

CAPITAL AREA DISTRICT LIBRARY

401 S. CAPITAL AVE., LANSING, MI 48933
(517) 367 – 6300

Request for Proposals: CADL Discovery Service

1 INTRODUCTION

1.1 Objective

The Capital Area District Library (hereinafter referred to as CADL) requests proposals from qualified discovery service vendors to partner with us to provide comprehensive discovery of resources and services in and outside our ILS, a means of access to digital content, and the ability to place holds, renew items and other account management functions.

1.2 Selection Process

CADL expects to work with one of the several vendors who have developed discovery platforms for public libraries. The full response will consist of completing the attached survey by the proposal deadline about the functionality of your solution per CADL's requirements, customization options, ongoing support, pricing, and information about obtaining demonstrations and testing. Finalists will provide demonstrations to a committee of CADL staff. Based on functionality, price, and value, a recommendation for purchase will be made to the CADL Board of Directors at their September meeting.

1.3 Schedule

July 1, 2022	Release of RFP
July 22, 2022 by 5:00 pm EDT	Proposals submissions due
August 1-31, 2022	Demonstrations by finalists
September 9, 2022	Recommendation submitted to Finance Committee of Board
September 21, 2022	Board Meeting and Vote

1.4 Questions about the RFP

Address all questions via email to Thais Rousseau, CADL Collection Development Director, at rousseaut@cadl.org

2 PROPOSALS

2.1 Cover Letter

A cover letter with the following information is required:

- The company name, address and telephone and fax numbers of the corporate headquarters and local office, if applicable, of the firm submitting the proposal.

- A brief profile of your firm, how long it has been in business, and the range of services it offers.
- The name(s), phone number(s), email address(es) of the person or persons who will serve as the firm's principal contact with CADL and be authorized to make representations on behalf of the bidding firm.
- The library names, contact names, phone numbers, email addresses and website URLs of 3 customers similar to CADL for whom you are currently providing services.
- Signature of the person having the proper authority to make the proposal for the firm.

2.2 Proposal

Your proposal consists of completing the attached survey. It is a Word document with fillable fields. If you need a different format, please contact Thais Rousseau as outlined above.

You are also welcome to include other information as you see fit.

2.3 Submission of Proposal

All proposals must be submitted in writing by mail, email attachment, or personal delivery. Offers communicated by telephone will neither be accepted nor considered.

Bid proposal documents shall be submitted in a sealed, opaque envelope or as attachments to email. It must be clearly labeled as: **RFP Response – CADL Discovery Service** on the envelope or in the subject line. The bidder's company name and address must be printed on the envelope or in the body of the email to which the proposal is attached. Proposals that are not submitted in one of these two ways will not be considered.

The proposals must be received by CADL **no later than 5:00 p.m., Eastern Time, on Friday, July 22, 2022**. The Bidder is responsible for the means of delivering the proposal documents on time to the location listed below.

Email to:

Thais Rousseau
rousseaut@cadl.org

Receipt will be acknowledged
by return email

Mail to or drop off in person at:

Capital Area District Library
Attn: Thais Rousseau
Administrative Offices, 3rd Floor
401 S. Capital Ave
Lansing, MI 48933

2.4 Proprietary Information

After the contract is awarded, all proposals will be open for public inspection, to the extent permitted by law. If a Bidder does not desire proprietary information in the proposal to be disclosed, they are required to identify all proprietary information in the proposal and supply the reason(s) for such designation. The identification will be done by: (a) individually marking each page with the words "Proprietary Information" on which such proprietary information is found or (b) segregating all information designated as proprietary into a separate section or document. The entire document may not fall within the confines of proprietary information. CADL's preference is for the Bidder to segregate all information designated as proprietary into one separate section/document for easier removal. If the Bidder fails to identify proprietary information, it agrees that by submission of its proposal that all sections shall be deemed non-proprietary and made available upon public request.

2.5 Completeness of Proposal

Statements made by a Bidder shall be without ambiguity, and with adequate elaboration, where necessary for clear understanding.

2.6 Withdrawal of Proposal

A Bidder's proposal may be withdrawn by a duly authorized representative of the Bidder at any time prior to the proposal submission deadline, upon presentation of acceptable identification that they are a representative of such Bidder.

2.7 Contract Incorporation

Bidders should be aware that the contents of the successful proposal will become a part of the subsequent contractual documents. Failure of a Bidder to accept this obligation may result in the cancellation of any award. Any damages occurring to CADL as a result of the Bidder's failure to contract may be recovered from the Bidder.

2.8 Other Contractual Considerations

2.8.1 Compliance with Laws and Regulations

The Vendor shall comply with applicable Federal, state, and local laws, rules and regulations. The Vendor shall give required notices, shall procure necessary governmental licenses, permits, and inspections, and shall pay without burden to CADL all fees and charges in connection with this project. In the event of violation, the Vendor shall pay all fines and penalties, including attorney's fees, and other defense costs and expenses.

2.8.2 Safety

As applicable and relevant herein, the Vendor shall take necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Vendor shall at all times comply with the regulations set forth by Federal, state, and local laws, rules and regulations and all applicable state labor laws, regulations and standards.

