

Pacific Library Partnership (PLP)

**DELIVERY SERVICES BETWEEN PUBLIC LIBRARIES LOCATED IN SANTA CLARA
COUNTY**

NOTICE OF REQUEST FOR PROPOSAL

Date: April 25, 2025

PROPOSAL SUBMITTAL DUE BY

May 23, 2025

THE PACIFIC LIBRARY PARTNERSHIP (PLP) IS SOLICITING PROPOSALS TO ESTABLISH A CONTRACT FOR DELIVERY SERVICES AS SPECIFIED IN THIS REQUEST FOR PROPOSAL.

PROPOSAL PACKAGES MUST BE RECEIVED ELECTRONICALLY BY 12:00 P.M. PST BY THE DUE DATE.

PROPOSAL PACKAGES SHOULD BE SUBMITTED TO PROPOSALS@PLPINFO.ORG

ANY PROPOSER WHO WISHES THEIR PROPOSAL TO BE CONSIDERED IS RESPONSIBLE FOR MAKING CERTAIN THAT THEIR PROPOSAL IS RECEIVED BY THE DEADLINE. NO ORAL, TELEGRAPHIC, FACSIMILE, OR TELEPHONIC PROPOSALS OR MODIFICATIONS WILL BE CONSIDERED UNLESS SPECIFIED. PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE CONSIDERED.

INSTRUCTIONS TO PROPOSER

SUBMISSION OF PROPOSAL

Proposals shall be received electronically by the Pacific Library Partnership until **5:00 P.M.**, PST, **May 23, 2025**. Proposals must be submitted with the form(s) and information specified in this bid package. All proposals submitted must be completed, dated, with firm's name and signed by a duly authorized officer of the firm. Incomplete proposals may not be considered by PLP.

All bids must be submitted to proposals@plpinfo.org by the due date. Late submissions will not be considered.

KEY EVENTS AND PROJECTED DATES (SCHEDULE)

Listed below are the target dates by which the Pacific Library Partnership expects certain events to be complete:

Release of RFP	April 25, 2025
RFP Submission Deadline	May 23, 2025
Award of Contract <i>*Date is subject to change*</i>	June 6, 2025
Contract Approval	June 13, 2025
Mandatory Delivery Test Run	June 25, 2025 & June 27, 2025

Before submitting a proposal, proposers must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at the proposer's own risk.

It is the responsibility of the proposer to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, addenda (if any), herein referred to as contract documents. Proposer shall satisfy themselves as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment, and appurtenances necessary to perform the work as specified by the contract documents.

The failure or neglect of the proposer to examine the documents shall in no way relieve them from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which PLP may rely that the contractor has thoroughly examined and is familiar with the contract documents. The failure or neglect of a contractor to receive or examine any of the documents shall in no way relieve them from any obligations with respect to this Request for Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

INTERPRETATION, CORRECTIONS AND ADDENDA

The Proposer must carefully examine the specifications, terms and conditions provided in the request for Proposal and become fully informed as to the requirements set forth therein. If anyone planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the “Scope of Work”, or any other related matters, they shall immediately notify the contact person as shown under “Responsible Parties” of such concern in writing by e-mail, and request clarification or modification of the document(s) **no later than ten (10) business days before the RFP proposal submission deadline as set forth under sub-Section “Key Events and Projected Dates.”** No further requests for clarification or objections to the Proposal will be accepted or considered after this date.

The Proposer shall sign and date the addendum and submit same with the proposal.

ADDENDA AND UPDATES TO RFP

Should any question or response require revision to the scope of work as originally published, such revisions will be made in writing, by formal addendum only. During the proposal period, PLP may issue written addenda to each person, firm, or corporation who has secured a copy of these specifications as issued. Such changes or corrections shall be included in the work and/or materials covered by the proposal, and as such addenda shall become a part of the scope of work and contract.

Any changes, additions, deletions or clarifications to this proposal package, including the general/special provisions and scope of work shall be made by written addendum to the Request for Proposal.

Addenda issued within five (5) calendar days of the proposal submission date/time may as determined by PLP to be cause for extension of the submission date, in order to allow prospective proposers sufficient time to prepare their proposals.

Each proposal shall include specific acknowledgement in the space provided of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

Clarifying questions and responses that do not require changes to the original RFP will be posted at <https://www.plpinfo.org/svls-rfp> . It is the proposer’s responsibility to check the website for any updates.

