

North Bay Cooperative Library System (NBCLS)

DELIVERY SERVICES

NOTICE OF REQUEST FOR PROPOSAL

Date: April 15, 2024

THE NORTHNET LIBRARY SYSTEM (NLS) IS SOLICITING PROPOSALS TO ESTABLISH A CONTRACT FOR DELIVERY SERVICES AS SPECIFIED IN THIS REQUEST FOR PROPOSAL.

PROPOSAL PACKAGES WILL BE RECEIVED UNTIL MAY 10, 2024 AT 5:00 P.M. PST AT THE NORTHNET LIBRARY SYSTEM, 32 W. 25TH AVE., SUITE 201, SAN MATEO, CA 94403

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, ELECTRONIC, FACSIMILE, OR TELEPHONIC PROPOSALS OR MODIFICATIONS WILL BE CONSIDERED UNLESS SPECIFIED. PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE CONSIDERED.

COPIES OF THIS REQUEST FOR PROPOSAL ARE AVAILABLE BY CONTACTING WENDY CAO, OPERATIONS MANAGER AT CAOW@PLSINFO.ORG

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INSTRUCTIONS TO PROPOSER

SUBMISSION OF PROPOSAL

Proposals shall be received at the NorthNet Library System, 32 W. 25th Ave, Suite #201, San Mateo, CA 94403 until **5:00 P.M., PST, May 10, 2024**. Proposals must be submitted on the form(s) provided with this bid package. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. All proposals submitted must be **(see Page 30)** completed, dated, with firm's name and signed by a duly authorized officer of the firm. Proposals not submitted on the form(s) provided may not be considered by the NLS.

All bids must be submitted in an appropriate package.

Please submit **one (1) original signature hard copy** to be signed in blue ink (original copy marked as such).

KEY EVENTS AND PROJECTED DATES (SCHEDULE)

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

Release of RFP	April 15, 2024 (Monday)
RFP Submission Deadline	May 10, 2024 (Friday)
Award of Contract <i>*Date is subject to change*</i>	May 29, 2024 (Wednesday)
Contract Approval	June 7, 2024 (Friday)
Mandatory Delivery Test Run	June 10, 2024 – June 21, 2024

Before submitting 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 him/her from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the NLS 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.

PRICES, NOTATIONS, AND MISTAKES

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs the proposal. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

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, either by mail, e-mail or facsimile, and request clarification or modification of the document(s) **no later than ten (10) business days before the deadline as set forth under sub-Section "Proposal Submittal Deadline."** 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 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, the NLS 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 the NLS 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.

AWARD OF PROPOSAL

Award of proposal, if awarded, shall be made by NLS 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 the NLS and/or its representatives or agents. An evaluation team will evaluate all proposals received in accordance with the Evaluation Criteria. The NLS 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. The NLS is not obligated to accept the lowest proposal, but will make an award in the best interests of the NLS after all factors have been evaluated. Receipt of the official NLS' 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. The NLS, 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 the NLS. It also reserves the right to reject the proposal of a vendor who has previously failed to perform properly or complete on time contracts of similar nature, or the proposal of a vendor 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 the NLS' 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, the NLS 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. Whether drivers are company employees, subcontracted through another company, or individual subcontractors. Contractor to provide a primary dedicated driver and a secondary (back-up driver) and a dedicated truck to be assigned solely to this contract. Vendor 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%
Vendor's concept and understanding of the North Bay Cooperative Library'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

The NLS 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 vendor.

TERMS OF THE OFFER

The NLS 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 the NLS during the evaluation process.

COST OF PREPARATION OF OFFERING

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

CONFIDENTIALITY OF DOCUMENTS

All documents submitted as part of the vendor's offering will be deemed confidential during the evaluation process. Vendor 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, all offerings become 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. The NLS 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 Pages 24, 25, and 26):

Lake Route	
Library	Address
Sonoma County	6135 State Farm Dr, Rohnert Park
Lakeport	1425 N High St, Lakeport
Clearlake	14785 Burns Valley Rd, Clearlake
Upperlake	310 Second St, Upper Lake
Middletown	21256 Washington St, Middletown
North Route (Mendocino)	
Ukiah*	105 N. Main St, Ukiah
Round Valley	23925 Howard St, Covelo
Willits	390 E. Commercial St, Willits
Ft Bragg	499 E. Laurel St, Fort Bragg
Coast (Point Arena)	225 Main St, Point Arena
SPLASH	
Benicia	150 East L St, Benicia
Solano County	601 Kentucky St, Fairfield
St Helena	1492 Library Ln, St. Helena

**2 Stops Per Day (1-Mendocino branches, 2-Sonoma County)*

RESPONSIBLE PARTIES

Representing the NLS in all matters regarding the submission of the Request for Proposal shall be Wendy Cao, Operations Manager, caow@plsinfo.org.

