



REQUEST FOR PROPOSALS
Issued by

WAKE COUNTY GOVERNMENT COMMUNITY SERVICES DEPARTMENT

FOR CONTRACTORS TO SUPPLY ONGOING PUBLIC LIBRARY MATERIALS
BEGINNING JULY 1, 2023 – JUNE 30, 2024.
OPTION TO RENEW INCLUDES UP TO (4) ANNUAL RENEWALS

1. INTRODUCTION

The Wake County Public Libraries (WCPL), a division of the Wake County Community Services Department, invites proposals from qualified contractors to provide public library materials and processing services. With over one million residents, Wake County is the second most populous county in North Carolina. We appreciate your interest in our library system and thank you for taking the time to prepare your response.

The Wake County Public Library system comprises 23 public libraries across 12 municipalities, catering to a diverse and continuously expanding population. We serve over 1.1 million citizens across 847 square miles and offer books that appeal to all members of the community. To this end, Wake County purchases a minimum of 200,000 printed book units annually, encompassing as many as 12,000 unique titles. This RFP focuses exclusively on the procurement of print materials for FY24, excluding digital content, magazines, newspapers, and periodicals.

The Wake County Public Library (WCPL) system operates a shared collection with centralized distribution, selection, ordering, and invoicing. All materials will be shipped to a single distribution center where our experienced staff receives, checks-in, sorts, and distributes items across the system. Contractor processing is required, including spine labels, book jackets, identification stickers, and contractor-supplied MARC records on all materials, so they are "shelf-ready" upon arrival. Additionally, some print materials for Youth require special reinforced binding.

The County operates on a fiscal year of July to June and follows publishing schedules to order books up to 90 days in advance of the publication date. WCPL uses a compressed ordering schedule so that the annual book budget is expended within the fiscal year, allowing for units to be delivered within the year they are ordered. To keep up with this scheduling goal, the contractor must be able to provide approximately 4,500 books per week and manage all shipping responsibilities.

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.

- 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 acceptance will be binding upon both parties. 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. In the event that a title is unavailable for purchase through the selected contractor, Wake County Public Libraries reserves the right to purchase print materials from other vendors or publishers.
- 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. All information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

2. SUBMISSION INFORMATION

- 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 **2:00 pm, May 31, 2023.** 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.

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- 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 (300 S. McDowell Street)
Raleigh, NC 27601
Attn: Ty Stephens ty.stephens@wake.gov

- 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 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 Ty Stephens by 5:00 p.m. on May 19, 2023.** No questions or requests for clarifications will be addressed after this time.
- G. Responses to questions will be posted at <http://www.wake.gov> Under "Doing Business with Wake County". Any addenda and clarifications will be posted at the same site.
- 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 **May 24, 2023.**
- I. Final selections are anticipated by a selection committee before **June 15, 2023.**

3. 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 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. The County assumes no responsibility for confidentiality of information offered in a proposal. The RFP does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after the contract award. Wake County reserves the right to share any information submitted in response to this RFP or process with any person(s) or firm(s) involved in the review and evaluation process. **Proprietary or confidential information must be clearly labeled as such at the time of initial submission and to the extent provided by N.C.G.S. Chapter 132, will not be made available for public inspection. If a request for inspection is made under public records law, the Contractor will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.**
- 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 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. **ANTI-DISCRIMINATION:** In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Ordinance SL 2017-4. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.

- 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.
- K. 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.
- L. 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.
- M. 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 four times, providing there are no changes or minimal changes to pricing/discounts. Pricing/discounts and shipping terms 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.**
- N. 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.
- O. **IRAN DIVESTMENT ACT:** By signing this agreement or acceptance of this contract/purchase order or by submission of any bid, proposal, etc, vendors, contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to [NCGS 147 Article 6E, Iran Divestment Act](#), Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List. In addition, any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.
- P. **E-VERIFY:** To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.
- Q. **FEDERAL UNIFORM GUIDANCE:** If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)

4. PROPOSAL FRAMEWORK

Interested contractors must submit one original and (3) hard copies of their proposals to the address listed in section 2. An electronic version of each proposal is also required and must be included with written proposals on a flash drive. The proposal should be outlined and tabbed with the following headers and include the minimum key information that is listed below:

