



REDWOOD CITY, CALIFORNIA

REDWOOD CITY PUBLIC LIBRARY

REQUEST FOR PROPOSAL (RFP)

PROJECT TITLE:

**POOL OF VENDORS FOR PROVISION OF LIBRARY MATERIALS, COLLECTION
DEVELOPMENT SERVICES, AND LIBRARY MATERIALS PROCESSING**

**SARAH LATORRA
LIBRARY DIVISION MANAGER**

**REDWOOD CITY PUBLIC LIBRARY
1044 Middlefield Road
Redwood City, CA 94063**

Due Date: Wednesday, March 29, 2017 – No Later Than 4:00 p.m. PDT
The time and date Proposals are due shall be strictly observed.

1. Introduction

RCPL (“the City”) is soliciting proposals from qualified firms to submit a Request for Proposal (RFP) which will establish a Pool of Vendors (“Pool”) from whom the City may purchase books and/or audiovisual materials, as well as cataloging and processing services for library materials. Proposers may submit proposals for one or more of the four provisions described in Attachment A (Scope of Services) and Attachment B (Detailed Submittal Requirements and Cost Proposal Schedule).

Vendors submitting proposals to supply books and/or audiovisual materials (CDs, DVDs, and audiobooks) to the City should complete the charts and supplemental questions in Attachment B, Provisions A and B.

Vendors submitting proposals to provide cataloging and materials processing for books and/or audiovisual materials (CDs, DVDs, and audiobooks) for the City should complete the charts in Attachment B, Provisions C and D.

Contracts with selected vendors may provide for individual orders on an as-needed basis with a cumulative value of up to \$500,000 per year over a term of up to seven years at the sole discretion of the City.

2. Attachments

The attachments below are included with this Request for Proposal (RFP) for review.

Attachment A	Scope of Services
Attachment B	Detailed Submittal Requirements and Cost Proposal Schedule

3. Instructions to Proposers

3.1. Questions Regarding the RFP

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions regarding this RFP must be put in writing and received by the City no later than **Friday, March 17, 2017 at 4:00 p.m. PDT**.

Correspondence shall be addressed to:

City of Redwood City
Redwood City Public Library
Attn: Sarah LaTorra
1044 Middlefield Road
Redwood City CA 94063

or emailed to slatorra@redwoodcity.org

Responses from the City will be communicated in writing to all interested parties of this RFP. Inquiries received after the date and time stated will not be accepted. All accepted questions shall become a part of this RFP. The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives.

3.2. Examination of Proposal Documents

The submission of a Proposal shall be deemed a representation and certification by the Proposer that:

- Proposer has carefully read and fully understands the information provided by the City to serve as the basis for submission of this Proposal;
- Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the Proposal being submitted;
- All information contained in this Proposal is true and correct;
- Proposer did not, in any way, collude; conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this Proposal; and
- Proposer acknowledges that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.
- Proposer understands that all proposals are public information.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition.

3.3. Submission of Proposals

Proposals are due on or before **Wednesday, March 29, 2017 at 4:00 p.m. PDT**, at which time they will be recorded and forwarded to a Selection Advisory Committee for evaluation.

Proposals must be sealed and sent to:

City of Redwood City
Attn: City Clerk
1017 Middlefield Road
Redwood City, CA 94063

The Proposer shall submit one (1) original and two (2) copies of its proposal in a sealed envelope, addressed as noted above, bearing the Proposer's name and address clearly marked, **"SEALED BID FOR PROVISION OF LIBRARY MATERIALS, COLLECTION DEVELOPMENT SERVICES, AND LIBRARY MATERIALS PROCESSING POOL OF VENDORS, DUE 4:00 P.M. WEDNESDAY, March 29, 2017."** The use of double sided paper is encouraged.

The Proposer shall also email a pdf version of the Proposal to: slatorra@redwoodcity.org or include a CD or USB drive containing the pdf version with the sealed Proposal by the RFP Submittal Deadline of March 29, 2017.

3.4. Withdrawal of Proposals

A Proposer may withdraw its Proposal at any time before the RFP Submittal Deadline by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

3.5. Rights of the City of Redwood City

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of Proposals or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all Proposals;
- Issue subsequent Request for Proposals;
- Postpone contract start date for its own convenience;
- Remedy technical errors in the RFP process;
- Approve or disapprove the use of particular sub-consultants;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Cancel the RFP and reject any and all quotations in whole or in part when it is in the best interest of the City;
- Waive informalities and irregularities in the Proposals;
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City; and
- Enter into an agreement with multiple Proposers for different portions of work as outlined in Attachment A (Scope of Services).