AWARD OF PROPOSAL

Award of proposal, if awarded, shall be made by PLP to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria herein. Award will not be

based on price alone. The criteria are not listed in any order of preference. An evaluation process will be established by PLP and/or its representatives or agents. An evaluation team will evaluate all proposals received in accordance with the Evaluation Criteria. PLP reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of proposal. PLP is not obligated to accept the lowest proposal, but will make an award in the best interests of PLP after all factors have been evaluated. Receipt of the official PLP Professional Services contract or Purchase Order shall indicate award of the proposal.

METHOD OF AWARD

The successful contractor will be determined on the basis of both cost and criteria outlined elsewhere in this solicitation. Although cost is an important factor, it is not the only factor that will be considered. The contractor to whom the award is made will be notified at the earliest possible date. PLP, however, reserves the right to reject any and all proposals, and to waive any informality in proposals received whenever such waiver is in the best interest of PLP. It also reserves the right to reject the proposal of a contractor who has previously failed to perform properly or complete on time contracts of similar nature, or the proposal of a contractor who is not in the position to perform the contract.

EVALUATION PROCESS

Each proposal will be carefully reviewed by the evaluation team based on the assigned criteria. A quantitative score will be assigned to each proposal based on a scale of 100. Discussions/interviews may, at PLP's sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions/interviews may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions/interviews, PLP will not disclose information derived from proposals submitted by competing Proposers.

The highest overall score proposal will be accepted

EVALUATION CRITERIA	PERCENTAGE
Company’s background (size, structure of firm, location of current operations offices, etc.), history and experience in performance of comparable work; including any dedicated courier drivers providing delivery services to only one entity	15%
Qualifications of personnel and assigned supervisors, including number of years of recent experience. Confirmation that drivers are company employees, not subcontracted through another company, or individual subcontractors. Contractor to provide a primary dedicated driver and a secondary (back-up driver) and a dedicated vehicle to be assigned solely to this contract. Contractor to provide a service representative assigned to this contract to handle all service issues, including missed stops, schedule changes or delays, expected materials that have not been delivered, damaged or lost materials, and other services issues as they arise.	30%
Provide three (3) current business references; preferably with experience similar to scope of services in this procurement.	15%
Proposal submission – <u>Clarity, compliance, and completeness</u> relative to the description given in the RFP. Otherwise, list exceptions	10%
Contractor’s concept and understanding of PLP’s Goals and Intent for the courier services to be provided; working hours, delivery schedule adherence, route and internal library delivery procedures, and other conditions in this contract.	10%
Proposed monthly cost of service. An explanation of how the total cost was determined (e.g. stops, number of bins, locations, etc.). Details of any requirements for a fuel surcharge.	20%

AWARD AUTHORITY

PLP and/or its representatives or agents, shall be the sole judge of the quality and suitability of the proposal offered in its determination of the successful contractor.

TERMS OF THE OFFER

PLP reserves the right to negotiate final contract terms with any Proposer selected. The contract between the parties will consist of the RFP together with any modifications thereto, the awarded Proposer's proposal, and all modifications and clarifications that are submitted at the request of PLP during the evaluation process.

COST OF PREPARATION OF OFFERING

PLP will not pay costs incurred in the offering preparation, printing, demonstration, or negotiation process. All costs shall be borne by the proposing contractor.

CONFIDENTIALITY OF DOCUMENTS

All documents submitted as part of the contractor's offering will be deemed confidential during the evaluation process. Contractor offerings will not be available for review by anyone other than the evaluation team or its designated technical and operational representatives. Following award of contract, the awarded offering becomes public documents and are available for public viewing upon written request.

PROPOSER IS SOLE POINT OF CONTACT

The Successful Proposer will be the sole point of contact. PLP will look solely to the Successful Proposer for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Proposer shall not be relieved for non-performance of any or all subcontractors.

SPECIFICATIONS DEFINED

The term "specification" or "RFP specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation, including but not limited to the Request for Proposal, Instructions To Proposer, Terms and Conditions, Detailed Specifications or Scope of Work, Proposal form(s), General Provisions, Special Provisions, Experience Statement, and Required Insurance Certificates.

