients are available for staff functions? Are they dependent on other software, e.g. Java?
>
> 1.3 How much bandwidth does the staff client require to perform standard circulation functions? Is it sensitive to latency?
>
> 1.4 If the client is not web-based, can upgrades be automatically pushed out to workstations on login?
>
> 1.5 Do client settings follow the user or the workstation?
>
> 1.6 Can one change the transaction location without needing to logoff/on, i.e. checkout or check in as a different location from the one you first logged in as?
>
> 1.7 What is the system's compatibility with mobile devices for use by staff? What types of devices/OS are supported?
>
> 1.8 What modules have both browse and wildcard searching available: borrower registration, OPAC, cataloging, acquisitions?
>
> 1.9 Do you provide the system administrator with full SQL access to the test and production servers?
>
> 1.10 When an item, borrower or bibliographic record is deleted, is it really deleted, or just hidden?

1.11 When a new location is needed, can the system administrator create it and perform all necessary setup, or must that be done by the vendor? If it must be done by the vendor, is there a charge or is that part of annual maintenance? (This would be a new branch library, not a new member library with data to be migrated.)

1.12 How are staff user permissions defined and applied e.g. through defined group of permissions or individually applied?

1.13 How granular are the permissions?

1.14 Are staff users records separate from borrower users?

1.15 If you are proposing a vendor-hosted environment, are there restrictions and/or charges for:
      1.15.2 Batch export of MARC/item records;
      1.15.3 Export of borrower and block records; and/or
      1.15.4 SIP2 access?

1.16 How many support contacts are allowed under the standard terms?

1.17 What is the average turn-around time for:
      1.17.1 a high-priority support request; and
      1.17.2 a non-urgent support request?

1.18 Describe your support structure. Would SJVLS support requests go to a team, with assignment to the best available person to respond, or are they funneled through a single contact?

2. Circulation

2.1 Does the system support control of circulation and hold rules by jurisdiction, but always with the ability to set special rules for defined sub-locations for:
      2.1.1 Circulation rules;
      2.1.2 Floating boundaries; and
      2.1.3 Ability of items to fill holds?

2.2 Can you set circulation rules based on the checkout location, and have that original checkout location carry through to check in for calculation of fines and ability to renew?

2.3 Can some receipt types be set up to print in a larger font? Can receipts with different fonts be printed on the same device without intervention by staff?

2.4 Are receipts configured in the database or on the workstation?

2.5 What is the process for checking out uncataloged items? Are circulation stats recorded?

2.6 Does the system differentiate between "claims returned" and "claims never checked out"?

2.7 Can a limit be placed on number of claims returned? If so, what determines the limit – a system-wide setting, the borrower location, the checkout location?

2.8 What happens to claims returned items? Do they age to lost, go to missing? Is the borrower charged? Can the behavior be configured by location or borrower type?

2.9 Can a time limit be set on return of lost items for credit? If so, at what level is the time limit set – system-wide, item location, or checkout location?

2.10 How is the amount of a lost processing fee determined? Can the fee vary based on checkout location and item type?

2.11 What history is retained on the borrower's record when a lost item is returned? What happens to lost processing fees on check-in? If automatically waiving the fee is an option, can that behavior vary by original checkout location?

2.12 Describe what can happen with long lost items. Is there a process to delete them after a period of time, even if the lost charges haven't been paid (while retaining sufficient information on the patron block)?

2.13 If lost items age to another status, can that be configured by location, and is it owning or circulating location?

2.14 Can maximum fines be set as either a set amount in some locations and a percentage of the cost of item at others? What determines the max fine – item type, item location, CKO location, something else?

2.15 What "automatic" fees are available, such as hold filled/expired fees, checkout fee (one time), rental fee (daily)? At what level are these fees set, e.g. can any DVD checked out at a location initiate a set checkout fee, while there are no fees for DVD checkout at another location, regardless of who owns the DVD?