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

4. RFP Timeline

The RFP Timeline is as follows:

Action	Date
RFP Issued	Friday, March 10, 2017
Deadline for Questions	Friday, March 17, 2017 by 4:00 p.m. PDT
Answers to Questions Released	Wednesday, March 22, 2017 by 4:00 p.m. PDT
RFP Submittal Deadline (Due Date)	Wednesday, March 29, 2017 by 4:00 p.m. PDT
Interviews (if any) and Selection	Week of April 3, 2017
Contract Award	Month of May, 2017
Work Commences	Month of July, 2017

5. Proposal Format

These instructions outline the guidelines governing the format and content of the Proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the Proposal should be submitted. Items not specifically and explicitly related to the RFP and Proposal, e.g. brochures, marketing materials, etc. will not be considered in the evaluation.

All Proposals shall address the following items in the order listed below and shall be referenced as Chapter 1 through 6 in the submitted Proposal.

5.1. Chapter 1 - Proposal Summary

This chapter shall discuss the highlights, key features and Proposer's understanding of the Scope of Services (Attachment A) and Detailed Submittal Requirements and Cost Proposal Schedule (Attachment B).

A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this Chapter to a total of three (3) pages including the separate sheet.

5.2. Chapter 2 – Firm Profile

This chapter shall include a brief description of the Proposer's firm and a chart showing the organization's structure. Discuss the firm's financial stability, capacity and resources. Identify any anticipated subcontractors the Proposer's firm foresees working with to complete work described in Attachment A (Scope of Services) and Attachment B (Detailed Submittal Requirements and Cost Proposal Schedule). Include similar information for any projected subcontractor.

This section should also include a Profile of Lawsuit and Litigation

- List any lawsuit or litigation and result of that action that is still pending or has occurred within the last five (5) years.
- List all projects where claims or settlements were paid by the firm or its insurers within the last five (5) years.

5.3. Chapter 3 – Qualifications of the Firm

Describe the Proposer's and sub-Proposer's qualifications and previous experience on similar or related projects. Provide descriptions of pertinent project experience with other public municipalities and private sector clients. This includes a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, phone number of clients to be contacted for references.

5.4. Chapter 4 – Work Plan

This chapter shall present a well-conceived work plan. This section of the Proposal shall establish that the Proposer understands the City's objectives and requirements. Succinctly describe the proposed approach for addressing the required services requested in Attachment A - Scope of Services and Attachment B - Detailed Submittal Requirements and Cost Proposal Schedule.

5.5. Chapter 5 – Project Staffing

Discuss how the Proposer will staff this project. Key project team members shall be identified by name, title, and specific responsibility for the project. Resumes for all of the Proposer's personnel shall be included.

5.6. Chapter 6 – Proposal Cost

Complete all relevant components of Attachment B (Detailed Submittal Requirements and Cost Proposal Schedule). All pricing must be inclusive, and include labor, material, and equipment necessary for all tasks listed in Attachment A (Scope of Services). Provision of this information assists the City in determining whether the Proposer understands the project, whether the costs are fair and reasonable in light of the services to be provided, and provides City staff with tools to negotiate the final cost.

The Proposer shall be responsible for all costs incurred in the development and submission of this response. The City assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a Proposer, the evaluation of an accepted response, or the selection of finalists. The City shall not be contractually bound until the City and the successful Proposer have executed a written contract for performance of the work. The City of Redwood City does not pay for services before it receives them. Submitted Proposals should not propose contract terms that require upfront payment or deposits.

6. Contract Type, Term and Method of Payment

It is anticipated that the contract resulting from this RFP, if awarded, will be a not-to-exceed budget per task form of contract. The method of payment to the successful Proposer shall be on a per task basis with a maximum "not to exceed" fee as set by the Proposer in the Proposal or as negotiated between the Proposer and the City as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but limited to, transportation, communications, subsistence and materials and any subcontracted items of work. The City requires the successful Proposer to submit detailed invoices as described in Attachment A (Scope of Services). Invoices should be sent to the City after the completion of the task. Invoices are customarily paid on a net 30-day basis.

The Pool from which vendors may be selected will be in place from July 1, 2017 through June 30, 2020. The term shall be for a three (3) year period from the effective date of the contract. The contract may be renewed yearly after the first three years in two two-year increments, up to 7 years total, at the discretion and approval of the City. The City shall decide which vendor(s) in the Pool

are most suitable to provide specific materials, and there is no guarantee that a selected vendor will receive a contract or any specified amount or materials purchases during the life of the Pool.