- A. Executive Summary** –A concise overview of the proposal highlighting key points of the bid. Suggested highlights would include a summary the pricing structure and highlight any value-added services or cost-saving measures offered or outlining competitive edge.
- B. Summary of Company** - History, mission statement, and key differentiators. It should also include information on the size and scope of the company, such as the number of employees, warehouse locations, and annual revenue.
 - **Support team:** Please provide resumes and background information for your qualified, experienced support team, including their defined roles and years of experience.
 - **Customer service:** A track record of providing excellent customer service, including responsiveness, communication, and willingness to work collaboratively with the library's staff.
- C. References** - Provide three references from similar clients you have worked with in the last three years, preferably within the public library sector and comparable in size and scope to Wake County Public Libraries.
- D. Agency Qualifications**
 - **Inventory capacity:** Please provide information about your current average inventory, including the number of unique titles and total units available for immediate shipment.
 - **Warehouse locations and shipping:** Please provide information about your warehouse locations and shipping schedules.
 - **Partnerships with publishers:** We require vendors to have established relationships with a diverse range of publishers to ensure a broad and varied selection of materials. Please include details of your current partnerships with publishing houses. Include in your list partnerships with any small independent publishers and/or those that publish print material in foreign languages.
 - **Special requests:** Please describe your ability to supply special requests, such as reinforced bindings or out-of-print books.
 - **Technology capabilities:** The ability to offer online ordering, tracking, and reporting systems, as well as the capacity to integrate with the library's current systems and technology infrastructure.

5. DELIVERABLES

The selected contractor will partner with Wake County in providing a full range of services associated with the procurement of print materials. The RFP responses should describe or acknowledge that the following list of services are included in their cost estimates:

- A. Collection development services:** The vendor should demonstrate proactive engagement and anticipation of publishing trends and other industry developments to consistently deliver value-added incentives, such as products, services, and events, related to librarianship, readers advisory, and successful collection development and selection. The vendor should provide evidence of their ability to add value to the collection development process beyond just providing materials.

- B. Cataloging and records management:** Contractors will ensure that all books are accurately cataloged and that the library's records are up to date. Contractor support team must have extensive experience in cataloging and record-keeping to ensure that purchased materials are accurately represented in the library's catalog.
- C. Inventory Fulfillment:** Supply formats of print including but not limited to the following:
- Quantities ranging from 10-100 copies of a single title, with higher copies for Best-Sellers
 - Edifact ordering is required.
 - Contractor will have services available to WCPL for system profiling sessions, including all aspects of selection, ordering, binding options and processing requirements, etc.
 - Print books for Adults and Youth in all paperback and hardback binding formats
 - Best-selling titles & award winning titles
 - "Backlist" titles
 - Fiction and non-fiction titles covering all subjects and genres
 - Large print materials
 - Graphic novels
 - Adult ready-reference materials
 - Selection of books available in global languages (provide a list of all languages and an estimate of inventory available)
 - Custom non-standard orders to include but not limited to "on demand" printing for out-of-print books and/or printing books in a specific format required by Wake County.
- D. Shelf ready processing:** Provide RFID encoded tags and other shelf-ready processing services to ensure that all materials arrive at the library ready to be placed on the shelves and checked out by library users.
- E. Invoicing and inventory reporting:** Accurate and timely invoicing and inventory reporting is a critical component of the partnership between Wake County Public Library and the selected contractor. The contractor will be required to provide detailed invoices and inventory reports to help maintain accurate inventory records. To streamline the process, the contractor must be capable of consolidating individual purchase order invoices into a weekly or bi-monthly consolidated invoice.
- F. Shipping and onsite delivery:** Manage all shipping responsibilities to ensure that books are delivered on time and in good condition to central distribution center. Support team will proactively identify any irregularities that impact material deliveries, such as raw material shortages, and shipping delays.
- G. Quality control measures:** Contractor will have quality control measures in place to ensure the accuracy and quality of book orders. Support team checks all orders for damaged or incorrect items and promptly addresses any issues professionally.
- H. OCLC MARC record updates:** Regular OCLC MARC record updates for accurate holdings in WorldCat. This ensures that library users have access to the most up-to-date information about the WCPL's book inventory.