2.16 Can special blocks be created that can only be used by a single jurisdiction, but viewed by all jurisdictions when placed on a borrower account? The use case for this is a block for accounts in collections with a set amount and message text specific to resolving accounts with the jurisdiction that placed the block.

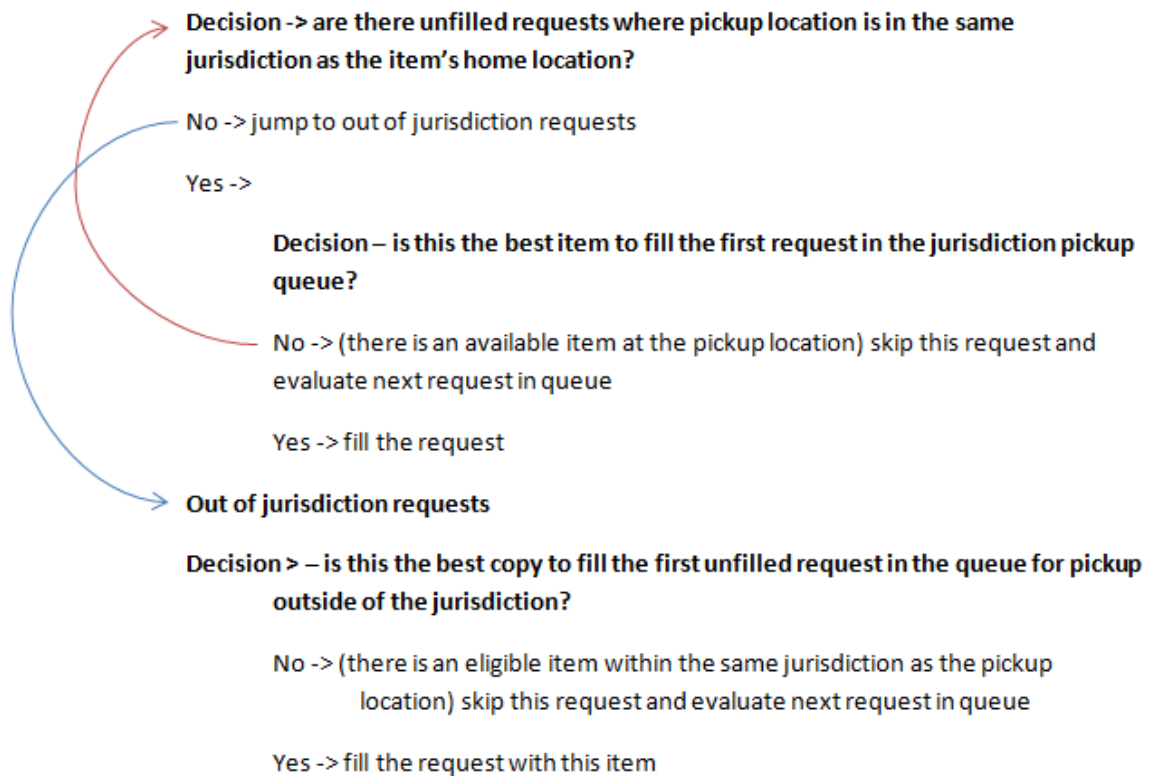2.17 Describe the system's offline circulation functionality.

3. Requests

3.1 There are normally two processes through which a specific item fills a request
        1) an eligible item is checked in and fills the request (Process 1); or
        2) a daily location level report targets items to pull from the shelves (Process 2).

SJVLS wants hold fulfillment to apply a logic that will generally fill requests in first placed/first filled order (queue order) BUT:
        a) with available copies within a jurisdiction filling holds for pickup within that
        group of libraries first (jurisdiction copies have priority for jurisdiction holds);
        and
        b) reducing transit times by filling with the "closest" copy.

Below are explanations of the desired logic for the two processes.

