Request for Proposals
Library Collections Procurement, London Public Library
Reference No.: RFP#2018-02

London Public Library Board
251 Dundas Street
London, Ontario, N6A 6H9
www.londonpubliclibrary.ca

Issued: Wednesday, July 25, 2018

Closing Date: Wednesday, August 15, 2018, 12:00 p.m.

Anyone requesting this document and wishing to submit a response should ensure that he/she has registered with the Library in order to be added to the RFP Vendor mailing list and be sent any addenda that may be issued with respect to this document to: rfp201802@lpl.ca

Proposal submissions must be received by the CEO & Chief Librarian in a sealed envelope or package clearly marked with the Name and Address of the Proponent, identified as RFP#2018-02 Request for Proposal, Library Collections Procurement, London Public Library. Completed proposal submissions shall be Mailed or Hand Delivered (in Person or by Courier) to:

Susanna Hubbard Krimmer
CEO & Chief Librarian, London Public Library
3rd Floor Administration Office
251 Dundas Street
London, Ontario N6A 6H9

Proponents are solely responsible for ensuring proposal submissions are received by the CEO & Chief Librarian prior to the Closing Date and Time. Failure to submit the proposal submission as requested will result in the proposal submission being rejected.

Request for Proposal documents are available on the Library website or pick-up at Central Library, 3rd Floor Administration Office, 251 Dundas Street, London. Only proposal submissions received from Proponents who have obtained the documents directly from the Library website or Central Library, 3rd Floor Administration Office will be considered for this Request for Proposal. Proponents who have not obtained their Request for Proposal documents through either of these two acceptable methods shall have their proposal submission rejected.
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1. PROJECT PROFILE

1.1 Purpose and Background

Purpose

London Public Library (the Library) is seeking proposals from qualified Canadian vendors for the supply and delivery of Library materials for its Central Library and fifteen (15) branches, for a term not to exceed three (3) years from the date of the Contract. The Library reserves the right to negotiate a yearly extension to the three (3) year Contract for up to two (2) additional years as required.

The estimated value of annual purchases is $1.2 million. This budget is an estimate only and subject to changes according to Library budget planning. The estimate includes standing and blanket orders which may or may not be awarded to a single vendor. Serials, licenses, information databases, and collections costs are exempted from this RFP.

Background

London Public Library comprises a Central Library and fifteen (15) branches serving a community of 380,000 with public library collections and services. The Central Library at 251 Dundas Street, London, is a four-floor facility with a receiving dock located on the lower level.

The Library currently uses the Innovative Interfaces, Inc. Sierra system with the capability of EDIFACT format ordering and invoicing. The Library also makes use the MARC 9xx fields to download brief catalogue records for materials on order.

All library materials are shipped to the Central Library, where they are catalogued, processed and redistributed to public service locations.
1.2 Budget

The estimated annual library materials budget of $1.2M covered in this Request for Proposal (RFP) is generally distributed as follows:

<table>
<thead>
<tr>
<th>Format</th>
<th>Percentage of Budget</th>
<th>Estimated Spend (CDN $)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Books</td>
<td>40%</td>
<td>$400,000 - $500,000</td>
</tr>
<tr>
<td>Juvenile and Teen Books</td>
<td>25%</td>
<td>$250,000 - $350,000</td>
</tr>
<tr>
<td>Audiobooks on CD (Adult and Juvenile)</td>
<td>7%</td>
<td>$70,000 - $100,000</td>
</tr>
<tr>
<td>Music CDs (Adult and Juvenile)</td>
<td>3%</td>
<td>$20,000 - $40,000</td>
</tr>
<tr>
<td>DVDs (Adult and Juvenile)</td>
<td>16%</td>
<td>$150,000 - $250,000</td>
</tr>
<tr>
<td>French Books (Adult and Juvenile)</td>
<td>1.5%</td>
<td>$15,000 - $35,000</td>
</tr>
<tr>
<td>Large Print Books (Adult and Juvenile)</td>
<td>4%</td>
<td>$30,000 - $60,000</td>
</tr>
<tr>
<td>Multilingual Books (Adult and Juvenile)</td>
<td>3.5%</td>
<td>$30,000 - $60,000</td>
</tr>
</tbody>
</table>

- Budgets are estimates only and subject to annual changes according to Library budget planning. Balance between formats may change from year to year.

1.3 Scope of Work

1.3.1 To receive London Public Library materials orders.
   - Vendors with the capacity to receive orders in EDIFACT format will be given preference.

1.3.2 To provide full (or brief if full is unavailable) MARC 21 records complete with 960 and 961 MARC fields coded with specific order information such as Vendor,
Location, Fund, Copy and Copy specific instruction (free text note). A full list of requirements is available upon request.

