



San Mateo  
County  
Libraries

# San Mateo County Libraries

## Request for Quotation (RFQ)

### For Print Periodicals (Magazines and Newspapers)

## Contents

RFQ Schedule of Events .....	3
Statement of Intent.....	3
San Mateo County Libraries Background .....	4
Contract Duration.....	5
Communications Regarding the RFQ .....	5
Proposal Submission .....	5
Instructions for Submitting Proposals .....	6
Evaluation Criteria .....	7
Notification .....	7
Library Responsibilities .....	7
Administrative Requirements.....	8
Scope of Services.....	9
Material Types.....	9
Budget .....	9
Contract Duration.....	9
Ordering and Collection Development.....	9
Delivery.....	10
Invoices and Status Reports.....	10
Customer Support.....	10
Detailed Submittal Requirements and Cost Proposal Schedule .....	11
Provision A (Vendor Services) .....	11
Provision B (Collection Development).....	14
Attachment A: Sample Agreement .....	15

## RFQ Schedule of Events

The following RFQ schedule represents the Library's best estimate of the schedule that shall be followed. The Library reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

SCHEDULE	DATE
1. Library Issues RFQ	March 5, 2021
2. Deadline for Comments	March 19, 2021
3. Library Issues Responses to Comments	March 29, 2021
4. Deadline for Submitting a Proposal	April 9, 2021
5. Library Completes RFQ Proposal Evaluation	April 30, 2021
6. Library Issues Written Notification to All Proposers	May 7, 2021
7. Conclusion of Contract Negotiation, and Contract Signing	May 21, 2021
8. Anticipated Contract Start Date	July 1, 2021

## Statement of Intent

The San Mateo County Libraries (Library) is soliciting proposals from qualified firms in response to this Request for Quotation (RFQ) for Blanket Purchase Order (P.O.) of Print Periodicals (Magazines and Newspapers).

Vendors should submit proposals to supply the Library with magazine and newspaper subscriptions discounted from the publisher's invoice price when the invoice price is lower than the list price. Quoted price must be delivered F.O.B., San Mateo, California, USA. Invoice must reflect sales tax rate applicable to unincorporated San Mateo County.



Invoices will be sent to:

San Mateo County Libraries  
125 Lessingia Ct.  
San Mateo, CA 94402-4065

The proposed contract length will be for the period 07/01/21 through 06/30/22. Vendor will provide the Library with the option for two (2) two-year renewals.

### San Mateo County Libraries Background

The San Mateo County Libraries is a Joint Powers Authority (JPA) serving the cities of Atherton, Belmont, Brisbane, East Palo Alto, Foster City, Half Moon Bay, Millbrae, Pacifica, Portola Valley, San Carlos, Woodside, and the unincorporated areas of the county.

The Library is comprised of 13 branch libraries and a Bookmobile serving a population of 285,000 with an annual circulation of 3.7 million. There are 1,294,013 items (498,148 physical + 795,595 digital) in the Library collection.

### Rights of the Library

This RFQ is not a commitment or contract of any kind.

- The Library reserves the right to select the firm which, in the Library's opinion, will provide the most responsive and responsible services.
- The Library is not bound to award the contracts based solely on the lowest quote submitted.
- The Library reserves the sole right to evaluate the contents of proposals submitted in response to this project and to select successful vendors, if any.
- The Library reserves the right to waive any requirements of this proposal process and/or otherwise modify this RFQ when it determines that such modification is in the best interest of the Library.
- The Library reserves the right to cancel the RFQ and reject any and all quotations in whole or in part when it is in the best interest of the Library.
- The Library reserves the right to enter into agreements with multiple vendors/proposers for different portions of work as outlined in the Scope of Services.
- Library is not obligated to award a contract for the entire scope to any single vendor/proposer.
- Costs for developing the proposals are entirely the responsibility of the proposers and shall not be reimbursed.

## Contract Duration

The Library intends to enter into a contract with an estimated effective period of July 1, 2021 through June 30, 2022. The vendor will give San Mateo County Libraries the option for two (2) two-year renewals under the same terms and conditions. The form of contract the prevailing proposer must be willing to execute is attached hereto as Attachment A.

## Communications Regarding the RFQ

Upon release of this RFQ, all communications concerning this procurement must be directed to Sandy Wee, Library Services Manager. Unauthorized contact regarding the RFQ with other Library employees may result in disqualification.

Any written questions should be submitted by email to [wee@smcl.org](mailto:wee@smcl.org) by the deadline specified in the RFQ Schedule of Events. The Library shall respond in writing to written communications and reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.