Process 1 - On check in of a hold eligible item

> Decision -> are there unfilled requests where pickup location is in the same jurisdiction as the item's home location?

No -> jump to out of jurisdiction requests

Yes ->

> **Decision – is this the best item to fill the first request in the jurisdiction pickup queue?**
>
> No -> (there is an available item at the pickup location) skip this request and evaluate next request in queue
>
> Yes -> fill the request

Out of jurisdiction requests

Decision > – is this the best copy to fill the first unfilled request in the queue for pickup outside of the jurisdiction?

> No -> (there is an eligible item within the same jurisdiction as the pickup location) skip this request and evaluate next request in queue
>
> Yes -> fill the request with this item

Process 2 – Report of items to pull off the shelf to fill requests

Requests are filled in queue order with the exception that a jurisdiction's items have priority for filling its own requests before filling requests for pickup locations outside of the jurisdiction. In other words, a jurisdiction's copies will not fill a request outside of the jurisdiction until all of its own requests have been filled.

When there are multiple available items to fill a request, the software should choose the best item for the pickup location as follows:

1. If there are X number of available items within my jurisdiction and within the first X number of requests there is one for pickup at my location, use my item to fill that request. An item location/pickup location match does not allow the request to jump over other unfilled requests in the queue if there are not enough available copies to fill all requests.
2. If there are X number of available items within my jurisdiction and within the first X number of requests there are none for pickup at my location, fill the first request for pickup within the jurisdiction, provided that the pickup location does not have an available item.
3. If there are no outstanding requests for pickup within my jurisdiction, fill the first request in the queue, unless the jurisdiction where the request will be picked up has an available copy, in which case, jump to the next request.

3.2 If there are multiple items available to fill a hold, what other factors determine which available item is targeted beyond those described above related to location/jurisdictional proximity? Last circulated? First to open holds report? Other?

3.3 Can you limit the availability of an item to fill holds outside of the jurisdiction for a set period of time, based on an availability date? If yes, how is the availability date determined? Does ending protection require changing anything on the item record?

3.4 Does the system have the ability to automatically cancel a borrower's title-level request if they check out that title from the collection before their request is filled?

3.5 What options are available in the situation where a patron request cannot be filled? Can alerts be sent to staff or patrons that would allow them to cancel, place a new request or consider reordering? Can requests be moved to an alternate edition easily?

3.6 Can you designate specific locations to have a lower priority for filling requests? Can some locations not fill requests, e.g. bookmobiles?

3.7 Can requests be placed on the first available from a group of bibliographic records, e.g. any edition of a title?

3.8 Can requests be placed on on-order items?

4. Borrower Data

4.1 Describe options to check for possible duplicate borrowers when registering a new patron.

4.2 Can you merge duplicate patrons within the staff client interface? What information is transferred to the remaining record from the obsolete record?

4.3 Can a borrower have multiple addresses with functional assignment, e.g. mailing, physical?

4.4 Can multiple borrower records be open at one time? Side-by-side for comparison?

4.5 Can the system group / associate borrower records together e.g. families? What are the features available for linked records?

4.6 Can the system copy / clone a borrower record? What fields are copied to the new borrower record?

4.7 Is there functionality for online (self or preliminary) borrower registration? Describe the options available.

4.8 Does the system have the ability to automatically flag borrower accounts to report to a collection agency, with criteria on amount owed and number of days past due varying for each jurisdiction? Can it flag block amounts to a collections account based on checkout location, e.g. a borrower can be in collections for two different jurisdictions based on where the items were checked out?

4.9 Can borrower accounts automatically expire based on the age of the borrower, e.g. a young adult account expires at age 18?

4.10 When registering a borrower, can only codes associated with the registration jurisdiction be available for use? If so, when a borrower record is corrected at another jurisdiction, will it then allow the record to be saved, even though a code on the record does not match the jurisdiction? Use case: When registering a borrower in Kern County, only Kern county codes/types should be available. But if a Kern County borrower visits a neighboring County and staff there wish to correct address or phone number, can they save the record, even though the codes assigned are for Kern County?

