



Buffalo & Erie County Public Library
Request for Proposal:
For
Buffalo & Erie County Public Library System Database Packages

Release Date: March 18, 2015

Deadline for Submission and Opening Date and Time: **April 22, 2015 @ 2:00 pm ET**

Refer to Section 8, RFP Timeline for the complete RFP schedule

For additional information, please contact:

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Refer to Section 9 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFP #1506VF

Vendor Must:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Tab III of the Technical Proposal.

V1	Company Name	
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V2	Street Address	
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V3	City, State ZIP	
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V4	Telephone Number	
	Area Code:	Number:

V5	Facsimile Number	
	Area Code:	Number:

V6	Toll Free Number	
	Area Code:	Number:

V7	<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>	
	Name:	
	Title:	
	Address:	
Email Address:		

V8	Telephone Number for Contact Person	
	Area Code:	Number:

V9	Facsimile Number for Contact Person	
	Area Code:	Number:

V10	<i>Name of Individual Authorized to Bind the Organization</i>	
	Name:	Title:

V11	<i>Signature (Individual must be legally authorized to bind the vendor)</i>	
	Signature:	Date:

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A Request for Proposal process is different from an Invitation to Bid. The Buffalo & Erie County Public Library (B&ECPL) expects vendors to propose creative, competitive solutions to the stated problem or need, as specified below. Vendors' technical exceptions and/or assumptions should be clearly stated in Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP. Vendors' cost exceptions and/or assumptions should be clearly stated in Attachment H, Cost Proposal Certification of Compliance with Terms and Conditions of RFP. Exceptions and/or assumptions will be considered during the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered. The B&ECPL reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the B&ECPL

1. OVERVIEW OF PROJECT

The purpose of this Request for Proposals (RFP) is to solicit proposals to enter into a contract with a qualified supplier(s) to obtain database products and related digital content that address a variety of information needs for youth and adults for the Buffalo & Erie County Public Library, hereafter referred to as B&ECPL. The companies submitting proposals in response to this RFP will hereafter be referred to as “vendors”.

Responses to this RFP will be scored in two different categories:

- **Comprehensive Databases** include general reference material, scholarly journals and periodicals designed for broad use by multiple age groups and skill levels (high school-, college, adults) and including multiple topics or disciplines.
- **Individual Products** include specific databases or collections designed for a specific level (student, adult) or specific topic or discipline. Vendors may submit multiple proposals, but should identify the category to which they are proposing.

B&ECPL is examining several alternatives of providing Library Databases and may decide, after reviewing proposals submitted, to award some or all of the RFP to one or multiple vendors or not to enter into any agreement.

Background:

This Request for Proposals (RFP) is intended to elicit proposals from online content suppliers for licensing Internet web-based access to one or more commercial electronic online products hosted by the vendors for all Buffalo & Erie County Public Library locations and for all Buffalo & Erie County Public Library cardholders remotely via the Internet for a potential period of up to two (2) years, with the option to renew for up to two (2) additional one (1) year periods. Initial term start dates will vary to align with expiration dates of currently licensed products or a date negotiated between the successful vendor(s) and the Library. Regardless of the initial term's start date, the initial term end date shall be March 31, 2017. The two renewal periods, if exercised, would cover April 1, 2017 – March 31, 2018 and April 1, 2018 – March 31, 2019.

Publishers of online content, value added resellers, or third party vendors representing periodical, encyclopedia, directory, reference, electronic collections, newspaper, newsletter, and language learning content are all welcome to submit proposals. B&ECPL aims to achieve the best value for the B&ECPL and broadest mix of information while ensuring stable access to content, long-term sustainability, and mechanisms for expansion.

The product(s) selected through this RFP process will serve as the core group of databases of a coordinated B&ECPL system wide program that provides access to electronic content for the Buffalo & Erie County Public Library system and its cardholders (presently, there are approximately 300,000 registered B&ECPL cardholders. B&ECPL system wide access serves to ensure equity of electronic information resources for all cardholders, regardless of where they live. The Buffalo & Erie County Public Library is seeking the broadest array of general, K-12, scholarly, and consumer, predominantly full-text information, including multimedia files that the budget will allow.

Content of prime interest includes general periodicals, encyclopedias (especially appropriate for K-12) and other reference books, scholarly journals (academic level), biographies, and newspapers, as well as content in the following subject areas: consumer health, nursing and allied health, art, history, literature, literary criticism and readers’ advisory, science and technology, language learning, small business development, employment assistance, business intelligence, car repair, foundations and genealogy.