- **Vendors with a proven ability to provide these records will be given preference.**

1.3.3 To provide catalogue records which adhere to current RDA standards and guidelines.

1.3.4 To supply and ship ordered materials to London Public Library’s Facilities Services Shipping and Receiving Dock.

1.3.5 To invoice materials according to Library specifications.

- **Vendors with the capacity to provide invoicing in EDIFACT format will be given preference.**

1.3.6 To provide regular, standardized outstanding order and cancellation reports, to include London Public Library specified information (e.g., London Public Library purchase order number).

1.3.7 To provide regular selection lists of popular adult and juvenile materials.

- **Vendors offering selection and selection lists accessed through the vendor Website, and offering the capability of MARC bib and customized order information download/output will be given preference.**

1.3.8 To provide updated discount schedules as required.

1.3.9 To provide written procedures for the return of defective or unwanted materials.

1.3.10 To provide selected value added services (details required).

1.3.11 Serials, licenses, information databases, and collections costs are exempted from this RFP.

### 1.4 Pricing and Discounts

1.4.1 All prices, discounts and discount schedules shall be quoted in Canadian dollars.

1.4.2 Pricing shall include applicable customs duty and excise tax.

1.4.3 Freight and insurance charges shall be shown as extra.
1.4.4 Applicable taxes (HST) shall be shown as extra.

1.4.5 All proposed discounts are expected to remain firm for the duration of the Contract.

1.4.6 The Vendor shall arrange its international shipping procedures so that its agent or representative in Canada is the importer of record for customs purposes.

1.4.7 Except as provided elsewhere in this RFP, the proposed prices shall not be subject to adjustment for any cost of the work to the Respondent.

1.5 Management Reports

1.5.1 Vendors shall provide periodic management reports, as follows:

a. Monthly or periodic cancellation reports;

b. Monthly or periodic outstanding order reports;

c. Yearly summary reports describing material types, quantities, costs, fill rate and supply times.

1.5.2 Please describe other management reports available on a request basis.

1.6 Return Policy

1.6.1 Please fully describe return policy, clearly identifying conditions under which items are, or are not, returnable.

1.6.2 Materials received in delivery that are damaged will be returned for full credit or replacement as requested by the Library.

1.7 Deliveries

1.7.1 All shipments must be delivered to Shipping & Receiving, London Public Library unless otherwise advised. Entrance to the Shipping and Receiving Dock is west off Wellington Street, between Dundas and King Streets. Overhead clearance is 14 feet. Shipments must be delivered in a truck capable of unloading at the Library’s loading dock.

1.7.2 Receiving hours: Monday-Friday, 8:30 a.m. to noon and 1 to 4 p.m.

1.7.3 Shipments must have distinct labelling to identify the vendor and destination.
1.7.4 London Public Library will specify periods of closure, i.e., periods when no access to the Library is available, thirty (30) days in advance of said closure.

1.7.5 Please describe shipping terms and carrier(s) of choice.

1.7.6 All shipments must be accompanied by a list of contents in duplicate. Titles on the packing slip shall match the title as it appears on the item. Items in cartons shall be packed in the same order as listed on the packing slip.

1.7.7 All shipments shall be FOB London Public Library, freight prepaid and included.

1.8 Changes in Work

1.8.1 The Library may, without invalidating the Contract, direct the vendor to make changes to the work. When a change causes an increase or decrease in the work, the contract price shall be increased or decreased by the application of unit prices to the quantum of such increase or decrease, or, in the absence of applicable unit prices, by an amount to be agreed upon between the Library and the Vendor. All such changes shall be in writing.

1.9 Subcontracting and Re-assignment

1.9.1 The Vendor shall not assign or subcontract any of its obligations under the Contract without prior written consent of the Library. Every subcontractor will be required to conform to the conditions of the Contract.

1.10 Suppliers

1.10.1 The Vendor shall maintain a full range of suppliers of materials in relation to the work satisfactory to the Library, throughout the term of the Contract.

1.11 Invoicing

1.11.1 Invoices must be submitted in duplicate and original invoices must be included with the shipment.

1.11.2 Invoices shall include the Purchase Order number, quantity, title, ISBN, list price, discount, discounted and extended discounted price with separate lines for shipping and other charges and applicable taxes (HST).

1.11.3 Titles on the invoice must match title on the item.
1.12 **Terms of Payment**

1.12.1 Unless alternate payment terms are specified, the Library will accept billing for one hundred percent (100%) of the value of the materials received by the Library at the time of delivery.

1.12.2 Invoices will be payable by the Library within sixty (60) days after they are received.

1.13 **Default by Vendor**

1.13.1 If the Vendor commits any act of bankruptcy, or if a receiver is appointed on account of its insolvency or in respect of any of its property, or if the vendor makes assignment for the benefit of its creditors, then in any such case the Library may, without notice, terminate the Contract.