## Proposal Submission

The criteria for evaluation of proposals are described in this RFQ. The proposal submitted by the vendor will be used to determine the applicant's capability of rendering the services to be provided. A determining factor for selection will be the applicants' ability to fully comply with all the instructions provided in this document.

Government Code Sections 6550 *et seq.*, the California Public Record Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Record Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this RFQ is a public record in its entirety. Also, all information submitted in response to this RFQ is itself a public record without exception. Submission of any materials in response to this RFQ constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the Library JPA if requested under the Public Records Act without further notice to you and, (2) you agree to indemnify and hold harmless the Library JPA for release of such information.

If the Library JPA receives a request for any portion of a document submitted in response to this RFQ, the Library JPA will not assert any privileges that may exist on behalf of the

person or entity submitting the proposal, and the Library reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, the Library JPA and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFQ.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the Library JPA and/or its officers, agents, or employees that the Library JPA has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

### Instructions for Submitting Proposals

The Library discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of this RFQ. Emphasis should be on completeness and clarity of content.

- All proposals should be typewritten and have consecutively numbered pages.
- Include any exhibits, charts, or other attachments.
- Submit one (1) hard copy and one (1) electronic PDF copy on USB in a sealed package to be delivered by mail.

Please include the following information:

- **Scope of Services/Service Description:** Describe the overall services you intend to provide.
- **Organizational Background:** Describe the organization's history, mission, programs, and services it provides; administrative structure; and experience in providing similar services.
- **Completion and Submission of Provisions A, B:** Included in this RFQ.
- **Start-up Requirements:** Describe start-up requirements and the lead-time necessary to begin providing services.
- **Contact Information:** Include principal contacts, main and local business addresses, voice and fax phone numbers, and email address.
- **References:** Include two references recently familiar with the quality and reliability of your work.

Proposal must be received by the final filing date and may be rejected after 5 p.m. on April 9, 2021. Address and deliver printed and electronic copies of the proposals to the RFQ Coordinator, Library Services Manager, Sandy Wee ([wee@smcl.org](mailto:wee@smcl.org)).



Proposals must be mailed to:

**San Mateo County Libraries  
Attn: Sandy Wee  
125 Lessingia Court  
San Mateo, California 94402-4065**

## Evaluation Criteria

The evaluation of responses received will include a review for conformance to stated specifications. Only those proposals that meet or exceed the intent of the RFQ will be further evaluated. The evaluation process is designed to award the procurement not necessarily to the vendor of least cost, but rather to the vendor with the best combination of attributes based upon the evaluation criteria. Therefore, proposals are evaluated against the evaluation criteria in this RFQ and not against other proposals.

The criteria for choosing the vendor will include the following:

- Experience of the vendor to complete the work, including description of experience with similar services.
- The quality and breadth of the proposal.
- Reference checking.
- Proposed cost to provide the work/service.
- Proposer's willingness to accept the terms of our standard form of agreement, which will be used as the basis for the resulting contract.

## Notification

Written notification to all Proposers will be sent by May 7, 2021.

## Library Responsibilities

In order to enable a successful and timely implementation of these services, the Library is responsible for providing appropriate access to Library staff, and resources identified as essential to complete work activities.

## Contract Approval

The RFQ and selection processes do not obligate the Library and do not create rights or claims of entitlement in the apparent best evaluated Proposer. Contract award shall commence only after the contract is signed by the Vendor and by Library officials as required by Library regulations to establish a legally binding contract.



## Administrative Requirements

A written Agreement using the Library's standard format (sample attached) will be finalized between the Library and Contractor containing the terms and conditions showing required material terms of the selected proposal. Proposers which cannot accept any of the terms in the sample attached agreement should explicitly note such exceptions in their proposals. Proposals will be evaluated based upon willingness to accept sample contract terms.



## Scope of Services

The Library is in need of vendors to provide library materials in response to Blanket P.O.'s issued by Library for Print Periodicals (Magazines and Newspapers) with collection development and subscription renewal services.

### Material Types

Vendors will supply the Library with the following Print Periodicals in English and other languages:

- Magazines
- Newspapers

### Budget

Based upon previous years' usage and the current budget it is estimated that the Library will allocate up to to \$100,000 towards print magazine and newspaper subscriptions between 07/01/21 and 06/30/22.

San Mateo County Libraries is not obligated to purchase any specified quantity.

### Contract Duration

The Library intends to go into contract for one (1) year with an estimated start date of July 1, 2021 up to June 30, 2022. Vendor will give San Mateo County Libraries the option for additional two (2) two-year renewals under the same terms and conditions.