B&ECPL will procure and administer contract(s) with selected vendors for the B&ECPL system wide licensed electronic resources depending on the funding available and the products selected. All billings for the chosen B&ECPL system wide contract products will be addressed to the B&ECPL for services provided under the selected vendor(s) contract.

There are approximately 37 libraries that will be participating. Individuals will use the database product from their libraries or from remote locations. Their use of the system from remote locations will be dependent on their validated status as a library patron, or as an Erie County resident when applicable or through a login.

2. ACRONYMS / DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

Acronym	Description
<i>Abstracts</i>	Indexes that include a brief summary – called an “abstract” – of each article following the basic citation.
<i>Assumption</i>	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
<i>Awarded Vendor</i>	The organization/individual that is awarded and has an approved contract with the B&ECPL for the services identified in this RFP.
<i>Category</i>	A distinct library database package category in which a proposer may submit a proposal.
<i>Citation</i>	The pertinent information needed to find the full text of a publication. Citation of an article in a periodical generally includes author(s), article title, source journal title, volume, pages, and date.
<i>Comprehensive Databases</i>	Includes general reference material, scholarly journals and periodicals designed for broad use by multiple levels (high school, college, and adult) and including multiple topics or disciplines.
<i>Confidential Information</i>	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal.

Acronym	Description
<i>Contract Approval Date</i>	The date the B&ECPL officially approves and accepts all contract language, terms and conditions as negotiated between the B&ECPL and the successful vendor as evidence by the B&ECPL Board of Trustees Authorized Representative executing the contract.
<i>Contract Award Authorization Date</i>	The date when successful vendors are notified that the B&ECPL Board of Trustees has authorized its representative to negotiate and execute a contract.
<i>Contractor</i>	The company or organization that has an approved contract with the B&ECPL, for services identified in this RFP. The contractor has full responsibility for coordinating and controlling all aspects of the contract. The contractor will be the sole point of contact with the B&ECPL relative to contract performance.
<i>Cross Reference</i>	A reference from one document/section to another document/section containing related material.
<i>Curriculum-Based</i>	These computerized, web-accessible resources create a bridge between the Library and classroom by providing K-12 students with current and informative research and/or resources that addresses curriculum core content and framework strands. They are typically subject-oriented or content specific. The databases provide content standard searching and lesson planning, help instructors explore resources available in libraries, and expand classroom activities with current newspaper and magazine articles, e-books, multimedia content, primary source documents and links to educational websites.
<i>Database</i>	A searchable electronic catalog or index containing information about published items or the full text of the published item.
<i>Evaluation Committee</i>	An independent committee comprised of B&ECPL representatives established to evaluate and score proposals submitted in response to the RFP.
<i>Exception</i>	A formal objection taken to any statement/requirement identified within the RFP.
<i>Full text</i>	The complete text (including graphics or pictures) of each referenced article is available for online viewing, printing, or downloading.
<i>General reference material</i>	Resources presenting a balanced overview and factual information about commonplace subjects, issues and topics. Examples include, but are not limited to, encyclopedias, almanacs, dictionaries, handbooks, etc.
<i>Geolocation</i>	Identification of a user based on referring IP address and geography.
<i>Individual Products</i>	Specific databases or collections designed for a specific level (student, adult) or specific topic or discipline.
<i>IP Authentication</i>	Permissions allocation based on referring IP address.
<i>Key Personnel</i>	Vendor staff responsible for oversight of work during the life of the project and for deliverables, as applicable.
<i>Library discovery services</i>	Systems that use centralized indexing and a discovery layer to provide a single search across a library's local, open-access collections, and subscription collections.
<i>LOI</i>	Letter of Intent - notification of the B&ECPL's intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
<i>May</i>	Indicates something that is not mandatory but permissible.
<i>Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>NOA</i>	Notice of Award – formal notification that the B&ECPL Board of Trustees has