1.13.2 If the Vendor fails to comply with any written request, instruction or order of the Library, or fails to pay its account, or fails to comply with or persistently disregards statutes, regulations, by-laws or directives of relevant authorities related to the work, or fails to prosecute the work with skill and diligence, or assigns or sublets the Contract or a portion thereof without the Library’s written consent, or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the Library may, upon expiration of ten (10) days from the date of written notice to the Vendor, terminate the Contract.

1.13.3 Any termination of the Contract by the Library, as aforesaid, shall be without prejudice to any other rights or remedies the Library may have.

1.13 **Unpaid Accounts**

1.13.1 The Vendor shall indemnify the Library from all claims arising out of unpaid accounts relating to the work. The Library shall have the right at any time to require satisfactory evidence that the work in respect of which any payment has been made or is to be made by the Library is free and clear of mechanics or other liens, attachments, claims and demands, charges or other encumbrances.

1.14 **Intellectual Property**

1.14.1 The Vendor will ensure that all work provided under the Contract is in compliance with Canadian Copyright legislation, including both the Act and corresponding
and future Regulations. The Vendor shall, at its expense, defend all claims, actions or proceedings against the Library based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right, and shall pay to the Library all costs, damages, charges and expenses, including its lawyer’s fees, on a solicitor and his own client basis occasioned to the Library by reason thereof.

1.14.2 The Library will accept that the Vendor may substitute a Canadian edition where the purchase order is issued for an edition from another country, unless “no substitution” is specified.

1.14.3 If specific proprietary rights are requested as part of the purchase order issued by the Library, (for example, for public performance rights) it is the responsibility of the Vendor to ensure that the rights acquired are those requested. The Vendor must communicate this information on the invoice which the Library will keep on file.

1.14.4 The Vendor shall pay all royalties and licence fees required for the work. If the work, or any part thereof, is in any action or proceeding held to constitute an infringement, the vendor shall forthwith either secure for the Library the right to continue using the work or shall, at the vendor’s expense, replace the infringing items with non-infringing work, modify them so that the work no longer infringes, or provide full credit in the event that the work must be removed from the Library’s collection due to such infringement.

1.15 Vendor Obligations

1.15.1 The Vendor shall take all necessary precautions to ensure the continuous safety of delivery personnel, Library employees and the general public on London Public Library’s property.

1.15.2 In no event shall the Vendor pay wages less than the hourly wage required by Law or in any other manner permit working conditions or other terms of employment below the standards required by Law. Non-union labour is acceptable.

1.15.3 The Vendor shall comply with and keep in good standing under the provisions of the Workplace Safety and Insurance Act, it being understood that the Library shall have the right to cancel this Contract at any time without notice should the Vendor not be in good standing as required above. The Library shall be entitled to hold all moneys payable to the Vendor until all assessments and compensation due from the Vendor are fully paid and satisfied. The Vendor shall, on demand, produce evidence sufficient to satisfy the Library that the provisions of the Act are being met.
1.16 Publicity

1.16.1 The Vendor agrees to submit to the Library all press releases, advertising, sales promotions, and other publicity matters related to any product furnished by the vendor to the Library wherein the Library’s name is mentioned. The Vendor shall not publish nor knowingly permit to be published any such material without the prior written consent of the Library.

1.17 Indemnification

1.17.1 The Vendor shall indemnify and hold the Library harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by the Vendor, its agents, officers, employees or other persons for whom the Vendor is legally responsible.

1.17.2 The Vendor shall be fully liable for loss, damage or injury (including death) to persons or property including property of the Library in the possession of the Vendor, which may arise from the Vendor’s operation under the Contract. The Vendor shall maintain and pay for a policy or policies of Insurance which shall have the limits specified above.

1.17.3 The Vendor shall comply with all regulations made under the Occupational Health and Safety Act. The Vendor shall ensure that its workers, including those of its subcontractors, are equipped with all safeguards and personal protective equipment necessary for the performance of the work.

1.17.4 The Vendor is to supply sufficient manpower to load and unload the items expeditiously. The work to be done under the terms of this Contract requires the supply of all necessary labour, material, equipment and supervision to deliver the equipment.

1.17.5 The Vendor shall also make good any defect discovered or caused in goods supplied by him for the length of the stated guarantee provided by the Vendor after the goods have been paid for by the Library.

1.18 Protection/Damages

1.18.1 The products shall be protected during procurement and delivery to the specified location. Authorized Library employees will inspect and sign off for products upon receipt.

1.18.2 If in this inspection any damage is noted from any cause, the same shall be made good by the Vendor to the full satisfaction of London Public Library. The Library shall not be responsible for anything damaged, destroyed, injured, stolen or lost.
1.18.3 The Vendor is responsible for ensuring proper environmental conditions are met for the delivery, including covered trucks, and protection so that no damage from wet weather, heat, sunlight, or any other condition is caused to the material and items. The Vendor will abide by delivery requirements for each delivery location.