4.11 Every year inactive borrowers are purged from the LMS who have been inactive for a set period of time and who owe less than a threshold amount. Can your system accommodate this practice of deleting borrower with outstanding balances?

5. Collection Management

5.1 What options are there for floating items? At what level is floating controlled: item, collection, location, a matrix of all of these?

5.2 We currently have floating in use in 3 jurisdictions for selected collections, with a fourth currently planning to implement floating collections. We use a table/view created by SJVLS to manage redistribution of excess materials when one location in a system nears capacity. This table shows the percent of capacity and the number of items over/under capacity by location and collection. Does your system have features built in to manage collection size for materials floating within a jurisdiction?

5.3 Periodically, there is a need to batch change item level information. Describe what information can be batch changed and the process your system uses from creating the group of items through making the change. Can this function be limited to specific users?

5.4 Does the system have the ability to create groups of items for future editing? Can staff be given the ability to create and add items to a group, without giving them permission to batch edit?

5.5 Do items have a first availability date recorded that is separate from item creation date? For example, an item might be on order for several months. When the item changes to a status reflecting that it is ready for use, is that date recorded and preserved?

5.6 Describe what inventory/collection management tools are available. Outline the steps for taking inventory of a collection in your system.

5.7 Managing OCLC holdings is complicated in a consortium where bibliographic records are shared. The challenge is to determine when a jurisdiction has first added a title or deleted their last copy, rather than first or last copy on a bibliographic record. SJVLS manages OCLC holdings currently by assigning a tag (959) in the bibliographic record to indicate if holdings have been set for an OCLC institution code. A biweekly SQL process identifies records that have a copy for a jurisdiction, but OCLC holdings have not been set. That process adds the 959 tag and generates a list of the OCLC numbers (tag 001) which are then run though batch holdings updates via the OCLC client. The same process is used in reverse to identify when the last copy for a

jurisdiction has been removed from a record. That SQL process removes the 959 tag and generates a list of OCLC numbers for which holdings will be deleted for the jurisdiction.

>   5.7.1 Can your system support managing OCLC holdings for individual jurisdictions within the shared catalog, either by the above process or through some functionality in the software? How?

>   5.7.2 Because of the above process, we mark items to be withdrawn with a special status code, and then delete the item records through a batch process as part of the OCLC holdings maintenance. Bibliographic records left with no items are then batched deleted after the OCLC holdings work is completed. How can your system facilitate batch deletion of item and bibliographic records based on a saved list of records?

6. Bibliographic, Item and Serials Records

6.1 Describe the structure of bibliographic records and item records in the database. How are items connected to bibliographic records? How are authority records connected to bibliographic records?

6.2 Describe the levels of control for import and overlay of bibliographic records.
>   6.2.1 How is it determined if individual records in a batch overlay an existing record?
>   6.2.2 Is overlay or not determined record by record, or for the entire batch?
>   6.2.3 Can some tags in an existing record be configured to always be preserved on overlay?
>   6.2.4 Can actions be assigned to the import function, e.g. delete tags, rename tags?

6.3 Can all values associated with an item be imported via the MARC tag during batch bibliographic/item import?

6.4 Is printing spine labels on laser print/sheets supported? At what level is the format of a spine label defined?

6.5 What search options are supported within the cataloging interface?

6.6 Can the local system and remote Z39.50 sources be searched simultaneously? Can records from multiple systems be compared side-by-side?

6.7 Can a record from a Z39.50 search be imported directly from the search? If yes, do the rules called during a batch import/overlay apply, e.g. would it preserve some tags on the existing records?

6.8 If there are two bibliographic records open side-by-side, can tags from one record be dragged into the other? If not, describe the process to copy tags from one bibliographic record to another.