GENERAL PROVISIONS

GENERAL PROJECT DESCRIPTION

The basic scope of work covered under this Proposal consists of providing delivery services to branch libraries listed at the following locations (see also Attachments E, F, and G on Pages 22, 23, and 24):

SVLS DELIVERY ROUTE		
Library	Address	Delivery Days*
San Mateo County Libraries	125 Lessingia Court, San Mateo, CA 94402	Wednesday, Friday
Palo Alto City Library	1213 Newell Road, Palo Alto, CA 94303	Wednesday, Friday
Mountain View Public Library	585 Franklin Street, Mountain View CA 94041	Wednesday, Friday
Sunnyvale Public Library	665 W. Olive Avenue, Sunnyvale, CA 94086	Wednesday, Friday
Santa Clara City Library	2635 Homestead Road, Santa Clara, CA 95051	Wednesday, Friday
San Jose Public Library	150 E. San Fernando Street, San Jose, CA 95112	Wednesday, Friday
Los Gatos Library	100 Villa Avenue, Los Gatos, CA 95030	Wednesday, Friday
Santa Clara County Library	1730 Dell Ave, Campbell, CA 95008	Wednesday, Friday
San Mateo County Libraries	125 Lessingia Court, San Mateo, CA 94402	Wednesday, Friday

*Frequency shown as two days of service per week. If only contracted for one day of service per week, delivery would occur on Fridays only.

RESPONSIBLE PARTIES

Representing PLP in all matters regarding the submission of the Request for Proposal shall be Justin Wasterlain, Assistant Director, wasterlain@plpinfo.org.

PRICING

Prices quoted shall be firm and fixed through the contract term (July 1, 2025 – June 30, 2026) Thereafter, refer to **COST PROPOSAL (Attachment C, page 20)**, Charges for Services, for each Optional Year. When applicable, total amount quoted shall be F.O.B, including all freight and/or delivery charges and local jurisdictional sales tax.

CONTRACT TERM

The contract term shall be from **July 1, 2025 to June 30, 2026**, with an option to continue for **Four (4) additional years** in one-year increments, by mutual consent of PLP and Contractor. This period is predicated upon the need for program continuity and is intended to provide

program stability through uninterrupted service. The plans to negotiate extensions with the winning contractor assuming: (a) good performance on the contractor's part, (b) continued requirement for the services, (c) the availability of funds, (d) the status of the competitive market, and (e) the continuation of services on a reasonable cost basis. Negotiated contract extensions without formal competition is a PLP prerogative, not a contractual right.

ASSIGNMENT AND SUBCONTRACTING

The proposer shall have no right, authority or power to sell, mortgage or assign the resulting Professional Services contract or Purchase Order or any interest herein, or any right, power or authority to allow or permit any other person or persons or organizations to have any interest in or use any part of the rights or obligations granted hereunder for any purpose whatsoever without the prior written consent of PLP. Neither the Professional Services contract nor Purchase Order nor any interest created thereby shall pass by operation of law to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or any claim hereunder to any other party or parties, except as expressly authorized by PLP.

FORCE MAJEURE

Time extension for delay may be allowed the Proposer by PLP for any delay in the completion/delivery of specified items which arises from unforeseeable causes beyond the control of the proposer and without fault or negligence of the proposer, including but not restricted to such causes as the act or negligence of PLP, stormy or inclement weather in which specified work cannot be done, strikes, boycotts, acts of God, acts of the public enemy, acts of government, fire, flood, epidemics, freight embargo, delays of suppliers which arise from unforeseeable causes beyond the control and without the fault or negligence of both the proposer and supplier.

TERMINATION FOR DEFAULT – TIME EXTENSION FOR DELAY

If the Proposer fails or refuses to prosecute the work, or any separable part thereof, so as to insure that the items specified will not be completed and/or delivered within the time specified in the proposal documents and contract, PLP, may, by written notice to the proposer, terminate its right to proceed with the work or such part of the work as to which there has been a delay at the PLP's option. The Proposer and its sureties shall be liable to PLP for liquidated damages, or if no liquidated damages are so provided, then for any damages to the PLP resulting from the Proposer's failure or refusal to complete/deliver the items within the specified time.

TERMINATION FOR CONVENIENCE

PLP reserves the right to terminate the Professional Services contract or Purchase Order at any time, for the convenience of PLP, without penalty or recourse, by giving written notice to the Contractor at least ninety (90) calendar days prior to the effective date of such termination. PLP may cancel this contract WITH CAUSE at any time by giving ten (10) days' written notice to the

contractor. The Contractor reserves the right to terminate the contract at any time, for the convenience of the Contractor, without penalty or recourse, by giving written notice to PLP at least ninety (90) calendar days prior to the effective date of such termination. The Contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the PLP pursuant to the contract prior to the effective date of termination. Termination compensation cannot exceed the monthly service fee, and the termination nullifies the remaining months of the contract.