1.18.4 The Vendor will be responsible for any damage to property and materials occurring during loading, unloading, or transportation of materials under this Contract, with the cost of repair or replacement being deduced from the final payment to the Vendor. This includes but is not limited to, all items being moved pursuant to the provisions of the Contract, as well as building interior and exterior elements, such as walls, floor finishes, shelves, furniture, doors, windows, walks, steps, curbs, streets, parking lots, and landscaped areas.

1.18.5 Smoking will not be allowed on any library site.

1.19 Contract

1.19.1 The Contract documents shall consist of:
   a. The Response Form (Section 2);
   b. This Request for Proposal;
   c. The Vendor proposal.

1.19.2 Amendments to the Contract, in the form of change notices, shall take precedence over the documents or portions thereof amended thereby. Change notices, appendices and addenda to any contract document shall be considered part of such documents.

1.19.3 The Contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

1.20 Vendor Performance

1.20.1 The Vendor is deemed to be performing satisfactorily when work is performed in accordance with the specifications included herein, AND when:

1.20.2 Materials are received in a timely manner.

1.20.3 Demand is anticipated; i.e., the Vendor demonstrates awareness of bestsellers, hot titles, sleepers, media-tie ins, award nominees/winners.

1.20.4 Vendor customer service representatives are proactive in ensuring the Library’s needs are anticipated and met.
1.20.5 Relevant management reports are provided in a timely and reliable manner as requested by the Library.

1.20.6 The Vendor agrees to make good on any deficiencies in accordance with the agreed-upon policies and procedures regarding returns.

1.20.7 Overall responsiveness to London Public Library’s requests and feedback is demonstrated.

1.21 Remedies in the Event of Non-Performance

1.21.1 If a Vendor fails to comply with the specifications and requirements as detailed in this RFP and the vendor’s proposal as accepted by London Public Library, the Library will issue a written request to the vendor to remedy all the deficiencies listed therein within a specified time period. If the Vendor fails to make good as specified, the Library may, at its sole and absolute discretion, terminate the agreement.

1.21.2 Should London Public Library choose to terminate the agreement, a cancellation notice shall be issued thirty (30) business days prior to the effective date.

1.21.3 London Public Library will endeavour to work with the vendor to rectify minor deficiencies, and to refine and enhance the Contract requirements. The Library may, at its discretion and without invalidating the Contract, revise the Contract Requirements and in doing so shall provide written notification to the Vendor.

1.21.4 Nothing herein shall oblige London Public Library to afford to the Vendor an opportunity to correct failures to meet specifications on the second or any subsequent occasions. However, the Library may choose to do so.

1.22 Timelines

1.22.1 Vendors are expected to deliver all materials in a timely manner. Please describe your standard lead times.

1.22.2 The Library will be advised of any long lead time items, or excessive delays in obtaining materials. The Library reserves the right to cancel orders requiring excessive lead times; such determination to be the Library’s sole and exclusive right to define.
1.23 Suppliers

1.23.1 The Vendor shall maintain a full range of suppliers of materials in relation to the work satisfactory to the Library, throughout the term of the Contract.
2. RESPONSE FORM

Respondents that do not provide the requested information will be disqualified. A complete response will include the following:

2.1 Bid Authorization

2.1.1 Complete Bid Authorization Form in Appendix A.

2.2 Form of Proposal

2.2.1 Complete Form of Proposal in Appendix B.

2.3 Company Profile

2.3.1 Provide information on the following:

- Vendor name and company history.
- Identification of personnel who will be directly involved with the supplying of the services, including the main contact person or persons. Indicate any persons directly responsible for order management, including reports and cancellations, order claims, and response times to queries.
- Include any sample invoices and reports associated with collections ordering for the identified areas.
- Provide references from three (3) public libraries of comparable size and scope, including contact information for each referee.

2.4 Itemized Unit Pricing Summary

2.4.1 Provide a chart of pricing and discount structure, including minimum and maximum discounts for the following formats (if applicable):

<table>
<thead>
<tr>
<th>Material Type</th>
<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Adult hardcover fiction</td>
<td></td>
</tr>
<tr>
<td>b. Adult hardcover nonfiction</td>
<td></td>
</tr>
<tr>
<td>c. Adult paperback fiction</td>
<td></td>
</tr>
</tbody>
</table>
d. Adult paperback nonfiction

e. Juvenile hardcover fiction

f. Juvenile hardcover picture books

g. Juvenile Easy Reads

h. Juvenile hardcover nonfiction

i. Juvenile paperback

j. Juvenile paperback series titles

k. Adult and Juvenile Large Print

l. Adult and Juvenile books in French

m. Adult and Juvenile Music CDs

n. Adult and Juvenile DVDs

o. Adult and Juvenile Audiobooks on CD

p. Adult and Juvenile Multilingual books (non-English, non-French)

q. Catalogue records for Multilingual materials

2.4.2 The undersigned acknowledges that the submitted itemized unit prices will remain firm for a minimum of one (1) year from the time of acceptance.