6.9 Describe support for diacritics and non-roman characters.

6.10 To what extent is RDA incorporated into the cataloging function?

6.11 Only the main branch of each jurisdiction uses the full functionality of the serials module for their more extensive runs. Branch locations retain only limited runs of six to twelve months and simply assign a new barcode and issue date to an existing item record. Can the system support this workflow?

6.12 Can serials copies be created with no items, just a summary of holdings? Can issues be created with or without barcodes?

7. Notices

7.1 Can notices be customized by jurisdiction/location?

7.2 What location controls the generation of notices for holds, overdue, and billing notices? Is it the borrower's location, hold pickup location, debt location, or a combination of the three?

7.3 What formats are notices available in? Can different messages be configured based on format of notice (print, email, SMS)?

7.4 Is there a cost for sending SMS notices?

7.5 Can patrons opt to receive notices through dual channels, e.g. receive both a text and an email notice for a hold?

7.5 Are electronic notices (email or SMS) generated through a scheduled process, or manually run?

7.6 What is the process for generating printed notices? Can notices be generated for all locations from a single (consortia HQ) location? Are there potential conflicts if each location or jurisdiction ran their own notices and happened to run them at the same time?

8. Discovery layer

8.1 Can the Discovery Layer be configured to show a jurisdiction's holdings first, but seamlessly show the entire consortia if not locally held? Describe how holdings display can be configured, including limits on jurisdiction/locations displayed?

8.2 Can each jurisdiction's Discovery Layer pages be branded differently e.g. colors, logo, menu options?

8.3. Describe the features/functionality for a borrower to request a new PIN/password for their account. Can the messages be customized? What field or value controls what message is sent?

8.4 Describe the features/functionality for a borrower to retain a history of items they borrowed. If available, is it an "opt in" feature?

8.5 Can borrowers place a hold on multiple items at one time in the Discovery Layer and staff client (from a keyword search or cart)?

8.6 Can borrowers set a preferred request pickup location, different from the location associated with their borrower record?

8.7 Can electronic resources such as ebooks and downloadable audiobooks be made available via the Discovery Layer without requiring staff to load bibliographic records? If so, can it limit what is shown to only those titles available to the particular patron, e.g. a Madera County patron does not see Tulare County ebooks?

8.8 Can electronic resources be checkout/downloaded/requested without leaving the Discovery Layer?

8.9 Can RDA fields be integrated into the search and limiting options for the Discovery Layer?

8.10 How does the Discovery Layer support search facets?

8.11 What other options are available to customize the Discovery Layer? Is there a way to create custom widgets to incorporate unique functionality or content?

8.12 Can additional staff users accounts be set up to administer the Discovery Layer beyond a main admin user? What controls or limits can be set up to define specific roles and permissions for these users? As an example we would need a Kern County staff member to be able to make simple updates to Kern County's Discovery Layer profile, but not be able to make changes in another member's profile.

9. Acquisitions

9.1 What controls are available to keep the fund accounting aspects of acquisitions separated between jurisdictions, e.g. budgets and vendor accounts, purchase orders, etc.? (On order bibliographic records are shared).

9.2 Describe the options available for electronic ordering, receipt, and invoicing. If FTP is an option, please describe the process for placing FTP orders, as this is the main workflow currently in use.

9.3 Describe the process/functionality for closing out budgets at the end of one fiscal year and creating budgets for a new fiscal year.
>   9.3.1 Can groups of budget lines be processed together, e.g. selected budgets are
>   frozen, but others left open or closed out?
>   9.3.2 Describe functions relating to rolling over funds and open orders from one
>   fiscal year to the next.
>   9.3.3 If budgets are renamed, can you batch transfer open orders from the old
>   budget designation to the new one – either all open orders or selected by title?

9.4 What is the process for adjusting a fiscal year budget allocation after creation?

9.5 Can workslips be configured for a variety of paper widths, e.g. one location prints on full sheets while another uses receipt printers? Do they automatically print?