At the end of the initial contract and each renewal period thereafter for the duration of the contract, the unit rates paid for services may, upon Contractor or City request, be increased or decreased in direct proportion to the increase or decrease in the San Francisco Bay Area Consumer Price Index (CPI) during the completed contract period or renewal period. The Contractor shall submit to the City a revised unit price schedule and supporting CPI information for any requested changes.

7. Insurance Requirements

Contractor shall obtain and maintain for the duration of the Agreement, if awarded, any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than "A:VII".

7.1. Coverages and Limits

Contractor at its sole expense shall maintain the types of coverages and minimum limits indicated below, unless otherwise approved by City in writing. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under the Agreement.

7.1.1. Commercial General Liability Insurance Contractor shall maintain occurrence based coverage with limits not less than \$1,000,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy shall be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

7.1.2. Business Automobile Liability Insurance Contractor shall maintain coverage with limits not less than \$1,000,000 per each accident for owned, hired and non-owned automobiles.

7.1.3. Workers' Compensation Insurance Contractor shall maintain coverage as required by the California Labor Code. The Workers' Compensation policy shall contain an endorsement stating that the insurer waives any right to subrogation against the City, its officers, agents, employees and volunteers.

7.1.4. Employer's Liability Insurance Contractor shall maintain coverage with limits not less than \$2,000,000 per each accident for bodily injury or disease.

7.2. Notice of Cancellation

This insurance will be in force during the life of the Agreement and any extensions of it and will not be cancelled without Contractor providing thirty (30) days prior written notice to City sent pursuant to the Notice provisions of the Agreement.

7.3. Providing Certificates of Insurance and Endorsements

Prior to the City's execution of the Agreement, Contractor shall provide to City certificates of insurance and above-referenced endorsements sufficient to satisfaction of City's Risk Manager. In no event shall Contractor commence any work or provide any service under the Agreement until certificates of insurance and endorsements have been accepted by City's Risk Manager.

7.4. Failure to Maintain Coverage

If Contractor fails to comply with these insurance requirements, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under the Agreement.

7.5. Submission of Insurance Policies

City reserves the right to require, at any time, complete copies of any or all required insurance policies and endorsements.

8. Business License

The successful Proposer that is awarded the Agreement will be required to be licensed in accordance with the City of Redwood City Business License Ordinance, Municipal Code Chapter 32.101 through 32.156, entitled "Business Licenses". Business license information (application, ordinance, fees) can be found by navigating to the City of Redwood City homepage (www.redwoodcity.org) and selecting "Business," "Starting a Business," "Business Licensing."

9. Review and Selection Process

City staff will evaluate the Proposals based on the following criteria:

- Quality and completeness of Proposal;
- Quality, performance, and effectiveness of services to be provided by the Proposer;
- Proposer's experience, including the experience of staff to be assigned to the project, the engagements of similar scope and complexity;
- Cost to the City (Proposal price alone will not be the sole determining factor);
- Proposer's ability to perform the work within the time specified;
- Proposer's prior record of performance (including safety record) with City or other; and
- Proposer's compliance with applicable laws, regulations, policies (including City Council policies), guidelines and orders governing prior or existing contracts performed by the Proposer.

The City reserves the right to reject any or all Proposals and to determine which Proposal is, in the City's judgment, the most responsive. The City also reserves the right to waive any informality in any Proposal and to delete certain items listed in the Proposal as set forth therein.

The selection committee will make a recommendation to the awarding authority. Written Notice of Award will be made to the successful Proposer.

10. Oral Interviews

Proposers may be required to participate in an oral interview. Not all Proposers will be asked to interview. The oral interview will be a panel comprised of members of the selection committee, and may be conducted online rather than in person.

Proposers may only ask questions that are intended to clarify the questions to which they are being asked to respond.

Each Proposer's time slot for oral interviews will be determined randomly. Proposers who are selected shall make every effort to attend. If representatives of the City experience difficulty on the part of any Proposer in scheduling a time for the oral interview, it may result in disqualification from further consideration.

11. Award of Contract

11.1. When Award Occurs

Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Proposer. A Recommendation of Award does not constitute award of contract.

11.2. Award

If one or more contracts are awarded, they shall be awarded to the responsive and responsible Proposers whose Proposals followed all directions in the RFP and would be most advantageous to the City as set forth in the Review and Selection Process. The award of contracts will not be based on price alone. Factors that would affect the final cost to and the benefits to be derived by the City will be considered. The City reserves the right to reject any and all bids and to waive any informality in bids received. Contracts will be issued using the standard City of Redwood City contract, attached to this RFP as Attachment C.