2.5 Sample Selection Lists

2.5.1 Provide representative examples of selection lists prepared by your company and briefly describe how and by whom these selection lists are compiled.

2.6 Electronic ordering, invoicing and transmission

2.6.1 Describe your electronic transmission capabilities, including EDIFACT capabilities which are in use by a public library of comparable size and scope, as well as the method to which you offer electronic invoicing.

2.7 Electronic title selection

2.7.1 Describe any online selection tools, and capabilities for online ordering you offer. A representative may follow up to request a trial access to sites and tools which are included. Provide contact information for any of these features.
2.8 Catalogue records

2.8.1 Describe the means in which you offer brief or full MARC21 catalogue records, including those at the point of order, which contain 960 and 961 entries. A full list of specifications on these requirements is provided in Schedule 1.

2.8.2 Include three examples of brief records available for download, and three full catalogue records, in RDA format.

2.8.3 Include three examples of Multilingual catalogue records, using vendor’s choice of three different languages (non-English, non-French).

2.8.4 London Public Library is not seeking full cataloguing services for English language materials outlined in this RFP. The Library does request brief on order records which are compliant to London Public Library specifications.

2.9 Shipping

2.9.1 Provide a brief description of shipping terms, including carriers of choice, shipping charges inclusion/exclusion.

2.10 Additional Services

2.10.1 Provide details of additional services which may be available, with relevant costs. In particular describe:

(a) A list of publishers and agents represented by your company;
(b) Value-added services, such as leasing plans, selection services;
(c) Annual, standing order and automatic release plans;
(d) Any materials excluded from your service (not available through main publishing trade).
3. SUBMISSION REQUIREMENTS

3.1 General

3.1.1 Submission of a proposal indicates acceptance by the Respondent of all of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the formal contract between the Library and the Respondent. Submissions are subject to a formal contract being negotiated, prepared and executed. London Public Library reserves the right to negotiate the terms and conditions of the Contract.

3.1.2 Proposals shall be prepared in accordance with the requirements in Section 2 supplied herein. Submissions not completed in the prescribed manner will be considered invalid.

3.1.3 Care should be exercised in reading and completing all documents, as failure to comply with the instructions, terms, conditions and specifications may disqualify submissions.

3.1.4 Submissions that are illegible, incomplete, conditional, obscure or contain irregularities of any kind may be rejected.

3.2 Closing Time and Dates

3.2.1 Respondents are required to submit five (5) signed copies of this proposal including one (1) electronic (CD or USB) copy, addressed to: RFP 2018-02 Request for Proposal, Library Collections Procurement, London Public Library.

3.2.2 Proposals must be delivered to:

Susanna Hubbard Krimmer
CEO & Chief Librarian, London Public Library
3rd Floor Administration Office
251 Dundas Street
London, ON N6A 6H9

3.2.3 Closing time will be governed by the wall clock in the Executive Offices of the London Public Library.

3.2.4 Deadline for submission is Wednesday, August 15, 2018 at 12:00 p.m.
3.3 **Late Submissions**

3.3.1 Respondents are responsible for the delivery of their proposal. Proposals received later than the specified time will be returned to the Respondent unopened.

3.4 **Questions/Inquiries**

3.4.1 Any inquiries associated with this project by the Respondent considering a submission should be submitted by e-mail to: rfp201802@lpl.ca. Please allow 24 hours for response.

3.4.2 Inquiries must not be directed to Library or City employees or elected officials, or members of the Library Board.

   - **Directing inquiries to other than the person indicated above may result in your submission being rejected.**

3.4.3 All clarification requests are to be sent in writing to the email mentioned above. No clarification requests will be accepted by telephone. Responses to clarification requests will be provided to all interested parties.

3.4.4 Any and all changes to the RFP required before the closing will be issued by the Library, in the form of a written Addendum. If Addenda are issued, their receipt must be acknowledged by the Respondents in the appropriate section of the Form of Proposal. The Library will assume no responsibility for oral instructions or suggestions. Please fax or e-mail confirmation of addenda.

   - **Failure to acknowledge addenda will result in the proposal being rejected.**

3.4.5 No inquiries or questions will be accepted after **Wednesday, August 15, 2018 at 12:00 p.m.**

3.5 **Period of Acceptance**

3.5.1 The terms and conditions of the proposal submission are irrevocable and shall remain firm and open for acceptance by the Library for a period of ninety (90) days after the closing of the RFP.