### Ordering and Collection Development

- The Vendor will provide customer service which includes inventory, ordering access, and supplying materials in a timely manner to the Library per specifications included in Provision A (Vendor Services).
- Additionally, the Vendor will work with Library to provide customized lists of materials for Library consideration included in Provision B (Collection Development).
- The Vendor will provide unlimited logins and multiple account access based on service specifications to be determined by the Library. If the logins and account access are limited, Vendor will identify and provide the Library with the maximum number allowed.

### Delivery

- The Library expects to receive items ordered in advance of the publication date at least five (5) working days ahead of the On-Sale date when allowed by the publisher.

### Invoices and Status Reports

- The vendor will invoice the Library on an annual basis covering a list of titles for current subscriptions, number of issues per year, and annual subscription cost. Failure of a vendor to comply with the terms and conditions stated may result in the cancellation of the Blanket P.O.
- The Vendor will provide monthly reports for items ordered and the status of ordered items that are not immediately deliverable.

### Customer Support

- The Vendor will provide the Library with contact information for a Project Manager assigned to the library account to oversee all aspects of customer care.
- The Vendor will provide Library with the list of hours that Customer Service staff is available and the communication methods by which they can be reached and response time.

## Detailed Submittal Requirements and Cost Proposal Schedule

Vendors submitting proposals to the Library should complete the charts and supplemental questions below in Provisions A and B.

Cost shall include all labor, tools, equipment, and materials required to complete the tasks outlined in the Scope of Services.

### Provision A (Vendor Services)

DESCRIPTION	YES or NO	VENDOR NOTES
Provide multiple accounts based on service specifications to be determined by the Library.		
Provide same terms to be applied to all accounts.		
Ability to place orders and receive invoices electronically.		
Vendor ability to accept electronically transmitted orders.		
Apply full discount to all titles for which the publisher provides a full discount to the vendor.		
Distribution center located in the western region of the United States or 2-day air delivery.		
Shipment from one or more secondary distribution centers with same terms applied (land delivery is acceptable).		
Ability to ship in-stock items within 48 hours of order submittal.		
Ability to deliver materials directly to our 13 Community Libraries during Library operating hours (Monday - Friday).		
Provide electronic email notification of cancelled orders or backordered titles on a monthly basis.		



DESCRIPTION	YES or NO	VENDOR NOTES
Separation of invoices corresponding to single accounts (will not mix accounts on an invoice).		
Ability for Library to determine cancellation cycle with guaranteed return for credit of titles shipped after cancellation.		
Project Manager assigned to library account to oversee all aspects of customer care.		
Toll free phone number and email for customer service including: invoice/billing inquiries, special orders/problems.		
Local sales representative assigned to Library, and is able to respond to inquiries in a timely manner.		
Acceptance of returns, including but not limited to vendor error and defective material.		
Vendor pays return shipping on all accepted returns.		
Service charges will not be incurred for cancellations or returns.		

In addition to the Vendor Services requirements listed above, please respond to the items below.

1. Describe your credit procedures, i.e. procedure for accounting for credit on returned items.
2. Provide a list of publishers outside of the U.S.A. that you have supplied to United States Customers.
3. Provide a complete and current list of publishers, producers and distributors with which you have supply agreements and indicate the discount. Indicate if you have exclusive distribution rights.
4. Provide a list of all publishers you charge a service fee to provide, including the amount of charge per volume.
5. Describe the environmental sustainability of your company, and your considerations for equity.
6. Include samples of the following with your response:
  - a. Invoice
  - b. Packing Slip
  - c. Status Report
  - d. Error Log
  - e. Cancellation Report
7. Describe further costs, if any, to those listed above. Also include cost incentives, if any.



Provision B (Collection Development)

DESCRIPTION	YES or NO	VENDOR NOTES
Include online collection development software with sufficient logins for library needs at no extra cost.		
Provide unlimited number of logins. If logins are limited, Vendor will identify and provide the maximum number allowed at no extra cost.		
Include customized collection development services at no extra cost.		
Vendor website that provides electronic real-time web-based interface to its inventory.		

In addition to the Collection Development requirements listed above, please respond to the items below.

1. Describe automatic purchase plans and/or customized vendor selection.
2. Describe selection of materials for:
  - a. Magazines and newspapers in non-English languages.
  - b. Electronic magazines and newspapers.
3. Describe any additional value-added services provided.



## Attachment A: Sample Agreement

Agreement Number: **XXXXX-XX-XXXX**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between **VENDOR NAME**, hereinafter called "Contractor", and San Mateo County Libraries, 125 Lessingia Court, San Mateo, CA 94402, hereinafter called "Library."