2.8.3 Indemnification

As applicable and relevant herein, the Vendor shall indemnify and hold harmless CADL, its agents and their employees from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operation connected with this Contract; or by consequences of any negligence (excluding negligence by CADL, its agents or their employees) in connection with the same; or by use of any improper materials or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants, or their employees.

The Vendor further agrees to indemnify and hold harmless CADL, its agents or their employees, against claims or liability arising from or based upon the violation of any Federal, state, county, city or other applicable laws, bylaws, ordinances, or regulations by the Vendor, its agents, associates, or their employees.

2.8.4 Liability and Insurance

As applicable and relevant herein, the Vendor shall assume the full duty, obligation, and expense of obtaining and maintaining necessary insurance. The Vendor shall provide and maintain in force during the life of this Contract the following insurance coverage:

- General Liability Insurance of at least \$500,000 per occurrence and \$1,000,000 for all occurrences.

- Professional Liability Insurance (also known as "errors and omissions" coverage) of at least \$100,000 per occurrence.
- Worker's Compensation and Employer's Liability Insurance with minimum limits as required by the State of Michigan but in no case less than \$100,000.

Should there be a need for on-site Vendor personnel or representatives to conduct work related functions at or on CADL premises (all inclusive), and as applicable and relevant herein, the Vendor shall furnish to CADL a Certificate of Insurance which specifically names CADL as a named insured under the policy.

2.8.5 Special Conditions

No smoking is permitted in any of the Capital Area District Libraries. The Vendor will be required to work around all of the conditions listed above as well as working with the CADL staff to minimize disruptions to normal library activities.

2.8.6 Choice of Law

This agreement shall be governed by and interpreted exclusively in accordance with the laws of the State of Michigan. The parties hereto irrevocably agree that any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of Michigan in the County of Ingham or of the US District Court - Western Michigan. By the execution and delivery of this Agreement, the parties hereto irrevocably submit to the jurisdiction and venue of such courts.

3 SELECTION PROCEDURES

All proposals shall be evaluated by CADL in accordance with the criteria and procedures identified herein.

3.1 Further Negotiation

CADL reserves the right in its sole discretion to make a selection on the proposal or to further negotiate with one or more of the respondents without limiting any of its rights described in any section of the RFP.

3.2 Clarification

CADL may at its discretion and at no fee to CADL, invite any Vendor to appear for questioning during response evaluation for the purpose of clarifying statements in the response.

3.3 Award Without Further Discussion

CADL reserves the right to award work without further discussion. Therefore, responses should be submitted initially with the most favorable terms that the Vendor can propose.

3.4 Right to Accept or Reject All or Part

CADL also reserves the right to waive formalities and to accept or reject any and all or part of any and all proposals.

3.5 Price is Not Sole Factor

Although price is of prime consideration, it is not the sole determining factor. CADL reserves the right to award the contract to the most responsible bidder or the bidder offering the best value, not necessarily the lowest price.

3.6 Criteria

The determination of the most qualified and most competitively priced proposal may involve all or some of the following factors: price, thoroughness of the proposal package, conformity to specifications, terms of payment, terms of delivery, other costs, experience and other objective and accountable factors which are reasonable.

4 PROPOSAL TERMS AND CONDITIONS

4.1 No Financial Obligations

This RFP is only an invitation to submit proposals and does not commit CADL in any way to enter into contract agreement. In addition, the issuance of the RFP does not obligate CADL to pay any costs whatsoever incurred by a respondent in connection with this RFP, including without limitation (a) the preparation and presentation of a proposal, (b) any supplements or modification of the RFP or (c) negotiations with CADL or any other party arising out of or relating to the RFP or subject matter of the RFP.

4.2 Amendments to RFP Process

CADL expressly reserves the right at any time, from time to time or its own convenience, in CADL's sole discretion, to do any or all of the following:

- a. Waive or correct any immaterial defect or technical error in any response, proposal, or proposal procedure, as part of the RFP or any subsequent negotiation process.
- b. Reject any and all proposals, without indicating any reason for such rejection.
- c. Request that certain or all responders to the RFP supplement or modify all or certain aspects of the information or proposals submitted.
- d. Reissue a Request for Proposals.
- e. Procure service by any other means.
- f. Modify the selection procedure, the scope of the proposed project or the required responses.
- g. Extend deadlines for accepting responses, request amendments to responses after expiration of deadlines, or negotiated final agreement, and
- h. Negotiate with any, all or none of the respondents to the RFP.

4.3 No Kickbacks or Bribes

By submitting a proposal, the respondent certifies to CADL that the respondent has not paid nor agreed to pay and will not pay any fee or commission, or any other thing of value contingent on the award contract to any CADL employee or official, or to any contracting consultant hired by CADL for purposes of the project.

4.4 Board Approval

The Contract agreement will require the approval of the Library Board in their sole and absolute discretion. As part of the approval process, the successful respondent may be required, at its sole expense, to prepare and provide documents or exhibits and make presentations associated with the contract as required by such bodies prior to the execution of the contract.

4.5 Firm Offer

All aspects of a proposal must be firm for a minimum period of 90 days following the proposal.