3.5.2 Acceptance will be subject to the successful negotiation and execution of a written contract meeting the expenditure limits and required terms and conditions as set out by the Library. The acceptance or rejection of any proposal will be made pursuant to policies of London Public Library.
3.5.3 All unsuccessful Respondents will be notified that their proposal has not been accepted.

3.6 Rights Reserved

3.6.1 The Library is not liable for any costs incurred by interested parties in the preparation of their response to this request or interviews. Furthermore, London Public Library shall not be responsible for any liabilities, cost, loss or damage incurred, sustained or suffered by any interested party, prior or subsequent to, or by reason of the acceptance or non-acceptance by the Library of any response, or by reason of any delay in the acceptance of the response.

3.6.2 The lowest submission will not necessarily be accepted, and London Public Library reserves the right to accept or reject any or all responses and/or to reissue the RFP in its original or revised form.

3.6.3 The Library reserves the right to request Respondents to:

a. Provide additional information;
b. Address specific requirements not accurately covered in their initial submissions;
c. Provide access to online ordering in order to demonstrate the use of a product.

3.6.4 The Library reserves the right to modify any and all requirements stated in the RFP at any time prior to the possible awarding of a contract.

3.6.5 In the event of any disagreement between the Library and Respondent regarding the interpretation of the provisions of the RFP, the Chief Executive Officer or an individual acting in that capacity, shall make the final determination as to interpretation.

3.6.6 All information provided by a Respondent in response to this RFP must contain sufficient detail to support the services being proposed. Incomplete submissions may not be considered.
3.7 Treatment of Information

3.7.1 The information submitted in response to this RFP will be treated in accordance with the relevant provisions of the Municipal Freedom of Information and Protection of Privacy Act. The information collected will be used solely for the purposes stated in this RFP. The Respondent does, by the submission of a response, accept that the information contained in it will be treated in accordance with the process set out in the section of this RFP.

3.7.2 All proposal documents are the property of the London Public Library Board. Extracts of proposals may be used as part of a recommendation. This information will be part of a public document. Respondents should indicate which parts of their proposal, if any, are exempt from disclosure under the Municipal Freedom of Information and Protection of Privacy Act, Province of Ontario.

3.8 Compliance with Accessibility for Ontarians with Disabilities Act

3.8.1 The successful Proponent shall ensure that all its employees, agents, or others for whom the successful proponent is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429 made under the Accessibility for Ontarians with Disabilities Act, 2005.

Procurement of goods and services will comply with Section 5 of Ontario Regulation 191/11, The Integrated Accessibility Standards, made under the Accessibility for Ontarians with Disabilities Act, 2005.

3.9 Pricing

3.9.1 Costs will not be disclosed at time of opening. The Report to the London Public Library Board recommending an award shall be a matter of public record.

3.10 Requirements at Time of Execution

3.10.1 Subject to award of the Contract by London Public Library, the successful Respondent is required to submit Insurance documentation in a form satisfactory to the Library for execution within seven working days after being notified to do so in writing.
3.11 Insurance

3.11.1 The Respondent shall at their own expense obtain and maintain until the termination of the Contract, and provide evidence of:

Comprehensive General Liability Insurance on an occurrence basis for an amount not less than two million ($2,000,000) dollars and shall include the Library as an additional insured with respect to the Vendor(s) operations, acts and omissions relating to its obligations under this agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owner(s) and contractor(s) protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

3.11.2 The Respondent shall show and provide proof of WSIB certificate, or equivalent if operating outside of Ontario, prior to starting work.

3.11.3 The Respondent shall show evidence of Automobile Liability Insurance for an amount not less than Two Million ($2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this agreement.

3.11.4 The Respondent shall indemnify and hold London Public Library harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by the Vendor, its/agents, officers, employees or other person for whom the Vendor is legally responsible.

3.11.5 The Respondent shall pay for and maintain, for the duration of the delivery, insurance against public liability and damage to property embodying a limit of not less than Two Million Dollars ($2,000,000.00) per occurrence in each case, and Cargo Liability Insurance limited to not less than the value of the cargo being delivered.

3.11.6 The Respondent shall be fully liable for loss, damage or injury (including death) to persons or property including property of London Public Library in the possession of the Respondent, which may arise from the Respondent’s operation under the Contract. The Respondent shall maintain and pay for a policy or policies of Insurance which shall have the limits specified above.

3.11.7 The Respondent shall be responsible for fire insurance, for the full value of the Contract, on their own offices and warehouses during the storage periods.

3.11.8 The Respondent shall ensure that any couriers or delivery agencies, handling materials identified in this RFP, shall meet London Public Library requirements when delivering or when working on library property.
4. RFP EVALUATION PROCESS AND CRITERIA

4.1 Evaluation Team

4.1.1 Proposals will be evaluated by an identified RFP Evaluation Committee. The Committee will recommend a Respondent to the Library Board. The Board will make the final approval.