1. Termination for lack of funding: PLP reserves the right to terminate any Professional Services contract or Purchase Order if said PLP loses funding during the term of the contract.
2. Termination for non-performance: PLP may terminate the contract in whole or in part if delivery or performance is repeatedly unsatisfactory. Unsatisfactory performance includes but is not limited to:
 - a. Repeated failure to respond within requested timeframe
 - b. Failure to perform services when promised or expected
 - c. Inability to reach Contractor contact; poor or lack of customer service support

GOVERNING LAWS

This request for proposal and the resulting contract shall be governed by all applicable federal, state, and local laws, codes, ordinances, and regulations including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, EEOC, DFEH, and the California State Department of Health Services. This contract shall be in accordance with the substantive and procedural laws of the State of California.

DAMAGES

The Proposer shall be held responsible for damage to existing facilities/sites, or to completed new work, that may be caused by the proposer's work or workmen. Proposer shall properly repair damage or remove and replace damaged property as appropriate at the proposer's expense as required by PLP.

DEBARMENT AND SUSPENSION CERTIFICATION

Title 49, Code of Federal Regulations, Part 29

The proposer, under penalty of perjury, certifies that, except as noted below, they or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, please attach explanation on separate sheet of paper. Exceptions will not necessarily result in denial of award but will be considered in determining proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this bid on the signature portion thereof shall also constitute signature of the Certification.

INDEPENDENT PROPOSER

The Proposer agrees and certifies that they or any of their agents, servants, or employees are not an agent or employee of PLP. The Proposer is an independent solely responsible for Proposer's acts. The resulting awarded contract shall not be construed as an agreement for employment with PLP.

NON-APPROPRIATION OF FUNDS

PLP warrants that it has funds available to remit payments on the resulting Professional Services contract or Purchase Order at the time the agreement is executed. Should appropriated funds during the term of the agreement become unavailable, PLP may cancel the Professional Services contract or Purchase Order by providing the proposer with written notice. Such notice shall release both the PLP and Proposer from all obligations under the Purchase Order or Professional Services contract, and Proposer shall refund PLP the balance of any advance payment made for orders of goods and/or services which are outstanding or which have not been received by PLP.

EXAMINATION OF DOCUMENTS

It is the responsibility of the Proposers to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, and addenda (if any). Proposers shall satisfy themselves as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified. The failure or neglect of the proposer to examine the documents shall in no way relieve them from any obligations with respect to the solicitation or

contract. The submission of a proposal shall constitute an acknowledgement upon which PLP may rely that the proposers have thoroughly examined and are familiar with the documents. The failure or neglect of the proposers to receive or examine any of the documents shall in no way relieve them from any obligations with respect to the proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

CONFORMITY WITH LAW AND SAFETY

Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including Federal, State, Municipal and Local Governing Bodies having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupation Safety and Health Act of 1979 and all amendments thereto, and applicable Federal, State and Local Government Safety Regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and save PLP harmless from any and all liability, fines, penalties and consequences arising from any non-compliance or violations of such laws, ordinances, codes and regulations.

Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Purchase Order or Professional Services contract, Contractor shall immediately notify PLP administration by telephone. Contractor shall promptly submit PLP a written report, in such form as may be required by PLP administration, of all accidents which occur in connection with this agreement. This report must include all of the following information:

- 1) Name and address of the injured or deceased person, and
- 2) Name and address of Proposer's subcontractor (if any), and
- 3) Name and address of Proposer's Liability Insurance Carrier, and
- 4) A detailed description of the accident and whether any of PLP's equipment or material was involved.

ATTORNEYS FEES

If any action at law or inequity is brought to enforce or interrupt the provisions of the Purchase Order or the Professional Services contract, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

PROPOSER AGREEMENT TO TERMS AND CONDITIONS

Submission of a signed bid will be interpreted to mean Proposer has agreed to all the terms and conditions set forth in the pages of this solicitation.

RIGHT TO AUDIT

PLP shall have the right of audit and inspection of the Contractor's business records at any time during the term of this agreement. Contractor shall have readily available all records related to the performance of the agreement and shall provide office space as may be required for PLP to audit these records.

TAXES

Successful proposer shall pay all federal, state and local taxes, levies, duties and assessments of every nature due in connection with any work under the agreement and shall indemnify and hold harmless PLP from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

COMPLIANCE OR DEVIATION TO SPECIFICATIONS

Proposer hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations are clearly indicated in the proposer's response and listed as such under **Exceptions to the Scope of Services (Attachment D, Page 21)**.