6. COMPETITIVE PRICING

Wake County is requesting competitive pricing and discounts for library materials and processing charges. Vendors are required to complete the attached Excel spreadsheet, which should include discounts on publisher pricing and processing costs per unit. Vendors should also provide information on any special pricing considerations, such as volume discounts, price breaks based on purchase amount or frequency, or other specific requirements. The pricing offered by vendors should be fixed and firm unless otherwise noted by the vendor. If there are any cost escalations or in the optional renewal years, the vendor should clearly

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specify them. Annual contract may be renewed without submitting new bid responses up to four times if there are no changes or minimal changes to pricing structures for services outlined.

- “Processing” is defined as: Book covers (or spine tape depending on binding) spine labels, bar code labels, genre labels, date stamp and encoded RFID tag, and MARC records. Quality control at the contractor level is also expected.

EVALUATION CRITERIA

To ensure fairness and objectivity in the evaluation of proposals, a review panel will be established to evaluate all qualified proposals against a set of pre-established criteria. These criteria will be clearly communicated to all contractors in advance, along with the weight or importance of each criterion in the evaluation process.

During the evaluation process, all contractors will be evaluated equally on the same criteria. The review panel will carefully review and assess each proposal, considering the information provided by the contractor, as well as their past performance and experience.

To move on to the next stage of evaluation, contractors must meet a preselected baseline score for criteria 1-3, which are considered the minimum requirements for the project. Only contractors who meet or exceed this baseline score will be further evaluated on criteria 4-6, which are considered additional factors in the evaluation process.

The review panel will conduct a thorough evaluation of each proposal based on the established criteria and their relative weight. The panel will also consider any other relevant factors, such as the contractor's ability to meet project timelines and budget constraints.

Overall, this evaluation process is designed to ensure that the most qualified and capable contractor is selected for the project, while minimizing the potential for bias or favoritism. By clearly communicating the criteria in advance, all contractors will have an equal opportunity to demonstrate their qualifications and capabilities for the project.

Criteria:

1. **Compliance to the RFP:** This criterion will be evaluated by reviewing bid responses to ensure that the contractor has met all the requirements specified in the RFP including all of the required sections, provided all of the requested information, and has met any minimum qualifications or requirements. Additional factors related to compliance, such as the level of detail and completeness of the response, the contractor's ability to meet the deadlines outlined in the RFP, and any other relevant factors.
2. **Inventory availability and order fulfillment:** This criterion evaluation is based on objective data such as the percentage of ordered items that were fulfilled, the speed of order processing and shipping, and the accuracy of inventory reporting. The evaluation team will compare the bidder's proposed metrics with industry standards or benchmarks to determine if their proposed inventory and order fulfillment processes are effective and efficient.
3. **Respondent's proven knowledge and experience in providing similar public library materials/services.** This criterion evaluation will be based on subjective factors such as the bidder's track record of successfully providing similar materials/services to other public libraries, the quality and qualifications of their key personnel, and the bidder's overall approach to meeting the needs of Wake County Public Libraries. The evaluation team will review the bidder's past performance on similar contracts, check references, and assess the bidder's proposed team and methodology to determine if they are likely to provide high-quality services to Wake County Public Libraries.
4. **Cost effectiveness:** Cost will be evaluated by comparing discounts offered to WCPL off publisher prices,

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the quality of materials, shipping and handling fees, processing fees, inventory management, and other services offered by the vendor including processing charges and incentives. Attachment must be filled out for proper evaluation of this criterion.

5. **Collection Development Services** – Evidence of proactive engagement by vendor to anticipate publishing trends and other industry developments and to consistently deliver value added incentives (products, services, events) relating to librarianship, readers advisory, and other areas relating to successful collection development and selection.
6. **Online selection tools** – We will evaluate this criterion based on the vendor's online selection tools, which should be dynamic, stable, and robust. The tools should seamlessly integrate all resources needed for informed selection decisions, including real-time inventory, accurate publication data, and reviews. The vendor should also provide a direct avenue for WCPL to offer feedback and engage in feature requests and other developments. Additionally, the vendor must provide on-site or guided web site training to Wake County staff to ensure effective utilization of the online selection tools.

ATTACHMENT:

- 1) Pricing, Discounts and Processing Details