PRICING

Prices quoted shall be firm and fixed through the contract term (July 1, 2024 – June 30, 2025) Thereafter, refer to **COST PROPOSAL, page 22**, 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, 2024 to June 30, 2025**, with an option to continue for **Four (4) additional years** in one-year increments, by mutual consent of the NLS and Vendor. 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 NLS 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 NLS. 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 NLS.

FORCE MAJEURE

Time extension for delay may be allowed the Proposer by NLS 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 NLS, 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, NLS, 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 NLS's option. The proposer and its sureties shall be liable to NLS for liquidated damages, or if no liquidated damages are so provided, then for any damages to the NLS resulting from the proposer's failure or refusal to complete/deliver the items within the specified time.

TERMINATION FOR CONVENIENCE

The NLS reserves the right to terminate the Professional Services contract or Purchase Order at any time, for the convenience of NLS, 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. NLS may cancel this contract WITH CAUSE at any time by giving ten (10) day's 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 the NLS 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 NLS 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: The NLS reserves the right to terminate any Professional Services contract or Purchase Order if said NLS loses funding during the term of the contract.
2. Termination for non-performance: The NLS 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 time-frame
 - 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 the NLS.

DEBARMENT AND SUSPENSION CERTIFICATION

Title 49, Code of Federal Regulations, Part 29

The bidder, 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 bidder 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 is (are?) not an agent or employee of the NLS. 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 the NLS.

NON-APPROPRIATION OF FUNDS

The NLS 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, NLS may cancel the Professional Services contract or Purchase Order by providing the proposer with written notice. Such notice shall release both the NLS and proposer from all obligations under the Purchase Order or Professional Services contract, and proposer shall refund the NLS the balance of any advance payment made for orders of goods and/or services which are outstanding or which have not been received by the NLS.

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 the NLS 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

Vendor 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 Vendor must be in accordance with these laws, ordinances, codes and regulations. Vendor shall indemnify and save NLS harmless from any and all liability, fines, penalties and consequences arising from any non-compliance of 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, Vendor shall immediately notify the NLS administration by telephone. Vendor shall promptly submit to NLS a written report, in such form as may be required by NLS 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 NLS'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.

BIDDER AGREEMENT TO TERMS AND CONDITIONS

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

RIGHT TO AUDIT

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

TAXES

Successful bidder 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 the NLS from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

COMPLIANCE OR DEVIATION TO SPECIFICATIONS

Bidder 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 bidder's response and listed as such under **Exceptions to the Scope of Services – Page 23**.

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. CONTRACTOR REGISTRATION WITH CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS

A contractor or subcontractor may not be qualified to bid on or be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)).

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Contractor must comply with all applicable California Labor Code provisions and related regulations, including, but not limited to the following: Labor Code Sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815; Title 8, Division 1, Chapter 8, Subchapter 4.5 of the California Code of Regulations (8 CCR 16451 et seq.).

This project is subject to the requirements of Division 2, Part 7, Chapter 1 of the Labor Code, as well as the obligation to furnish certified payroll records directly to the Labor Commissioner in accordance with 8 CCR 16461. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

_____ If initialed by NLS representative, the above paragraph has been determined by the NLS to be inapplicable on the basis that the services to be provided under this contract do not require registration with the California Department of Industrial Relations pursuant to Labor Code Section 1771.1(a). It is the Contractor's responsibility to correct this determination if it believes the conclusion to be inaccurate.

4. 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.

5. INDEMNIFICATION

To the maximum extent allowed by law and consistent with Civil Code Section 2782, Contractor shall effectively defend, indemnify, and hold harmless the NorthNet Library System (NLS), 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 NLS, 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 the NLS) and shall further include attorney's fees for separate counsel if there exists an actual or potential conflict between NLS 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 the NLS or their agents, servants, or independent contractors who are directly responsible to the NLS, 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 NLS of liability arising from the active negligence of the NLS.

6. 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 "**NorthNet Library System**" 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 NLS 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 NLS 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.

7. 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 NLS 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 NLS 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.

8. 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.

9. 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.

10. 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 bidder 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 bidder.

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)** 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 NLS Administration to designated contractor's employee on custody receipt and shall be returned to the NLS Administration upon demand. Any loss of keys must be reported to the NLS Administration immediately. Keys are to be made **only** by the NLS Administration.

Duplication of keys by the vendor 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.

BONDING REQUIREMENTS

It is the responsibility of the vendor to provide proof of bonding coverage. A surety bond in the amount of \$5,000 (per designated driver) is required.

