



REQUEST FOR PROPOSALS
Issued by

WAKE COUNTY GOVERNMENT COMMUNITY SERVICES DEPARTMENT

**FOR CONTRACTORS TO SUPPLY ONGOING DIGITAL PUBLIC LIBRARY MATERIALS BEGINNING
JULY 1, 2020 – JUNE 30, 2021.**

OPTION TO RENEW INCLUDES UP TO (3) ANNUAL RENEWALS.

Introduction

Wake County, North Carolina ("The County") is seeking proposals from qualified contractors to provide public library materials and processing services to the Wake County Community Services' Library Division. With over one million citizens and growing daily, Wake County is the second-most populous County in North Carolina. The Wake County Public Library (WCPL) system consists of 24 public libraries across 12 municipalities.

Wake County purchases in large quantities of digital materials. The intent is to select a single vendor to provide **Titles in an eBook and eAudio format for books, as well as a selection of digital magazines and newspapers. Wake County purchases anywhere between 5,000-10,000 individual titles and 30,000-40,000** digital item copies on an annual basis depending on budget allocations. Selected vendor will be able to provide a mix of all genres of adult and children's fiction and non-fiction materials as well as a selection of digital periodicals.

Request for Proposals (RFP) – General Information

Wake County reserves the right to reject any and all proposals, negotiate with any contractor, and make award(s) as are in the best interest of Wake County. Respondents to this RFP have no appeal rights or procedures guaranteed to them. Any contract award is contingent upon the availability of funds to purchase specified services. This RFP process is not necessarily designed to yield a low bid award.

- A. The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Contractors at any time to gather additional information.
- B. Wake County reserves the right to award a contract, based on initial offers received from Contractors, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such

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acceptance will be binding upon both parties. The County may also, at its sole discretion, have discussions with those Contractors that it deems to fall within a competitive range. The County may enter into negotiations separately with such Contractors. Negotiations with a Contractor may continue with a Contractor that the County has tentatively selected to award a contract to. The County shall not be deemed to have finally selected a Contractor until a contract has been successfully negotiated and signed by both parties.

- C. The Contractor and its agents shall treat all data and information gathered by the Contractor and its agents, including this RFP and all reports, recommendations, specifications, and data as confidential. The Contractor and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.
- D. Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

Request for Proposals (RFP) – General Requirements

- A. This RFP, and any subsequent action taken as a result thereof, is issued by Wake County Procurement Services on behalf of the County. Proposal responses should be directed specifically, as outlined below. Regarding this RFP and subsequent procurement process, contractors shall make NO CONTACTS, either written or verbal, with any Wake County employee, staff member, or Library Commission member during the period beginning with the issuance of this document through approval of award unless contact is required for an existing agreement or contract. ***Any attempt by a Contractor to contact or influence a member or members of the aforementioned will result in the immediate disqualification of the Contractor from award for items or services on this RFP.***
- B. Contractors are required to prepare their proposals in accordance with the instructions outlined in this part and elsewhere in this RFP. Each Contractor is required to submit its proposal in a sealed package, with Contractor's name, RFP number, and proposal closing time/date marked clearly on the proposal submission.
- C. The County must receive proposals BEFORE **3:00 PM on September 22, 2020**. The time of receipt shall be determined by the time clock in the Wake County Procurement Services office. The County will not be held responsible for the failure of any mail or delivery service to deliver a proposal response prior to the stated proposal due date and time. It is solely the Contractor's responsibility to: (1) Ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; (2) Ensure that the response is received at the correct location and time. Late responses, regardless of delivery means, will not be accepted. No fax or emailed responses will be accepted or considered.
- D. When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

Contact for Submission of Proposals and Questions:

Wake County Finance / Procurement Services

Wake County Justice Center, Suite 2900

301 S. McDowell Street

Raleigh, NC 27601

Attn: Thomas Wester; 919-856-6153; twester@wakegov.com

- E. The County will not be responsible for any expenses incurred by any Contractor in the development of a response to this Request for Proposal or any other activities associated with this procurement including

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but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Wake County and/or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Contractor even if the Board of Commissioners has formally accepted a recommendation.

- F. Submit written **questions** about this RFP to Thomas Wester by 3:00 p.m. on **September 10, 2020**. No questions or requests for clarifications will be addressed after this time.
- G. Responses to questions will be posted at <http://www.wakegov.com>. Under Departments & Divisions, Finance, RFPs and Bids. Any addenda and clarifications will be issued by **September 14, 2020**.
- H. The issuance of such written responses is the only official method by which interpretation, clarification or additional information will be given by the County. Only requests answered by formal written responses will be binding. Oral and other interpretations or clarification will be without legal effect. It is the County's intent not to issue any written addenda, clarification, etc., after **September 14, 2020**.