12. Public Nature of Proposal Material

Responses to this RFP become the exclusive property of the City. At such time as the Redwood City Public Library recommends firms to the City Manager or to the City Council, as applicable, all Proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposers as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or

“Proprietary.” The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if it is not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary”, if disclosure is required under the Public Records Act. Any Proposal which contains language purporting to render all or significant portions of the Proposal “Confidential,” “Trade Secret,” or “Proprietary” may be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked as “Confidential,” “Trade Secret,” or “Proprietary,” the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

13. Collusion

By submitting a Proposal, each Proposer represents and warrants that its Proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham Proposal or any other person to refrain from submitting a Proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a Proposal.

14. Fair Dealing / Conflict of Interest

The Proposer warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Proposer, or any agent or representative of the Proposer to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

The Proposer warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Proposer also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Proposer’s business.

15. Disqualification

A Proposer will be disqualified from the RFP process if any of the following apply to the Proposer:

- Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this RFP;
- Any attempt to improperly influence any member of the selection committee;
- Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City;
- Evidence of incorrect information submitted as part of the Proposal;

- Evidence of Proposer’s inability to successfully complete the responsibilities and obligation of the Proposal, and;
- Proposer’s default under any previous agreement with the City, which results in termination of the Agreement.

16. Non-Conforming Proposal

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a Proposal may be sufficient grounds for non-acceptance of the Proposal, at the sole discretion of the City.

17. City Contact

The sole point of contact for this RFP is the Redwood City Public Library. Here is the contact information for the Library representative regarding this RFP:

Sarah LaTorra
Library Division Manager
1044 Middlefield Road
Redwood City, CA 94063
(650) 780-7035
slatorra@redwoodcity.org

Attachment A – Scope of Services

The City is in need of vendors who provide blanket purchase orders for print monographs and/or audiovisual materials (audiobooks, DVDs, and CDs), shelf ready cataloging and processing services, and customized collection development services such as customized standing order collections, pre-selected carts, and Opening Day collections, as needed.

Based upon previous years' usage and current budgets it is estimated that the City will allocate approximately \$400,000 to \$500,000 total for all the materials specified in this RFP each fiscal year specified in this RFP. In fiscal year 2015-16, the City expended approximately \$300,000 on print materials, and \$100,000 on audiovisual materials. The City is not obligated to purchase any specified quantity, and variations occur annually. Vendor(s) will invoice the City as orders are delivered. Failure of a vendor to comply with the terms and conditions stated may result in the cancellation of the Blanket P.O.

When the City place orders from a selected vendor, all materials at the quoted price must be delivered F.O.B, Redwood City, CA, USA.

Invoices must reflect sales tax rate applicable to the City of Redwood City and must be sent to:

**Redwood City Public Library
1044 Middlefield Road
Redwood City, CA 94063**

Library materials provided must comply with current copyright and intellectual property laws.

Vendors selected to supply the City with print monographs will provide customer service which includes inventory, ordering access, and supplying materials in a timely manner to the City per specifications included in Attachment B, Provision A (Vendor Services). Additionally, these vendors will work with the City to provide customized lists of materials for the City's consideration based on the specifications included in Provision B (Collection Development) and any customized collection development services provided by the vendor. Vendors selected to provide shelf-ready cataloging and processing of print monographs will do so based on the relevant City specifications included in Provisions C (Cataloging) & Provision D (Processing).

Vendors selected to supply the City with audiobooks, CDs, and DVDs will provide customer service which includes inventory, ordering access, and supplying materials in a timely manner to the City per specifications included in Attachment B, Provision A (Vendor Services). Additionally, these vendors will work with the City to provide customized lists of materials for the City's consideration based on the specifications included in Provision B (Collection Development) and any customized collection development services provided by the vendor. Vendors selected to provide shelf-ready

cataloging and processing of audiobooks, CDs, and DVDs will do so based on the relevant City specifications included in Provisions C (Cataloging) & Provision D (Processing).

Attachment B – Detailed Submittal Requirements and Cost Proposal Schedule

Prices shall include all labor, tools, equipment, and materials required to complete the tasks outlined in Attachment A – Scope of Services. All parts and materials not included in proposed maintenance cost should be highlighted in Chapter 6 (Proposal Cost) of the submitted Proposal.

Vendors submitting proposals to supply books and/or audiovisual materials (CDs, DVDs, and audiobooks) to the City should complete the charts and supplemental questions below in Provisions A and B.

Vendors submitting proposals to provide cataloging and materials processing for books and/or audiovisual materials (CDs, DVDs, and audiobooks) for the City should complete the charts below in Provisions C and D.