INVOICING AND PAYMENT

Vendor shall submit an invoice to the following address:

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

Payment by NLS to Vendor 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 NLS 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 North Bay Cooperative Library System of the NorthNet Library System (NLS) members as per the frequency on the Delivery Schedule, per **Attachments E & F (Pg. 24 & Pg. 25)**
- 2) Provide a Monday through Friday delivery and pick-up of library materials 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.25)**. When libraries have additional scheduled closures, NLS will notify vendor as early as possible. Vendor 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. All bins will be provided by the Library.
- 4) Vendor will sort the materials by library code provided by NLS 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) Vendor agrees to arrive at each member library during a window of time designated for pick-up at that library, unless notification of changes has been made; and to notify **NLS 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) Vendor to provide a dedicated delivery truck with liftgate or ramp and a dedicated driver to carry out all delivery schedule requirements. The materials will be packed in bins with approximately this diameter: 23x16x10. The delivery vehicle will need to be able to carry up to 100 bins at a time.
- 7) There are delivery delays that may occur due to the handling of extraordinarily high volumes of library materials. Vendor will notify NLS Administration immediately should such delay result in an hour delay in the delivery of materials according to the delivery schedule.
- 8) Vendor will complete a simple written delivery volume survey form, supplied by NLS, to count items delivered for a 2-week period in each quarter of the year.

ATTACHMENT C

COST PROPOSAL

Charges for Services

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

Monthly Delivery Services Fee – \$ _____

The term of this agreement shall be for the period of July 1, 2024 - June 30, 2025 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, 2025 – June 30, 2026) 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 Ending April 2025.

The 2nd 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 for the May CPI Index for the Year Ending April 2026.

The 3rd 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 Ending April 2027.

The 4th 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 Ending April 2028.

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 surcharge percentage that is outlined in the Fuel Surcharge Chart (**Attachment H, Pg. 27**) and indicate the percentage of surcharge based on the monthly delivery services fee on the invoice to NLS.

ATTACHMENT D

EXCEPTIONS TO THE SCOPE OF WORK

Vendors shall fully describe any exceptions to the written requirements and/or scope, in the space provided below. Attach an additional sheet if more space is necessary. Any exception taken shall be fully described to allow NLS to evaluate its acceptance.

Specification Section or
Page number

Description of Exception

****End of Exceptions****

ATTACHMENT E

North Bay Cooperative Library System Delivery Schedule, Effective 7/1/2024

MENDOCINO					
	Mon	Tue	Wed	Thu	Fri
Location	Time	Time	Time	Time	Time
UKIAH	8:30 AM	8:30 AM	8:30 AM	8:30 AM	8:30 AM
SONOMA COUNTY	11:30 AM	11:30 AM	11:30 AM	11:30 AM	11:30 AM
ROUND VALLEY (COVELO)	11:00 AM			11:00 AM	
UKIAH	8:30 AM	8:30 AM	8:30 AM	8:30 AM	8:30 AM
WILLITS	12:10 PM		12:10 PM		12:00 PM
FT. BRAGG	1:45 PM		1:45 PM		1:45 PM
PT. ARENA		3:30PM		3:30PM	

LAKE					
	Mon	Tue	Wed	Thu	Fri
Location	Time	Time	Time	Time	Time
SONOMA COUNTY	11:00 AM	11:00 AM	11:00 AM	11:00 AM	11:00 AM
LAKE PORT		1:30 PM	1:30 PM	1:30 PM	1:30 PM
CLE ARLAKE		2:30 PM	2:30 PM	2:30 PM	2:30 PM
UPPERLAKE			2:00 PM		
MIDDLETOWN		12:00 PM		12:00 PM	

SNAP (SPLASH)					
	Mon	Tue	Wed	Thu	Fri
Location	Time	Time	Time	Time	Time
BENICIA	8:30 AM	8:30 AM	8:30 AM	8:30 AM	8:30 AM
SOLANO COUNTY	9:30 AM	9:30 AM	9:30 AM	9:30 AM	9:30 AM
ST. HELENA	12:00PM	12:00PM	12:00PM	12:00PM	12:00PM

Note -The above delivery schedule is subject to change due to library request.

ATTACHMENT F

DELIVERY 2024 HOLIDAY SCHEDULE

2024 Holiday Schedule	Date	Day	BENICIA	LAKE COUNTY	MENDOCINO CL	ST. HELENA	SOLANO CL	SONOMA
New Year's Day	1/1	Mon	C	C	C	C	C	C
Martin Luther King Day	1/15	Mon	C	1/13-15	1/15-16	C	C	C
Lincoln's Birthday	2/12	Mon					C	
Presidents Day	2/19	Mon	C	C	2/19-20	C	C	C
Cesar Chavez Day	3/31	Sun				C		3/31-4/1
Easter	3/31	Sun					C	3/31-4/1
Mother's Day	5/12	Sun						
Memorial Day	5/27	Mon	C	C	5/27-28	C	C	C
Juneteenth	6/19	Wed		C				C
Independence Day Eve	7/3	Wed	@5pm					
Independence Day	7/4	Thu	C	C	C	C	C	C
Labor Day	9/2	Mon	C	C	9/2-3	C	C	C
Columbus/Indig People's Day	10/14	Mon		10/12-14			C	
Columbus/Indig People's Day (observed)	10/15	Tue			C			
Veterans Day	11/11	Mon	C	C	11/11-12	C	C	C
Day before Thanksgiving	11/27	Wed	@ 5pm				@ 5pm	@ 6PM
Thanksgiving Day	11/28	Thu	C	C	C	C	C	C
Day after Thanksgiving	11/29	Fri	C	C	C	C	C	C
Christmas Eve	12/24	Tue	c	12/24-28	TBD	C	C	@3pm
Christmas Day	12/25	Wed	C	C	TBD	C	C	C
New Year's Eve	12/31	Tue	C		TBD		@12PM	C