9.6 Can purchase order lines be cancelled that have been on order for more than a specified period of time? How are these old, unfinished order records retrieved? Can they

be cancelled in a batch? If on-order items have been created, can they be deleted after cancellation?

9.7 How are vendor credits handled?

9.8 Describe reports that are available, e.g. unspent, encumbered, expenditures by budget categories. Can these be limited by jurisdiction? Please provide examples.

9.9 Describe the options for searching for POs, including available fields, browse and wildcard searching.

9.10 Can the system prorate invoice charges?

9.11 In addition to the normal process of purchase orders for specific titles, describe any mechanisms in place for non-title invoices. Use case: the librarians went to the bookstore and bought lots of books, there is no purchase order, but the funds expended need to be deducted from the fund account.

10. Reports

10.1 Describe the reporting and data analysis options available with the LMS.

10.2 Can multiple reports be run simultaneously, or do reports get queued?

10.3 Is ODBC access to the database available for report generation?

10.4 Do reports query the live database, or is data harvested into a separate reporting system?

10.5 Is there a limit on the number of user accounts we can assign? Are there different user levels with varying permissions for those accounts?

10.6 What data from the LMS is available to include in reports? If data is extracted, is Personally Identifying Information a part of the extract, and can it be excluded on request?

10.7 Can reports be configured to automatically run and send on a schedule? What file formats are available for scheduled reports?

11. Mobile App

11.1 Can the mobile app be customized with different branding, colors, and menu options for each jurisdiction? If so, how is this accomplished?

11.2 Can electronic resources such as ebooks and downloadable audiobooks be made available in the mobile app without requiring staff to load bibliographic records? If so, can it limit what is shown to only those titles available to the particular patron, e.g. a Madera County patron does not see Tulare County ebooks?

11.3 Can the mobile app utilize RSS feeds to create event calendars? For example, could we create a listing of upcoming events at specific locations by supplying a link to an RSS feed.

11.4 How does the mobile app communicate with the LMS? Describe how patron information is encrypted/protected while in transit.

11.5 Can multiple accounts be created to administer the app? If so, what types of roles and permissions can be assigned to delegate duties as well as prevent users from modifying content that is not theirs? For example, allowing a Fresno staff member to edit menu options for Fresno's part of the app, but denying the ability to edit options that don't belong to Fresno.

APPENDIX B – HORIZON DATA MIGRATION

Data to be migrated Required data elements indicated with *	Approximate # of records
Authority records*	1,900,000
Bibliographic records* (Retaining tag 001 OCLC# and tag 999 Horizon bib#)	805,000
Item records - Horizon item#* - Location* - Call number with prefixes stripped* - Itype to circ modifier* - Collection to item stat category* - Collection/location to floating* - Creation date* - Last checkout date* - Last in house use date* - Total checkouts* - Status* - Current borrower (checkout, hold shelf)* - Price* - Last status update date - Copy statement* - Check in note*	2,800,000
Borrower records - Horizon borrower number* - Btype* - Borrower stat classes* - All borrower barcodes* - All borrower addresses* - All borrower email address* - All borrower telephone numbers* - Borrower notification preference* - Registration location* - Comments* - Notes - Date of birth* - PIN* - Creation date* - Last CKO date* - Last updated date* - Last authentication date* - Expiration date* - Renewal date - Drivers License#* - Parent/Guardian name, address, city/state and zip fields* - PAC Access Type - # of CKOs	570,000

Request data - All unfilled requests with queue position* - All requests in transit hold, hold shelf and expired hold status*	70,000
DebtCollect (Collection Agency Assignments) - All debt collection groups* - All data on borrowers in collections*	10 groups 44,000 borrowers
Borrower current blocks*	1,670,000
Borrower history blocks*	Last 4 years 2,154,000
Borrower payment history*	Last 4 years