Provisions A through D

PROVISION A (Vendor Services):

Description	Yes or No	Vendor Notes
Provide multiple accounts based on service specifications to be determined by the Library.		
Provide same terms to be applied to all accounts.		
Vendor ability to accept electronically transmitted orders.		
Apply full discount to all titles for which the publisher provides a full discount to the vendor. (specify discount rates for different material types, as well as discounts for multiple copies of the same title)		
Distribution center located in the western region of the United States or 2-day air delivery.		
Shipment from one or more secondary distribution centers with same terms applied (land delivery is acceptable).		
Ability to place orders and receive invoices electronically utilizing EDIFACT standard.		
10 days fulfillment time from date of order to shipment for books in inventory, including those with processing as described in Provision B, C & D.		

Ship complete orders per Library instruction, partial shipments accepted.		
Vendor ability to provide 95% fulfillment rate on orders placed for in-print books, including those with processing as described in Provision B, C & D.		
Confirmation of status report available immediately upon electronic transmission of order.		
Provide email notification of publication changes - title, publication date, publisher, etc.		
Separation of invoices corresponding to single accounts (will not mix accounts on an invoice).		
Provide one original invoice and a packing list with shipment. Electronic invoices available upon request.		
Ability for Library to determine cancellation cycle with guaranteed return for credit of titles shipped after cancellation.		
Project Manager assigned to library account to oversee all aspects of customer care.		
Toll free phone number and email for customer service including: invoice/billing inquiries, special orders/problems.		
Local sales representative assigned to Library.		
Acceptance of returns, including but not limited to vendor error and defective material.		
Vendor pays return shipping on all accepted returns.		
Added Value Service charges will not be incurred for cancellations or returns.		

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

1. Describe your credit procedures, i.e. procedure for accounting for credit on returned books.
2. Provide a list of non-English language collections for book materials for which you supply complete library services (i.e. catalog of 5,000+ titles, full cataloging & collection development).
3. Provide a list of all publishers you charge a service fee to provide, including the amount of charge per volume.
4. Include samples of the following with your response:
 - a. Invoice
 - b. Packing slip
 - c. Status report
5. Describe further costs, if any, to those listed above. Also include cost incentives, if any.

PROVISION B (Collection Development):

**REDWOOD CITY PUBLIC LIBRARY
POOL OF VENDORS FOR PROVISION OF LIBRARY MATERIALS, COLLECTION DEVELOPMENT SERVICES, AND
LIBRARY MATERIALS PROCESSING**

Description	Yes or No	Vendor Notes
Include online collection development software/internet access with sufficient logins (minimum of 8) for library needs at no extra cost.		
Include customized collection development services at no extra cost.		
Vendor website that provides electronic real-time web-based interface to its inventory and warehouse availability: including the ability to show quantities of items in stock; on order by warehouse location; pre-pub; out-of-stock; out of print and "apply direct" titles.		

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

1. Describe automatic purchase plans and/or customized vendor selection.
2. Describe integration with Collection HQ for Discovery and Selection of materials for:
 - a. Opening Day Collections.
 - b. Books or other materials in non-English languages.
 - c. Electronic books, downloadable audio books and other formats.
3. Describe any additional value added services provided.

PROVISION C (Cataloging):

Description	Yes or No	Vendor Notes
Provide full MARC 21, Level K or higher records for all items, including pre-pub materials, brief MARC not accepted, from OCLC		
Ability to catalog materials to library specifications; including customized MARC 21, Level K, records with item level 949 fields.		
Ability to fulfill customized spine label cutting instructions in an electronic order that override standard spine label cutting instructions.		
Ability to assign Dewey call numbers according to Library specifications/customizations		
Ability to overlay catalog full MARC 21, Level K, records over brief acquisition records in ILS		

Ability to send item records only		
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In addition to the Cataloging requirements listed above, please respond to the items below.

1. Provide the following:
 - a. Source of MARC 21, Level K, records.
 - b. Sample of typical MARC 21, Level K, record.
 - c. Outline of delivery method for MARC 21, Level K, records to customer.
2. Given Library does not accept brief MARC records, describe the cataloging process for materials without existing full MARC 21, Level K, records.
3. Library uses Dewey Decimal System.