REQUIREMENTS FOR CONTRACTORS

1. LICENSES

All Contractors and their Subcontractors shall be licensed by the Contractors State License Board of the State of California to perform the work, if such work lawfully requires such licensing.

2. TAXES

Contractors shall calculate payment for all sales, unemployment, old age pension and other taxes imposed by local, city, state or federal law, and shall include such expenses in the total amount bid.

3. PAYING OF PREVAILING WAGE RATES

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates for where the work is to be done have been determined by the Director of the California Department of Industrial Relations. The General Prevailing Wage Rates are available at the Department of Public Works and are also available at the State of California Division of Labor Statistics and research web site at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Said rates are based on an eight (8) hour day, forty (40) hour week, except as otherwise noted and currently in effect. Existing agreements between the Building Trades and Construction Industry groups relate to wages, overtime, holidays and other special provisions shall be strictly observed. In compliance with the provisions of Section 1776 of the Labor Code of the State of California, as

amended the Contractor and each of his Subcontractors shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice or worker employed by them in connection with the project. Said records shall be available for inspection at all reasonable hours, and copies shall be made available to the employee or his authorized representative, the State Division of Labor Standards Enforcement, and the State Division of Apprenticeship Standards.

4. INDEMNIFICATION

To the maximum extent allowed by law and consistent with Civil Code Section 2782, Contractor shall effectively defend, indemnify, and hold harmless the Pacific Library Partnership (PLP), their officers, agents, and employees, from any liability as a consequence of any willful act or negligent act or omission by the Contractor, any of the Contractor's employees or agents, or any subcontractor, and shall be responsible for any and all damage, injury, or death to persons, or damage to property. Contractor shall indemnify, defend and hold harmless PLP, their officers, agents, and employees from any and all claims, suits, actions, costs, and liability ensuing in connection with the performance of the contract, or failure to protect the safety of workers or the general public. The duty to defend shall include, but is not limited to, the payment of court costs, expert witness fees, and attorney's fees (whether or not handled "in-house" by PLP) and shall further include attorney's fees for separate counsel if there exists an actual or potential conflict between PLP and Contractor.

Consistent with Civil Code Section 2782, this provision does not impose upon Contractor liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole negligence, or willful misconduct of PLP or their agents, servants, or independent contractors who are directly responsible to PLP, or for defects in design furnished by those persons. In addition, consistent with Civil Code Section 2782, this provision neither imposes upon Contractor, nor relieves PLP of liability arising from the active negligence of PLP.

5. INSURANCE

The Contractor shall maintain a commercial general liability insurance policy in the amount of **one million dollars (\$1,000,000.00)**. If the policy has an annual aggregate, the limit of the annual aggregate must be at least twice the occurrence limit. Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$1,000,000.00. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis only. The "**Pacific Library Partnership**" shall be named as an additional insured on the commercial general liability policy. The insurer shall

supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to PLP prior to commencement of work.

_____ **By initialing in the space provided, Contractor warrants that the services to be provided under this Contract do not require the use of any type of vehicle by Contractor.**

Nothing herein shall be construed as a limitation of Contractor's liability, and PLP agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. In addition to any other available remedies, may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

6. WORKERS' COMPENSATION

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If Contractor has employees, a copy of the certificates evidencing such insurance shall be provided to PLP prior to commencement of work.

Workers' Compensation insurance as required by the State of California and **Employers Liability Insurance with limit of \$1,000,000**. If any work shall be performed on, in, or under a body of water and governed by U.S. Longshoremen's and Harbor Workers Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. The Contractor is responsible for determining if there is an exposure to such an injury and agrees to indemnify the PLP for all claims arising out of such an injury.

_____ **By initialing in the space provided, Contractor warrants that no employees will be used in providing the services under this Contract.**

7. NONDISCRIMINATORY EMPLOYMENT

Contractor and/or any permitted subcontractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the

nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. DEBARMENT AND SUSPENSION

The Contractor under Title 49, Code of Federal Regulation, Part 29, under penalty of perjury, certifies that, except as noted below, they or any other person associated therewith in the capacity of owner, partner, director, officer, and manager: is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

9. GENUINE BID

The Undersigned hereby certifies that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or business not herein named, and that they had not directly or indirectly induced or solicited any other proposer to furnish a sham bid, or any other person or business to refrain from bidding, and that they had not in any manner sought by collusion to secure themselves an advantage over any other proposer.