Contracting Information

- A. The Contractor hereby certifies that it has carefully examined this Request for Proposal and the Contractor certifies that it understands the scope of the work to be done; the Contractor has knowledge and expertise to provide the scope of the work and is authorized to respond to this Request for Proposal. By signature on the response to the RFP, the Contractor certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all contractors. Further, the Contractor certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.
- B. By submission of a response, the Contractor agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Wake County. Contractors shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.
- C. No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted without prior consent of the County. The Contractor may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from the County.
- D. The Contractor will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Contractor, its subcontractors, or their employees or agents, while performing duties under this Agreement, provided that the County gives the contractor prompt, written notice of any such claim or suit. The County shall cooperate with Contractor in its defense or settlement of such claim or suit. This section sets forth the full extent of the Contractor's general indemnification of the County from liabilities that are in any way related to Contractor's performance under this Agreement.
- E. It is understood that in the performance of any services herein provided, the Contractor shall be, and is, an independent contractor, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by this contract. Further, the Contractor has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all

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persons employed by the Contractor in the performance of the services hereunder. The Contractor shall be solely responsible for, and shall indemnify, defend, and hold the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

F. This RFP and any resulting contract shall be governed by and construed according to the laws of the State of North Carolina. Should any portion of any contract conflict with the laws of the State of North Carolina, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.

G.

INFORMATION SUBMITTED IN RESPONSE TO REQUESTS FOR BIDS, PROPOSALS, AND OTHER PROCUREMENT METHODS SUBJECT TO PUBLIC RECORDS LAW

Wake County is subject to North Carolina's Public Records Act located in Chapter 132 of the North Carolina General Statutes. As a result, information submitted to and received by Wake County in response to a Request for Proposal/Request For Bid/Request For Quote/Request for Qualifications, or any other procurement method (collectively "Procurement Process"), is considered public record and may be released for public inspection after the contract award, or as otherwise permitted under NCGS § 143, without further notice to the proposer. The County does not intend to elicit confidential or trade secret information in response to a Procurement Process and assumes no responsibility for the submission of such information. Wake County reserves the right to share any information submitted in response to a Procurement Process with any person(s) or firm(s) involved in the review and evaluation phase of the Procurement Process.

CONFIDENTIAL OR TRADE SECRET INFORMATION

If a proposer nonetheless submits information in a bid proposal or other response to a Procurement Process and it considers such information to be confidential, then all four requirements of [NCGS 132-1.2](#) "Confidential Information" must be met for the County to consider withholding the information from public inspection in response to a public records request. **Among other legal requirements, information deemed to be "confidential" or "trade secret" by proposer must be clearly marked as such on the face of the document(s) at the time of the initial disclosure/submittal of RFP.** In addition, although not required by law, Wake County requests that any proposer who submits a proposal or response containing any such designation of confidentiality also submit a second copy of the proposal or response with the respective page(s) or section(s) redacted. The County will not agree to withhold an entire proposal or response from public inspection, thus proposers should refrain from including blanket restrictions on disclosure or all-encompassing claims of confidentiality.

When a public records request is made for information contained in or attached to a proposal or response that has been clearly marked as "trade secret" or "confidential" upon its submission, Wake County may, in its discretion and without further notice, release the redacted copy of the proposal or response to the requester if one has been previously submitted. Otherwise, the proposer will be notified of the request and given an opportunity to provide within a reasonable period a written explanation of the basis for claiming protection under N.C.G.S. 66-152 and N.C.G.S. 132-1 and/or a redacted proposal or response. The County shall make the final determination on release of the information. Should any civil action be brought against the County in an effort to compel or prevent the disclosure of information contained in a proposal or response that is deemed confidential by a proposer, the proposer may participate at its own expense; and by deeming any information in a proposal or response confidential, proposer further agrees to indemnify and hold harmless the County for and against any costs incurred by the County as a result of such litigation, including but not limited to fees or expenses arising out of N.C.G.S. 66-153 and N.C.G.S. 132-9.

H. Contractor must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Contractor to notify Wake County at once, indicating in their letter the specific regulation

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which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

- I. The Provider shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Office. If any required insurance policy expires during the term of this agreement, Provider must provide a certificate of insurance to the Wake County Finance Office as evidence of policy renewal prior to such policy expiration.

Provider signature on this agreement indicates that Provider agrees to the terms of this insurance section and understands that failure to comply may result in cancellation of this agreement at Wake County's option.

Workers' Compensation Insurance, with limits for Coverage A Statutory- for State of North Carolina and Coverage B Employers Liability \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability - with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

Commercial Automobile Liability, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired and non-owned vehicles. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under an Agreement.

Professional Liability Insurance, applicable to any professional services provided under this Agreement with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate.

If any coverage is on a claims-made basis, Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Contractor shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office. Proof of rating shall be provided to the county upon request.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer and dated no more than thirty (30) days prior to the start date of the agreement. In the case of self-insurance, a letter of explanation must be provided to and approved by Wake County Risk Management.

The Contractor shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Wake County Finance Office and for three years subsequent for any claims made coverage.

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If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to Wake County may be considered. Any requests for consideration of alternate coverage must be presented by Provider PRIOR TO provision of any services associated with this Agreement.

If Provider uses subcontractors to perform any of the services under this Agreement, then and in that event, Provider shall contractually require such subcontractor(s) to meet all the requirements of this section.

