



C o u n t y o f S a n L u i s O b i s p o

General Services Agency

Janette D. Pell, General Services Agency Director

Helen McCann, Department Administrator

REQUEST FOR PROPOSAL PS- #1048 COUNTY LIBRARY COURIER SERVICES

October 8, 2009

The County of San Luis Obispo is currently soliciting proposals for professional services for County Library Courier Services.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception, may be grounds for rejection. The County of San Luis Obispo reserves the right to reject all proposals and to waive any informalities.

If your firm is interested and qualified, please submit four (4) copies of your proposal by 3:00 p.m. on October 29, 2009 to:

County of San Luis Obispo
Debbie Belt, GSA - Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact John Culpepper at (805) 781-5776.

DEBBIE BELT
Buyer – GSA - Purchasing
dbelt@co.slo.ca.us

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TO: ALL PROSPECTIVE PROPOSERS
SUBJECT: LOCAL PROPOSERS PREFERENCE

The County of San Luis Obispo has established a local vendor preference. All informal and formal Request for Proposals for contracts will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor will be approved as such when, 1) It conducts business in an office with a physical location within the County of San Luis Obispo; 2) It holds a valid business license issued by the County or a city within the County; and 3) Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference.

County Buyers evaluate RFP's (Request For Proposals) considering the local vendor preference described above. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200. All prospective proposers are encouraged to quote the lowest prices at which you can furnish the items or services listed in County proposals.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

PROPOSAL SUBMITTAL AND SELECTION

1. All proposals, consisting of four (4) copies must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on October 29, 2009. Late proposals will not be considered.
2. All correspondence should be directed to:

San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: Debbie Belt
Telephone: (805) 781-5903
3. Costs of preparation of proposals will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an approved County procedure for awarding professional contracts.
6. This request does not constitute an offer of employment or to contract for services.
7. The County reserves the option to reject any or all proposals, wholly or in part, received by reason of this request.
8. The County reserves the option to retain all proposals, whether selected or rejected. Once submitted, the proposals and any supplemental documents become the property of the County.
9. All proposals shall remain firm for sixty, (60) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to a consideration of the professional service fee.
11. Selection will be made on the basis of the proposals as submitted. The Selection Committee may deem it necessary to interview applicants. The County retains the right to interview applicants as part of the selection process.
12. The proceedings of the Selection Committee are confidential. Members of the Selection Committee are not to be contacted by the proposers.

PROPOSAL FORMAT

A qualifying proposal must address all of the following points:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
 - a. Type of organization, size, professional registration and affiliations.
 - b. Names and qualifications of personnel to be assigned to this project.
 - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Scope of work.
 - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
 - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
 - a. Summary of approach to be taken.
 - b. Description of the organization and staffing to be used for the project.
 - c. Indication of information and participation the proposer will require from County staff.
 - d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
5. Fees and Insurance
 - a. Propose total fixed fees to complete project as described under Scope of Work.
 - b. The selected Consultant will be required to provide insurance coverage in the amount of \$1,000,000 General Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.

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- c. The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.

- d. Indemnification:

Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Inverse condemnation.
9. Violation of civil rights.
10. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

SPECIAL CONDITIONS

1. **TERM OF CONTRACT:** This contract shall be for a term of three (3) years, with an option to extend for two additional years, with all terms and conditions remaining the same. Renewal shall be by mutual consent, in writing.
2. **NON-EXCLUSIVE:** The County reserves the right to award more than one Purchase Order for same day In-County Courier Services.
3. **TERMINATION OF CONTRACT:** WITH CAUSE: The County may immediately cancel this contract for cause. Due cause for termination shall include, but not be limited to failure to deliver according to schedule, failure to respond to technical questions in a satisfactory manner, and/or other reasons of unsatisfactory service.
WITHOUT CAUSE: Both the County and the contractor may, upon giving thirty (30) days written notice, terminate this contract with or without cause.
4. **INDEPENDENT CONTRACTOR:** Selected contractor shall be considered an independent contractor and not an agent of or an employee of the County of San Luis Obispo. The contractor does not qualify for tax withholding, worker's compensation as a County employee, or other fringe benefits of any kind.
5. **CONFLICT OF INTEREST:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to contractor's employees, agents, relatives, subcontractors, and third parties associated with accomplishing the work hereunder. Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the County.
6. **PRICES:** Prices are to be firm for the first year and may be changed on a yearly basis, subject to approval of the Department and the Buyer.