4.1.2 By responding to this RFP, the Respondent agrees to accept the recommendation of the Committee as to the successful Respondent, and acknowledge and agrees that the London Public Library Board makes the final decision.

4.2 General Evaluation Criteria

4.2.1 The evaluation criteria include the following:
   a. Ability to meet the scope of the work, and all specifications of this RFP document;
   b. Previous experience in related work with libraries of comparable size and scope;
   c. Pricing and other costs;
   d. References.

4.3 Proposal Clarification and Interviews

4.3.1 Written clarification to the proposals may be requested by members of the RFP Evaluation Committee.

4.3.2 Discussions and interviews may form an integral part of the evaluation process, and shall be conducted at the discretion of the evaluation team.

4.4 Award of Contract

4.4.1 The Library reserves the right to award contracts to one or more Respondents, to accept or reject any or all proposals in whole or in part, and to waive irregularities and omissions, if in doing so the best interest of London Public Library is served.

4.4.2 The successful Respondent(s) will be required to enter into a contractual agreement with the London Public Library Board.
4.4.3 After the award of contract, all Respondents will be advised in writing of the results of the Request for Proposal.
SCHEDULE A: ACQUISITIONS SELECTION AND MARC RECORD OUTPUT

Description of Desired Workflow

1. The vendor supplies access to profiled selection lists on their website.

2. Multiple Library employees (Selectors) access searchable and sortable selection lists on the Vendor website, each using their own individual account/login.

3. Selectors select from the lists and add locally required information to each title which would be added to the MARC bibliographic record as 960 and 961 fields with sub-fields, such as,
   - location (branch code—we also have location “groups”, such as SUMA which represents numerous location codes and which we prefer the option to edit)
   - fund
   - vendor code (could be automatically supplied upon download)
   - number of copies per location and per fund
   - volume info
   - list price
   - note, and
   - other possible info which is standard to an order.

4. When the list ordering deadline is reached, selected titles are downloaded either via FTP or PC and loaded into the Library’s Sierra ILS as bibliographic and order records (the order record is created from the 960,961 information in the bib).

5. A PO# is assigned upon order record creation and the order record is immediately returned via EDIFACT (FTP) to the vendor and acted upon.
   a. The Library prefers to receive EDIFACT invoices and load them directly into Sierra.

Requirements for Web Selection Lists

- Each Selector must have own account/login and profile with access to all London Public Library lists if required
- Lists must be profiled to accommodate the Library’s requirements
- Each List must be searchable and sortable by: Dewey Classification, subject, series, author, and title.
- Selectors must be able to select a title and easily add local order information such as location, fund, copies, volumes, etc. which will then map to specified 9xx fields in the bibliographic record and be compiled in a file to be downloaded.
• Selectors must all be able to view the file to be downloaded and edit it if necessary

Lists, including the download file, should be dated and stored for a specific length of time according to LPL specifications

Details of the 960 and 961 bibliographic MARC field:

BIBLIOGRAPHIC RECORD MARC FIELDS: 960 and 961 “ORDER” FIELDS
(Updated 2010-06-01)

ORDER INFORMATION

London Public Library currently uses the MARC 960 and 961 fields to map order information.

The bolded fields listed below are required, and essential default values are supplied where applicable:

<table>
<thead>
<tr>
<th>Type of Info</th>
<th>Name of Field</th>
<th>MARC Tag</th>
<th>DEFAULT CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ORDER</td>
<td>&lt;FORM&gt;</td>
<td>960</td>
<td>g (can it map from “format”?)</td>
</tr>
<tr>
<td>ORDER</td>
<td>&lt;STATUS&gt;</td>
<td>960</td>
<td>m 1 (one)</td>
</tr>
<tr>
<td>ORDER</td>
<td>&lt;TLOOC&gt;</td>
<td>960</td>
<td>n -</td>
</tr>
<tr>
<td>ORDER</td>
<td>&lt;ODATE&gt;</td>
<td>960</td>
<td>q - -</td>
</tr>
<tr>
<td>ORDER</td>
<td>&lt;E PRICE&gt;</td>
<td>960</td>
<td>s (maps from “list price”)</td>
</tr>
<tr>
<td>ORDER</td>
<td>&lt;LOCATION&gt;</td>
<td>960</td>
<td>t per copy-PROMPTS in Cart</td>
</tr>
<tr>
<td>ORDER</td>
<td>&lt;COPIES&gt;</td>
<td>960</td>
<td>o PROMPTS in Cart</td>
</tr>
<tr>
<td>ORDER</td>
<td>&lt;FUND&gt;</td>
<td>960</td>
<td>u per copy-PROMPTS in Cart</td>
</tr>
<tr>
<td>ORDER</td>
<td>&lt;VENDOR&gt;</td>
<td>960</td>
<td>v (vendorcode LPL will supply)</td>
</tr>
<tr>
<td>ORDER</td>
<td>&lt;LANG&gt;</td>
<td>960</td>
<td>w match to bib 008 Language</td>
</tr>
<tr>
<td>ORDER</td>
<td>&lt;COUNTRY&gt;</td>
<td>960</td>
<td>x match to bib 008 Country</td>
</tr>
<tr>
<td>ORDER</td>
<td>NOTE(n)</td>
<td>961</td>
<td>c per copy Free text in Cart</td>
</tr>
<tr>
<td>ORDER</td>
<td>SELECTOR(s)</td>
<td>961</td>
<td>f match to Selection List# (if applicable)</td>
</tr>
</tbody>
</table>