- J. Submission of any proposal indicates a Contractor's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.
- Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Contractors if it is deemed in the County's best interest. Moreover, the County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.
- K. If a contractor or contractor(s) are selected, a contract or blanket purchase order will be executed on a Wake County template and upon execution; contractor(s) will be required to submit a certificate of insurance.
- L. Cost: Discounts and processing **charges must remain firm and fixed for one year.** Wake County reserves the right to offer winning bidder an option to renew annually for up to three times, providing there are no changes or minimal changes to pricing/discounts. Pricing/discounts will remain the same under this option unless otherwise noted by contractor in RFP response for renewal option years. Wake County recognizes **that publisher prices may vary, however, Wake County requests that contractors honor the final pricing when orders are placed and will not be charged for publisher increases once orders are submitted and confirmed. Contractors are encouraged to offer their best and final pricing and/or discounts.**
- M. Submission of any proposal indicates a Contractor's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal. The County reserves the right to negotiate additional services with the awarded contractor at any time after initial contract award.

Submission Criteria

Interested contractors must submit one original and (6) hard copies of their proposals to the address indicated above. An electronic version of each proposal is also required and must be included with written proposals on CD or flash drive.

Proposal will be **organized and outlined** into the following sections using labeled dividers:

- 1.0 Executive Summary –Brief overview of Digital Content and Platform Proposal
- 2.0 Summary of Company - History, financial strength and stability, etc.
- 3.0 Contractor References
- 4.0 Agency Qualifications
- 5.0 Scope of Services (Provide detailed descriptions for each – tab sections)
 - Collection preparation and management (selection tools, reader lists, etc.)
 - General description of available content (books, magazines, newspapers, etc)
 - Cataloging and records management

- Content Platform Details
- Content Mobile App Details
- Invoicing and inventory reporting
- Customer Services
- Cancellations, Expirations, Credits or Refund Processes

6.0 Response to Attachment 1 (Pricing and Discounts)

Evaluation Criteria

A review panel will evaluate all qualified proposals against pre-established criteria. All contractors will be evaluated equally on the same criteria. The major evaluation criteria are listed below (in no order), although other criteria may also be considered:

1. **Compliance to the RFP requirements;** quality, clarity and completeness of services proposed in relation to scope of work response. Any incomplete responses will not be considered. If vendor does not follow the outlined format the evaluation committee will adjust scores accordingly.
2. **Contractor's proven knowledge and experience** in providing similar public library eBooks, eAudio books, digital magazines, and related materials and services is required. Contractor will provide a minimum of three references.
3. **Cost effectiveness** including publisher discounts and incentives.
4. **Collection Services** -Contractor's ability to provide publishing trends and other industry developments and to products, services, events) relating to librarianship, readers advisory, and other areas relating to successful collection development and selection.
5. **Online selection tools** - Vendor provides a dynamic, stable, and robust online selection tool that seamlessly integrates all content platforms with WCPL current discovery tool (online catalog) in traditional browser and mobile platforms.
6. **Quality Catalog records** – Vendor provide a complete catalog record for each item purchased by WCPL. This record should include summaries, subject headings, reading levels, audience.
7. **Available onsite or guided web site training** provided by Contractor to Wake County Staff.

Overview of Wake County Expectations

Contractors must be able to provide the scope of services outlined in this section to be considered by the review committee.

Materials

- Adults and Youth in ebook (both Kindle and EPUB formats) and eAudio (MP3 format) to include:
 - Best-selling titles
 - Award winning titles
 - "Backlist" titles
 - Fiction and non-fiction titles covering all subjects and genres
 - Graphic novels
 - Digital Magazines/Newspapers

Online selection tools and real-time order status/tracking is required.

- Online catalog/cart ordering or Edifact ordering

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- Contractor will provide an Account Representative to work with WCPL on all aspects relating to these services.

eContent Platform Integration is required.

- WCPL currently utilizes an open source Discovery tool using Pika software tools, administered jointly by WCPL and the Marmot Library Network. Vendor will need to provide a complete content integration platform and plan that has already been utilized successfully by other large public library systems like WCPL.

eContent Platform and Content Customization is required.

- WCPL customers expect and are accustomed to an excellent user experience in searching, discovering, browsing, downloading, and consuming eContent. Vendor must provide and demonstrate online tools available to WCPL Librarians to create, maintain, and promote collections, titles, authors, audiences. These tools must be accessible without vendor intervention, and available 24/7 to WCPL Library Staff.

eContent Mobile App is required.

- WCPL customer's expectations are equally high when searching, discovering, browsing, downloading, and consuming eContent on their mobile devices. Vendor must provide a robust app for both Android and iOS that can seamlessly, reliably, and easily deliver eContent to those mobile devices.

Contractor must provide competitive pricing and discounts for both platform and content

- Discounts must remain firm and fixed for one year. Pricing/discounts will remain the same under this option unless otherwise noted by contractor in RFP response. Wake County recognizes that publisher prices may vary, however, Wake County requests that contractors honor the final pricing when orders are placed and will not be charged for publisher increases once orders are submitted and confirmed. **Contractors are encouraged to offer their best and final pricing and/or discounts.**

ATTACHMENT:

- 1) Pricing, Discounts and Processing Details