PROVISION D (Materials Processing):

Print materials processing			
Cost	Description	Supplier	Library Notes
	Adhesive plastic covers	Vendor	Only for trade paperback books
	Clear plastic jackets	Vendor	Only for hardcover books
	Vendor encoded RFID Tag with 3 letter branch code	Customer or Vendor	Inside back cover, staggering, 1/4" from the spine and 1/4" between tags. Use RCL, SCH, RSH, FAO
	Barcode (No duplicate barcodes on any materials.)	Customer	Back cover, upper right horizontal, 5/8" from side edge and 1/4" top edge, placed under adhesive plastic or jacket cover
	Barcode protector	Vendor	Over barcode, only for board books and library bond books
	Spine label	Vendor	1 x 1 1/2 white label with a call number and / or cutter, on spine of dust cover or book, under adhesive plastic or jacket cover. 1/8" from bottom, centered, for JNF apply vertical reading top to bottom
	Spine label protector	Vendor	Over spine label, only for items with no clear plastic jackets, only for board books and library bond books
	Date stamp	Vendor	BLACK INK stamp the current date on the top edge of the book, close to the spine (left side of page), horizontally, reading from the spine out

	Ownership sticker	Vendor	Sticker – REDWOOD CITY PUBLIC LIBRARY, CA Centered, on title page, below Title and Author, above publisher information, where space allows
	Branch Label	Vendor	Two letter owning branch code written on barcode label, below barcode (FO, SH, RS)
Additional stickers include but are not limited to the following:			
Cost	Description	Supplier	Notes
	MYSTERY	Vendor	Affixed to spine above the call number, and UNDER the spine label protector/clear plastic jacket
	SCIENCE FICTION	Vendor	Affixed to spine above the call number, and UNDER the spine label protector/clear plastic jacket
	ROMANCE	Vendor	Affixed to spine above the call number, and UNDER the spine label protector/clear plastic jacket
	YOUNG ADULT	Vendor	Affixed to spine above the call number, and UNDER the spine label protector/clear plastic jacket
	NEW	Vendor	Centered on spine, at the top of the book <u>OVER</u> the spine label protector/clear plastic jacket
	GENRES FOR JUVENILE BOOKS (various)	Vendor	Affixed to spine above the call number, and UNDER the spine label protector/clear plastic jacket
	HOLIDAY (various)	Vendor	For juvenile books only, affixed to spine above the call number, and UNDER the spine label protector/clear plastic jacket
Accompanying materials processing includes but is not limited to the following:			
	HUB Label with 2 letter branch code and last 4 digits of barcode	Vendor	Attach to any CDs or DVDs. Use RC, FO, SH, RS codes
	Clear CD/DVD pocket	Vendor	Use only if item not attached then, place on inside back cover, centered, if pertinent

			information is on inside back cover, move to back flyleaf or back of last page. DO NOT overlap with RFID tag
--	--	--	--

Audiobook Physical processing				
Cost	Description	Supplier	Placement	Application Notes
	Encoded RFID Tag	Customer	Attach on inside back of graphics, lower right corner	All materials
	RCPL Property label	Vendor	Printed on back cover insert, at the middle of the bottom of the page as space allows.	All materials
	HUB Label with 2 letter branch code and last 4 digits of barcode	Vendor	Attach to center of CD. Use RC, FO, SH, RS codes	
	Repackaging	Vendor		Repackage into standard DMP cases
Audiobook Digital processing				
Cost	Description	Supplier	Placement	Application Notes
	Barcode	Customer	Back of graphic, top banner, lower left corner	All materials
	Branch Label	Vendor	Back of graphics, top banner, to the left of the barcode label, flush with the top edge. Use FO, SH, RS codes	All materials
	Spine label	Vendor	Spine of graphics, flush with the bottom edge	
	Look for Label (2 or more discs)	Vendor	Top banner, front graphics, lower left corner	Only for 2+ disc sets
	Additional spine labels (Genre, New, etc.)	Vendor	Apply on the outside of case above the spine label/genre.	Only for items that meet spec criteria, see Appendix C

Audiobook spine and call number details

1. Refer to table below for font and size specifications
2. Placed flush with the spine's bottom edge
3. Omit punctuation
4. Spell out numbers and exponents
5. Cutter with 1 letter for fiction, and Dewey Decimal plus one letter for author for non-fiction.
Exception: Biographies should have 3 letters of the last name for the subject of the biography.