Multiple codes fields:

London Public Library has 16 locations and multiple fund codes. The Library requires the ability to key multiple locations, copies and funds which would map into the 960/961 field as follows (NOTE that the codes below do NOT reflect London Public Library codes):
(Please note also that the Library prefers a drop down menu of all location and fund codes with the ability to have an “administrative” login in order to edit the tables.)

960 |o20|east/4,west/3,south/2,north|uwgen/4,spapr/2,ejuv/1,nkids/6,wadlt
translates to:

Field Marc tag (960)
**First subfield:** |o indicating number of copies
**Second subfield:** |t indicating locations/ #copies per location, which should all total 20
(systems assumes last entry takes remaining copies)
**Third subfield:** |u indicates funds with # copies per fund

Locations must be in alphabetical order and original **location attachment to fund info** MUST remain intact. E.g., if location order changes to alphabetical, then the fund per location originally keyed must reflect the new order. In the example, location: east/4 belongs with fund: wgen/4).

**NOTE:** Only the LOCATION codes must be in alphabetical order (not the fund codes). Employees carefully select which fund belongs to which location. Changing the order of funds to alphabetical is not acceptable as it would significantly impact staff ability to allocate funds appropriate.

Thus, **all** locations are defined by |t with the number of copies per location code, then followed by **all** funds by |u with the number of copies per fund. The location link to the fund MUST be intact, as mentioned above.

|o20
then
|east/4,west/3,south/2,north
then
|uwgen/4,spapr/2,ejuv/1,nkids/6,wadlt
**NOT** |t |u |t |u, etc

961 |ceast/note;west/note;south/note;north/note

Here, the initial subfield |c is the area for notes in this field. Each NOTE field keyed in the Cart belongs to a specific location and that relationship must remain intact in the 961 field. The East location is therefore listed with its note, etc. The locations/note are separated with “;” semi-colon. If there are NO NOTES, the 961 field should not appear.
APPENDIX A: BID AUTHORIZATION

BID AUTHORIZATION

The signature below binds the bidder to the submitted bid.

SIGNATURE: ____________________________________________

NAME (PRINT): ____________________________________________

TITLE: _________________________________________________

COMPANY: ______________________________________________

ADDRESS: ______________________________________________

TELEPHONE: _____________________________________________

EMAIL: _________________________________________________

DATE: _________________________________________________
APPENDIX B: FORM OF PROPOSAL

AT LEAST ONE SIGNED ORIGINAL OF THIS FORM OF PROPOSAL MUST BE INCLUDED IN YOUR PROPOSAL SUBMISSION.

RFP Project Title: ___________________________________________

RFP Reference No.: ___________________________________________

Legal Name of Proponent: _______________________________________

Contact Person and Title: _______________________________________

Business Address: _____________________________________________

Telephone: ___________________________________________________

Fax: _________________________________________________________

HST Registration #: ___________________________________________

Email Address: ________________________________________________

I/WE, the undersigned authorized signing officer of the Proponent, HEREBY DECLARE that no person, firm or corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in this proposal submission.

I/WE further declare that all statements, schedules and other information provided in this proposal submission are true, complete and accurate in all respects to the best knowledge and belief of the Proponent.

I/WE further declare that this proposal submission is made without connection, knowledge, comparison of figures or arrangement with any other company, firm or persons making a proposal and is in all respects fair and without collusion for fraud.

I/WE DECLARE that, regarding this bid submission, no potential conflict of interest exists, except as described below. (If no conflict exists, enter N/A)

I/WE further declare that the undersigned is empowered by the Proponent to negotiate all matters with the Corporation representatives, relative to this proposal submission.

I/WE further declare that the agent listed below is hereby authorized by the Proponent to submit this proposal submission and is authorized to negotiate on behalf of the Proponent.

I/WE have allowed for Addenda numbered as follows: # through to # .

Failure to acknowledge all addenda will result in your proposal submission being rejected.

AUTHORIZED SIGNATURE: __________________________________________

TITLE: __________________________________________________________

I/WE are authorized to bind the COMPANY/CORPORATION

DATE OF PROPOSAL SUBMISSION: _____________________________________