Contractor has read and understands the foregoing and agrees to be bound by all of the foregoing terms and conditions.

Contractor (Firm Name)

Authorized Signature

Date

SPECIAL REQUIREMENTS

MINIMUM EXPERIENCE REQUIREMENT

It is highly desirable that proposers have experience serving public libraries and the scope as described herein. As referenced under the Scope of Services, this unique service provides for far more than the dropping off and picking up of library materials. Please use **Attachment A (Page 18)** to list all comparable references.

EMERGENCY CONTACTS

DRIVER'S NAME: _____ DRIVER'S CELL NUMBER: _____

BACK-UP DRIVER'S NAME _____

COURIER MANAGER'S NAME: _____ CELL PHONE NUMBER: _____

COURIER MANAGER'S LAND LINE NUMBER: _____ EMAIL: _____

KEYS

All keys IF required will be furnished by the PLP Administration to designated contractor's employee on custody receipt and shall be returned to the PLP Administration upon demand. Any loss of keys must be reported to the PLP Administration immediately. Keys are to be made **only** by the PLP Administration.

Duplication of keys by the Contractor or any of its personnel may be cause for cancellation of this contract.

LIGHTS AND SECURITY

All entrance/exit doors must be locked and lights off when after hour services are complete.

Security systems must be activated when exiting the building after hours.

INVOICING AND PAYMENT

Contractor shall submit an invoice to the following address:

**Pacific Library Partnership
Attn: Accounting
32 W 25th Ave., Suite 201
San Mateo, CA 94403**

Or send electronic invoices via email to invoicesslp@plpinfo.org.

Payment by PLP to Contractor shall be made in full, per invoice (net 30 days), with no partial payments allowed within thirty (30) calendar days after receipt of a correct invoice.

ATTACHMENT A

REFERENCES

Proposers shall provide the following information which will be used by the PLP in evaluating the proposal

1. Number of years in business: _____

2. Current average number of employees: _____

3. List three (3) active current accounts

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

ATTACHMENT B

SCOPE OF WORK

- 1) The scope of services will consist of providing delivery and pickup services to the Silicon Valley Library System (SVLS) of the Pacific Library Partnership (PLP) members as per the frequency on the Delivery Schedule, per **Attachments E and F (Pages 22 and 23)**
- 2) Provide **one or two day** delivery and pick-up of library materials per week (dependent on final contract), such as books, periodicals, inter-office mail (incl. mail bags), occasional light equipment weighing no more than 10-20 lbs (e.g. electronic devices). Service will not be provided on the days listed on the Holiday Closures, per **Attachment F (Pg.23)**. When libraries have additional scheduled closures, PLP will notify contractor as early as possible. Contractor agrees to provide at least 24 hours' notice whenever a minor schedule change is required. Contractor will present notice two (2) weeks in advance for written approval of any proposed major schedule changes.
- 3) A dedicated route when appropriate so that library materials are not intermingled with any other materials. On rural/remote routes, library materials may be combined with other appropriate cargo to create a cost-effective service.
- 4) Contractor will sort the materials by library when the material is picked up at each library. The materials will be protected from inclement weather while they are being moved between the truck and at the building, as well as while they are being sorted. Each subsequent schedule stop will include deliveries picked up during that day's route.
- 5) Contractor agrees to arrive at each member library during a window of time designated for pick-up at that library (**Attachment E, Page 22**), unless notification of changes has been made; and to notify **PLP Administration at 650-349-5538** immediately, if there is an emergency change in schedule of more than ½ hour due to poor weather, road work, and/or traffic conditions.
- 6) Contractor to provide a dedicated delivery vehicle and a dedicated driver to carry out all delivery schedule requirements.
- 7) Contractor will notify PLP Administration immediately should such delay result in an hour delay in the delivery of materials according to the delivery schedule.
- 8) Contractor will complete a simple written delivery volume and mileage survey form, supplied by PLP, to count items delivered for a 2-week period in each quarter of the year.

ATTACHMENT C

COST PROPOSAL

Charges for Services

Please provide quotes for **two scenarios**: A) two days of service per week (Wednesday and Friday), and B) one day of service per week (Friday only).