C=CLOSED

ATTACHMENT G

AVERAGE DELIVERY BIN COUNTS BY LIBRARY

North Bay Cooperative Library System One Week Delivery Bins Average Count

MENDOCINO					
LOCATION	Monday	Tuesday	Wednesday	Thursday	Friday
Ukiah	10	12	19	14	10
Sonoma County	10	6	8	8	10
Round Valley (Covelo)	5			13	
Ukiah	6	3	4	9	6
Willits	5		6		8
Ft. Bragg	6		10		11
Pt. Arena		6		5	
Ukiah					
*Average Bins Per Day	7	7	9	10	9

LAKE					
LOCATION	Monday	Tuesday	Wednesday	Thursday	Friday
Sonoma County	20	11	11	31	11
Lakeport		32	21	21	11
Clearlake		5	5	4	4
Upperville			7		
Middletown		9		8	
*Average Bins Per Day	20	14	11	16	8

SNAP (SPLASH)					
LOCATION	Monday	Tuesday	Wednesday	Thursday	Friday
Benicia	5	9	7	5	7
Solano County	12	10	10	5	9
St. Helena	5	4	3	5	4
*Average Bins Per Day	7	8	7	5	7

** Estimated 30 items per bin -Approximate weight per bin is 35lbs-45lbs (varies due to the mix of books, DVD, CDs, etc.).*

Bin Dimension = 24"(L) X 16"(W) X 9(H)

ATTACHMENT H

Fuel Surcharge Chart

At Least	Less Than	Surcharge
\$4.50	\$5.00	4.5%
\$5.01	\$5.51	5.0%
\$5.52	\$6.02	5.5%
\$6.03	\$6.53	6.0%
\$6.54	\$7.04	6.5%
\$7.05	\$7.55	7.0%
\$7.56	\$8.06	7.5%
\$8.07	\$8.57	8.0%
\$8.58	\$9.08	8.5%
\$9.09	\$9.59	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 _____

BIDDER NAME: _____

ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL ADDRESS: _____

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:

X _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

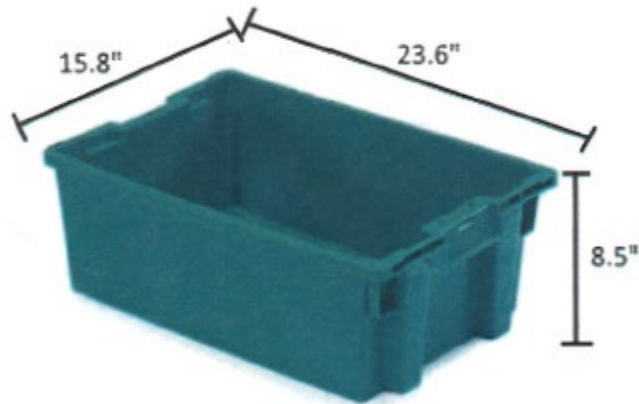
E-MAIL ADDRESS: _____



(EXAMPLE)

PRODUCT IMAGE

Orbis Product #GS6040-22



PROPOSAL DOCUMENTS TO BE RETURNED

The following forms must be completed and submitted on or before the Submittal Deadline.

PLEASE PROVIDE ONE (1) COPY WITH ORIGINAL SIGNATURES.

The following forms must be completed and submitted on or before the Submittal Deadline.

- | | | |
|----|--|-------------------|
| 1. | Requirements for Contractor's | Page 14 – Page 17 |
| 2. | Attachment A – References | Page 20 |
| 3. | Attachment C Cost Proposal | Page 22 |
| 4. | Attachment D Exceptions to the Scope of Work | Page 23 |
| 5. | Attachment I - Signed Offer | Page 28 |

Successful Proposer shall furnish:

1. Certificate of Liability Insurance naming NorthNet Library System
2. Additional Insured Endorsement naming NorthNet Library System as additional insured
3. A signed IRS W-9 Federal Tax ID Certification
4. Provide proof of Bonding Coverage (refer to page 19 for amount)