DVD Physical processing				
Cost	Description	Supplier	Placement	Application Notes
	Encoded RFID Tag with 4 letter branch code (stingray type) -RCAV -SHAV -FOAV -RSAV	Customer	Center of disc; for multi discs item, place tag on 1 st disc	All materials
	If it is a double sided disc, use the donut HUB with 4 letter branch code and last 4 digits of barcode	Vendor	Center of disc	All materials
	Repackaging	Vendor	N/A	Repackage into standard cases for DVD
DVD Digital processing				
Cost	Description	Supplier	Placement	Application Notes
	Barcode	Customer	Back, upper left	All materials
	Spine label	Vendor	Place on spine of the DVD, bottom, centered	1 x 1½ white label
	Look For! label	Vendor	Apply to front left lower corner	Only for 2+ disc sets
	Branch label	Vendor	Two letter owning branch code placed left side of the barcode	Size 3/4" x 1/2"

CD Physical processing				
Cost	Description	Supplier	Placement	Application Notes
	Encoded RFID Tag with 4 letter branch code (stingray type) -RCAV -SHAV -FOAV -RSAV	Customer	Center of disc; for multi discs item, place tag on 1 st disc	All materials
	If it is a double sided disc, use the donut HUB with 4 letter branch code and last 4 digits of barcode	Vendor	Center of disc	All materials
	Repackaging	Vendor	N/A	Repackage into standard DMP cases
CD Digital processing				
Cost	Description	Supplier	Placement	Application Notes
	Barcode	Customer	Back, upper right	All materials
	Spine label	Vendor	Front, upper left	Size ¾ x 1
	Look For! label	Vendor	Apply to lower left corner	Only for 2+ disc sets
	Property label : REDWOOD CITY PUBLIC LIBRARY, CA	Vendor	Back insert	All materials
	Branch label	Vendor	Two letter owning branch code placed left side of the barcode	Size 3/4" x 1/2"

Attachment C – City of Redwood City Contract

**AGREEMENT FOR PROFESSIONAL SERVICES
(Insert Name of Consultant)**

THIS AGREEMENT is made and entered into as of the ____ day of _____,
201_, by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation
of the State of California ("City"), and _____ ("Consultant").

RECITALS

- A. City requires the professional services of a _____.
- B. Consultant has the necessary experience in providing professional services and advice.
- C. Selection of Consultant is expected to achieve the desired results in an expedited fashion.
- D. Consultant has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work. City retains Consultant to perform, and Consultant agrees to render, those services (the "Services") that are defined in attached Exhibit "A," which is incorporated herein by reference. In the event of a conflict between the provisions of Exhibit "A" and the terms of this Agreement, the terms of this Agreement shall prevail. City shall have the right to modify the scope of work to delete tasks in whole or in part.
2. Standard of Performance. While performing the Services, Consultant will exercise the reasonable professional care and skill customarily exercised by reputable members of

Consultant's profession practicing in the urban Northern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. Term. Unless earlier terminated, the term of this Agreement will be effective for a period of _____ from the date first above written. The City Manager may amend the Agreement to extend it for additional periods in an amount not to exceed \$ _____ per _____. Extensions will be based upon a satisfactory review of Consultant's performance, City needs, and appropriation of funds by the City. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. Schedule. Consultant will adhere to the schedule set forth in Exhibit "A", provided, that City in its discretion may grant reasonable extensions of time for the performance of such services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's project schedule and agrees to use its best professional efforts to meet the schedule. City understands that Consultant's performance must be governed by sound practices.

5. Time is of the Essence. Time is of the essence for each and every provision of this Agreement.

6. Compensation. City shall pay to Consultant an amount not to exceed _____ Dollars (\$_____) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by Consultant, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.

6.1 An application for payment form must be submitted to City which shall include the following: a clear, detailed invoice reflecting work being billed for, a summary sheet showing hourly rates, hours worked, percentage of work completed to date, amount/percent billed to

date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates must also be included with the payment requests.

6.2 Consultant shall maintain adequate records and shall permit inspection and audit by City of Consultant's charges under this Contract. Consultant shall make such records available to City during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to City and any specified public agencies. Such records shall be maintained by Consultant for one (1) year following completion of the work under this Contract unless a longer period of time is required by state or federal law, in which event Consultant shall retain its records for the time required by such laws.

6.3. The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to reimburse City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City

makes on behalf of Consultant or any agent, employee, or subcontractor of Consultant for work done under this Agreement. At the City's election, City may deduct the reimbursable amount from any balance owing to Consultant.

7. Status of Consultant. Consultant will perform the Services as an independent contractor and not as an employee of City. The persons used by Consultant to provide services under this Agreement shall not be considered employees of City for any purposes.

8. Subcontracting. Consultant will not subcontract any portion of the Services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the Services, Consultant will be fully responsible to City for the acts and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Consultants. City reserves the right to employ other consultants in connection with the Services.

10. Indemnification. Consultant will defend, indemnify and hold harmless City and its officers, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the Services, caused in whole or in part by the willful misconduct or any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of City.

The Parties expressly agree that any reasonable payment, attorney's fee, cost or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section.

The parties expressly agree that this section shall survive the expiration or early termination of the Agreement.