Charges for Services shall be based on monthly rate not to exceed the following schedule:

- Monthly Delivery Services Fee if Two Days per Week of Service (Wed/Fri) \$ _____
- Monthly Delivery Services Fee if One Day per Week of Service (Fri) \$ _____

The term of this agreement shall be for the period of July 1, 2025 - June 30, 2026 with no rate increase. Thereafter, the Monthly Delivery Services Fee for the additional option year extensions will be adjusted according to the following:

The 1st Option Year delivery services (July 1, 2026 – June 30, 2027) annual fee to be adjusted based on the Consumer Price Index (CPI), for All Items of the San Francisco-Oakland-Hayward, CA as published by the Bureau of Labor Statistics of U.S. Labor Dept, with a maximum of three percent (3%), whichever is less. The change in the CPI for **All Urban Consumers (CPI-U)** will be the May CPI Index for the Year and the percent change ending April 2026.

The 2nd Option Year delivery services (July 1, 2027 – June 30, 2028) annual fee to be adjusted based on the Consumer Price Index (CPI) for All Items of the San Francisco-Oakland-Hayward, CA as published by the Bureau of Labor Statistics of U.S. Labor Dept, with a maximum of three percent (3%), whichever is less. The change in the CPI for **All Urban Consumers (CPI-U)** will be for the May CPI Index for the Year and the percentage change ending April 2027.

The 3rd Option Year delivery services (July 1, 2028 – June 30, 2029) annual fee to be adjusted based on the Consumer Price Index (CPI) for All Items of the San Francisco-Oakland-Hayward, CA as published by the Bureau of Labor Statistics of U.S. Labor Dept, with a maximum of three percent (3%), whichever is less. The change in the CPI for **All Urban Consumers (CPI-U)** will be for the May CPI Index for the Year and the percentage change ending April 2028.

The 4th Option Year delivery services (July 1, 2029 – June 30, 2030) annual fee to be adjusted based on the Consumer Price Index (CPI) for All Items of the San Francisco-Oakland-Hayward, CA as published by the Bureau of Labor Statistics of U.S. Labor Dept, with a maximum of three percent (3%), whichever is less. The change in the CPI for **All Urban Consumers (CPI-U)** will be for the May CPI Index for the Year and the percentage change ending April 2029.

Fuel Surcharge – monthly delivery services fee includes a fuel surcharge fee if the California average price of unleaded fuel exceeds **\$5.50 price per gallon** according to the AAA monthly California average for fuel at: <https://gasprices.aaa.com/?state=CA>, the Contractor will charge an appropriate fuel

ATTACHMENT E

Pacific Library Partnership
 Silicon Valley Library System(SVLS)
 FY 2025-26 Delivery Service Time Schedule

Frequency*	Approx. Arrival Time	Approx Departure Time	Library	Address
Wed, Fri	8:30 a.m.	9:00 a.m.	San Mateo County Libraries	125 Lessingia Court, San Mateo, CA 94402
Wed, Fri	9:15 a.m.	9:30 a.m.	Palo Alto City Library	1213 Newell Road, Palo Alto, CA 94303
Wed, Fri	9:45 a.m.	10:00 a.m.	Mountain View Public Library	585 Franklin Street, Mountain View, CA 94041
Wed, Fri	10:15 a.m.	10:30 a.m.	Sunnyvale Public Library	665 W. Olive Avenue, Sunnyvale, CA 94086
Wed, Fri	10:45 a.m.	11:00 a.m.	Santa Clara City Library	2635 Homestead Road, Santa Clara, CA 95051
Wed, Fri	11:20 a.m.	11:45 a.m.	San Jose Public Library	150 E. San Fernando Street, San Jose, CA 95112
Wed, Fri	12:00 p.m.	1:00 p.m.	Los Gatos Library	100 Villa Avenue, Los Gatos, CA 95030
Wed, Fri	1:15 p.m.	1:30 p.m.	Santa Clara County Library	1730 Dell Avenue, Campbell, CA 95008
Wed, Fri	2:00 p.m.		San Mateo County Libraries	125 Lessingia Court, San Mateo, CA 94402

*Frequency shown as two days of service per week. If only contracted for one day of service per week, delivery would occur on Fridays only.