National Average Consumer Price Index (CPI-U-LA) increases as published by the United States Department of Labor. Any request for a price increase must be substantiated with documentation from the vendor, a manufacturer, supplier, or governmental agency and must be submitted in writing at least (30) days prior to the effective date of the increase. Increases of greater than 3% from prior year prices will not normally be allowed.

Scope of Work

1. Introduction

The San Luis Obispo County Library is soliciting proposals to provide delivery service for library materials to its member libraries. The member Libraries for the purpose of this request are as follows: Arroyo Grande, Atascadero, Cambria, Los Osos, Morro Bay and Santa Margarita.

2. Scope of Service

The vendor will provide courier services from the San Luis Obispo main library branch to the above mentioned member libraries. The identical route runs Monday, Tuesday, Thursday and Friday with an extended version on Wednesday. Items are handled in open-top canvas tote bags carrying approximately 25 to 30 items with a weight up to 45 pounds. The Library estimates 700 bags per week. The destination for each bag is coded with a bookmark placed in or on the material. At each stop bags are dropped off and picked up for delivery along the route.

3. Delivery route

The delivery route is as follows, arriving at the San Luis Obispo Library at 7:45 AM to load bags.

Leave SLO

	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
8:00 AM	Nipomo AG	Nipomo AG	Nipomo AG	Nipomo AG	Nipomo AG
Back to SLO					
10:00 AM	Atas	Atas	Atas Santa Margarita	Atas	Atas
Back to SLO					
1:00 PM	Los Osos Morro Bay Cambria				

Note: AG is Arroyo Grande
 Atas is Atascadero
 SLO is San Luis Obispo

4. Library branch addresses

The branch Library addresses are as follows:

- Arroyo Grande, 800 W. Branch
- Atascadero, 6850 Morro Rd.
- Cambria, 900 Main St.

- Los Osos, 2075 Palisades
- Morro Bay, 625 Harbor
- Nipomo, 918 West Tefft
- San Luis Obispo, 995 Palm St.
- Santa Margarita, 9630 Murphy Ave.

5. Non Smoking

Drivers should be non-smokers as books absorb smoke.

6. Delivery route changes

Route schedule changes are at the Library's discretion and will be provided to the vendor in writing one week in advance. (See Appendix A – List of County Holidays)

7. Performance review

The vendor agrees to meet with the Library administrators as needed to review performance.

8. Payment and Invoicing Requirements

The vendor must be available to address accounting inquiries during regular business hours, 8:00 am to 5:00 pm, Monday through Friday, excluding holidays.

The vendor must issue an invoice once a month for services provided, in a paper or electronic format.

Appendix A
List of County Holidays

1. January 1 (New Years Day);
2. The third Monday in January (Martin Luther King Day) (added July, 1984);
3. February 12 (Lincoln's Birthday);
4. The third Monday in February (Washington's Birthday);
5. The last Monday in May (Memorial Day);
6. July 4 (Independence Day);
7. First Monday in September (Labor Day);
8. The second Monday in October (Columbus Day);
9. November 11 (Veterans Day);
10. That day in November designated as Thanksgiving Day;
11. The Friday in November immediately following the day designated as Thanksgiving Day;
12. December 25 (Christmas Day);
13. All other days as may be proclaimed by the County's Board of Supervisors. (Modified July, 1984)