11. Insurance. Consultant shall obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than "A-:VII".

11.1 Coverages and Limits. Consultant, at its sole expense, shall maintain the types of coverages and minimum limits indicated below, unless otherwise approved by City in writing. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement.

11.1.1 Commercial General Liability Insurance. Consultant shall maintain occurrence based coverage with limits not less than \$2,000,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy shall be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

11.1.2 Business Automobile Liability Insurance. Consultant shall maintain coverage with limits not less than \$1,000,000 per each accident for owned, hired and non-owned automobiles.

11.1.3 Workers' Compensation Insurance. Consultant shall maintain coverage as required by the California Labor Code. The Workers' Compensation policy shall contain an endorsement stating that the insurer waives any right to subrogation against the City, its officers, agents, employees and volunteers.

11.1.4 Employer's Liability Insurance. Consultant shall maintain coverage with limits not less than \$1,000,000 per each accident for bodily injury or disease.

11.1.5 Professional Liability Insurance. Consultant shall maintain coverage with limits not less than \$1,000,000 per occurrence. Professional Liability may be written as claims-made coverage.

11.2. Notice of Cancellation. This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without Consultant providing

thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

11.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Consultant shall provide to City certificates of insurance and above-referenced endorsements sufficient to satisfaction of City's Risk Manager. In no event shall Consultant commence any work or provide any Services under this Agreement until certificates of insurance and endorsements have been accepted by City's Risk Manager.

11.4 Failure to Maintain Coverage. If Consultant fails to comply with these insurance requirements, then City will have the option to declare Consultant in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Consultant is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Consultant or deduct the amount paid from any sums due Consultant under this Agreement.

11.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete copies of any or all required insurance policies and endorsements.

12. Business License. Consultant will obtain and maintain a City of Redwood City Business License for the term of the Agreement, as may be amended from time-to-time.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

14. Ownership of Documents. Any reports and other material prepared by or on behalf of Consultant under this Agreement (collectively, the "Documents") shall be and remain the property of Consultant. City may request copies of such Documents, and to the extent Consultant agrees to provide copies of such Documents, they may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem appropriate without further employment of or payment of any compensation to Consultant.

15. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in City and Consultant relinquishes all claims to the copyrights in favor of City.

16. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Consultant under this Agreement.

For City:

City of Redwood City
Attention: City Manager

1017 Middlefield Road
Redwood City, CA 94063
(650) 780-7000

For Consultant:

Name _____
Title _____
Address _____

Phone No. _____

Except as otherwise stated, all notices to be provided or that may be provided under this Agreement must be in writing and delivered by regular and certified mail. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

17. Conflict of Interest. If disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Consultant or any of Consultant's employees, agents, or subcontractors, Consultant or Consultant's affected employees, agents, or subcontractors shall complete and file with the City Clerk those schedules specified by City and contained in the Statement of Economic Interests Form 700.

Consultant, for Consultant and on behalf of Consultant's agents, employees, subcontractors and consultants warrants that by execution of this Agreement, that they have no interest, present or contemplated, in the projects affected by this Agreement. Consultant further warrants that neither Consultant, nor Consultant's agents, employees, subcontractors and consultants have any ancillary real property, business interests or income that shall be affected by this Agreement or, alternatively, that Consultant shall file with City an affidavit disclosing this interest.

18. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Consultant's Services with all applicable laws, ordinances and regulations.

19. Discrimination and Harassment Prohibited. Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

20. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Consultant in writing pursuant to the notice provisions of this Agreement.

If City decides to abandon or postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Consultant pursuant to the notice provisions of this Agreement. Termination will be effective immediately upon notification.

Either Party upon tendering thirty (30) days written notice to the other party may terminate this Agreement.

Within 10 days of termination Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work

performed up to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make a determination of final payment based upon the value of the work product delivered to City and the percentage of the services performed.

21. Covenants against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. Claims and Lawsuits. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges disbarment by another jurisdiction is grounds for City to terminate this Agreement.

23. Jurisdiction and Venue. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Mateo, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Consultant without the prior consent of City, which will not be unreasonably withheld.

25. Paragraph Headings. Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof.

26. Entire Agreement. This Agreement, together with any other written document referred

to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order and any other attachment or exhibit. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

27. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

CITY: City of Redwood City,
1017 Middlefield Road
Redwood City, CA 94063

By: _____

ATTEST:

Silvia Vonderlinden, City Clerk

CONSULTANT: [NAME]
[ADDRESS]

*By: _____ **By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, or
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO or Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

EXHIBIT "A"

SCOPE OF SERVICES

Itemized List of what Consultant will do for City and at what price and schedule.

DRAFT