ATTACHMENT F

DELIVERY 2025 HOLIDAY SCHEDULE

Holiday	Date	Day	LGPL	MVPL	PACL	SJPL	SCCI	SCCO	SUN	PLP/SVLS
New Year's Day	1/1	Wed	C	C	C	C	C	C	C	C
Dr. Martin Luther King, Jr. Birthday	1/20	Mon	C	C	C	C	C	C	C	C
Lunar New Year	1/29	Wed				C				
Presidents' Day	2/17	Mon	C	C	C	C	C	C	C	C
César Chavez Holiday	3/31	Mon		C		C		C		
Easter/Spring Closure	4/20	Sun		C			4/18	C		
Memorial Day	5/26	Mon	C	C	C	C	C	C	C	C
Juneteenth	6/19	Thur		C		C		C		C
Independence Day	7/4	Fri	C	C	C	C	C	C	C	C
Labor Day	9/1	Mon	C	C	C	C	C	C	C	C
Admission Day	9/9	Tue					C			
Columbus/Indigenous Peoples Day	10/13	Mon			C	C	C	C		
Veterans Day	11/11	Tue		C	C	C	C	C		C
Day before Thanksgiving	11/26	Wed			@5pm				@6pm	
Thanksgiving	11/27	Thur	C	C	C	C	C	C	C	C
Day After Thanksgiving	11/28	Fri	C	C	C	C	C	C	C	C
Christmas Eve	12/24	Wed			12/24-1/1	C		@5pm	C	
Christmas Day	12/25	Thur	C	Dec 25-26	C	C	C	C	C	C
New Year's Eve	12/31	Wed	Dec 31-Jan 2		C			@5pm	C	

Public Libraries-
 LGPL- Los Gatos Public
 SJPL- San Jose Public
 SUN- Sunnyvale Public

MVPL- Mountain View Public
 SCCI- Santa Clara City Library

PAC-Palo Alto City
 SCCO- Santa Clara County

ATTACHMENT G

Average Number of Items Per Delivery

Library	Average Items Per Delivery*
Palo Alto City Library	5
Mountain View Public Library	1
Sunnyvale Public Library	2
Santa Clara City Library	5
San Jose Public Library	5
Los Gatos Library	3
Santa Clara County Library	46
Total Items	67

*Items refer to individual books or other singular materials delivered by courier.

ATTACHMENT H

Fuel Surcharge Chart

At Least	Less Than	Surcharge
\$5.50	\$6.00	4.5%
\$6.01	\$6.51	5.0%
\$6.52	\$7.02	5.5%
\$7.03	\$7.53	6.0%
\$7.54	\$8.04	6.5%
\$8.05	\$8.55	7.0%
\$8.56	\$9.06	7.5%
\$9.07	\$9.57	8.0%
\$9.58	\$10.08	8.5%
\$10.09	\$10.59	9.0%

ATTACHMENT I

OFFER

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED OFFERS AND AGREES, IF THIS PROPOSAL IS ACCEPTED WITHIN THIRTY (30) CALENDAR DAYS FROM DATE OF AWARD OF CONTRACT, TO FURNISH ANY OR ALL OF THE ITEMS UPON WHICH PRICES ARE QUOTED, AT THE PRICE SET OPPOSITE EACH ITEM, DELIVERED AT THE DESIGNATED POINT WITHIN THE TIME SPECIFIED. DISCOUNTS WILL NOT BE CONSIDERED IN THE EVALUATION OF ANY QUOTATION, UNLESS OTHERWISE STATED IN THIS INVITATION.

REPRESENTATIONS AND CERTIFICATIONS

PROPOSER CERTIFIES THE FOLLOWING: (CHECK APPROPRIATE ONE)

THAT THEY ARE A _____ DEALER IN THE BID ITEMS BID UPON
 _____ MANUFACTURER OF THE ITEMS BID UPON

THAT THEY OPERATE AS AN _____ INDIVIDUAL
 _____ PARTNERSHIP
 _____ CORPORATION

INCORPORATED IN THE
 STATE OF _____

PROPOSER'S NAME: _____

ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL ADDRESS: _____

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:

X _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

E-MAIL ADDRESS: _____

PROPOSAL DOCUMENTS TO BE RETURNED

The following forms must be completed, signed (if applicable), and submitted on or before the Submittal Deadline.

- | | |
|---|-------------------|
| 1. Narrative of Company's Background
(as listed in evaluation criteria) | Page 5 |
| 2. Narrative of Company's Qualifications
(as shown in evaluation criteria) | Page 5 |
| 3. Requirements for Contractors | Page 12 – Page 15 |
| 4. Attachment A – References | Page 18 |
| 5. Attachment C Cost Proposal | Page 20 |
| 6. Attachment D Exceptions to the Scope of Work | Page 21 |
| 7. Attachment I - Signed Offer | Page 26 |

Successful Proposer shall furnish:

1. Certificate of Liability Insurance naming Pacific Library Partnership (Page 13)
2. Additional Insured Endorsement naming Pacific Library Partnership as additional insured
3. A signed IRS W-9 Federal Tax ID Certification