IT IS AGREED that the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the Library hereinafter expressed does hereby agree to furnish to the Library services and materials as follows and/or as described on exhibits attached to and incorporated herein and thereby made part of this Agreement.

Contractor will provide to the Library the following materials and/or services: See Exhibit A.

CONTRACT PERIOD will be from **DATE** to **DATE** unless terminated earlier under the terms of the Agreement. The Agreement for services as described in Exhibit A is for a **SPELL OUT NUMBER (#)** month period.

COMPENSATION AND PAYMENT SCHEDULE: The Library will pay Contractor for materials and services as described in Exhibit A and Exhibit B and upon receipt of invoices when submitted. The Library will pay Contractor for services performed herein a total of **SPELL OUT NUMBER** dollars and **SPELL OUT NUMBER** cents (**\$X**) for **DATE** to **DATE**. Library reserves the right to withhold payment if the Library determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed **\$X**.

Payments are sent to:

**VENDOR NAME**  
**VENDOR ADDRESS**

Invoices are to be submitted to:

San Mateo County Libraries  
ATTN: Sandy Wee  
125 Lessingia Court  
San Mateo, CA 94402

ADDITIONAL PROVISIONS set forth on pages 2-3 and Exhibits A and B hereof constitutes a part of this Agreement.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above written.

**CONTRACTOR**

**SAN MATEO COUNTY LIBRARIES JPA**

\_\_\_\_\_  
Contractor Signature/ Date

\_\_\_\_\_  
Library Director Signature/ Date

\_\_\_\_\_  
Contractor Tax I.D. Number

\_\_\_\_\_  
Library JPA Governing Board Chair

\_\_\_\_\_  
Address

#### ADDITIONAL PROVISIONS

1. Contractor agrees that the work/services performed under this Agreement are performed as an independent Contractor and that its officers and employees do not become employees of the Library nor are they entitled to any of the rights, privileges, powers or advantages of Library employees.
2. Contractor shall indemnify and defend Library, its officers and employees from any and all claims, damages, and liability in any way occasioned by or arising out of the performance of this Agreement, including but not limited to those resulting from the concurrent negligence of Library, its officers or employees.
3. Contractor agrees and understands that the Library does not provide Workers' Compensation Insurance to, or on behalf of, the Contractor for the work/services to be performed and that the Library will not withhold Federal or State Income Taxes from monies due the Contractor for work/services performed, but that said taxes are the sole responsibility of Contractor. Contractor shall provide necessary Workers' Compensation Insurance at Contractor's own cost and expense.
4. The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than \$1,000,000. All contractors performing work/services with the County Library must have a minimum of \$1,000,000 general liability insurance, \$1,000,000 auto insurance, and statutory workers' compensation insurance, and the County Library must be named as an additional insured by insurer-issued written endorsement, a copy of which shall be provided to the Director of Library Services prior to initiation of work by contractor. Carrier's liability insurance at \$0.60 per pound, per item will also be provided.
5. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of Library, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
6. Library may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the Library, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the Library and shall be promptly delivered to the Library. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the Library determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.
7. Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.
8. No alteration or variation of terms of this agreement shall be valid unless made in writing and signed by both parties hereto.
9. No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, creed, color, sex, sexual orientation, age, disability or national origin. Contractor shall ensure full equal employment opportunity for all employees under this Agreement.
10. Contractor shall maintain all records related to this Agreement for no less than three (3) years after the Library makes final payment or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the Library, the State of California and/or Federal grantor agencies.
11. This Agreement, including Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Library Director. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between Library and Contractor. Further, liability referenced to in section 4 is limited to Contractor's negligence during the Contractor's performance under this contract.
12. This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement shall be venued in the County of San Mateo. Provided, however, any dispute between the parties regarding their respective rights and duties hereunder shall be resolved through binding arbitration pursuant to Code of Civil Procedure section 1280 et seq., with the non-prevailing party responsible for the arbitrator's fee but in all other respects with each party bearing its own costs and attorneys fees.





Exhibit A  
Scope of Work

VENDOR NAME/PROJECT

**[INSERT VENDOR TERMS/SCOPE HERE]**

## Exhibit B Payment Schedule

### VENDOR NAME/PROJECT

In consideration of the services provided by Contractor in Exhibit A, Library shall pay Contractor based on the following:

Term	Payment
<b>Date</b>	<b>\$X</b>
<b>Date</b>	<b>\$X</b>

In no event shall the total payment for services under this Agreement exceed **SPELL OUT NUMBER** dollars and **SPELL OUT NUMBER** cents (**\$X**). The Library shall pay the Contractor within thirty (30) working days following receipt and approval of the invoice. Additional services will be provided only upon prior approval from the Library.