Acronym	Description
	authorized its representative to negotiate and execute a contract, any non-confidential information becomes available upon written request.
<i>Eastern Time (ET)</i>	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be the U.S. <i>Eastern</i> Time Zone.
<i>Packages</i>	A collection of databases or electronic resource material.
<i>Peer reviewed</i>	A journal's featured articles are examined by people with credentials in the article's field of study before it is published.
<i>Popular Magazines</i>	Usually written for a fairly general audience. Includes information which tends to be less detailed or authoritative. Reports events, the author's opinion or simplified versions of the finds of others. Footnotes and bibliographies are rarely included. Articles usually provide some general overview information on current events, issues and trends.
<i>Professional Journals</i>	Typically reports on developments in a particular profession, trade or industry. Content is oriented to those who are either in the field or who have a particular interest in the subject matter. Usually does not include original research. The writing tends to be less complex and technical than a scholarly journal.
<i>Professional Reviewers</i>	Library personnel with subject matter expertise who will conduct a deeper analysis of products through a 30-day trial period.
<i>Proposal</i>	A written response to this RFP.
<i>Proprietary Information</i>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract.
<i>Public Records</i>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied pursuant to the New York State Freedom of information Law (Public Officers Law, Article 6, §84-90). For more information see: http://www.dos.ny.gov/coog/foil2.html .
<i>RDA</i>	Resource Description and Access, a recently adopted standard for library cataloging.
<i>Redacted</i>	The process of removing confidential or proprietary information from a document prior to release of information to others.
<i>RFP</i>	Request for Proposal; a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection.
<i>Scholarly Journals</i>	Subject coverage tends to be more specialized. Articles reflect the most recent or original research in a particular academic area. Most scholarly journals are referred with articles reviewed by an editorial board made up of scholars or authorities in the field or peer-reviewed.
<i>Shall</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the B&ECPL may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>Subcontractor</i>	Third party, not directly employed by the vendor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the vendor.
<i>Subject</i>	Typically reports on developments in a particular subject area. Content is

Acronym	Description
<i>Magazines</i>	oriented to those who are either in the field or who have a particular interest in the subject matter. Usually does not include original research. The writing tends to be less complex and technical than a scholarly journal.
<i>Trade Secret</i>	The B&ECPL understands that New York courts have adopted the definition of trade secret from Section 757 of the Restatement of Torts: "A trade secret consists of a formula, process, device, or compilation which one uses in his business and which gives him an opportunity to obtain an advantage over competitors who do not know or use it." The Restatement of Torts explains further that a trade secret differs from other secret information in a business in that it is not simply information about single or ephemeral events, but rather a process or device for continuous use in the operation of the business.
<i>Trial Period</i>	Means access to the product(s) in its production environment by the review committee. The trial period may be required of select vendors after an initial review and ranking by the review committee.
<i>Vendor</i>	Organization/individual submitting a proposal in response to this RFP.
<i>Will</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

3. SCOPE OF WORK

3.01 B&ECPL will contract with vendor(s) who provide a mix of electronic content, addressing a variety of topics and audiences. The vendor(s) will provide access to the content, which they will continue to host, upon authentication (through library card, username & password, and/or IP address). Access to the content will be available to all B&ECPL cardholders and staff to access through a link on the B&EPL's web page (authenticating with one of the methods above) including through the library's website. Access for all users at B&ECPL public library sites must also be addressed in the proposal. **Any exceptions/restrictions to this coverage must be clearly noted in the response.**

3.02 Vendors whose proposals score high in Demonstrated Technical Capabilities may be required to provide additional access to their product(s) for a 30-day evaluation by members of the review committee. Please be prepared to provide the project manager with a trial User ID and password to the products being proposed upon request by the project manager, with allowable access of 30 days.

3.03 Pricing proposals should be for access from all B&ECPL library locations and for all B&ECPL Library cardholders. Any exceptions/restrictions to this coverage must be clearly noted in the response. See Attachment H.

3.04 Requested Content Materials

The following is a list of content that should be provided (vendors may propose one or more content areas but should identify as such):

Comprehensive Databases to include:

- **3.04.1 Reference Database (High School and Adults):** For secondary school, undergraduate, and graduate-level scholarly research in key areas of academic study to include comprehensive

multi-disciplinary content, academic peer-reviewed journals, full text, periodicals, reports, books, and multiple academic disciplines.

- **3.04.2 Reference Materials (K-8):** Content to include: Encyclopedias, biographies and reference materials, full-text magazines and newspaper articles, primary source documents, maps and image collections, culture and country reports, or science experiments, geared toward a specific age/grade group. Note: Search features should include Lexile reading levels.
- **3.04.3 Reference Materials (High School and Adults):** Content to include: Encyclopedias, biographies, almanacs and reference materials, primary source documents, maps and image collections geared at a general audience. Note: May be a general collection, or a specialized collection such as science or literature; may provide topics with related articles from multiple perspectives.

Individual Products may include:

- **3.04.4 Automobile Repair Content to include:** Comprehensive and up-to-date vehicle maintenance and repair information, covering each decade through the most current model year. Identify that year and the information available. Should include most major manufacturers of domestic and imported vehicles, as well as print capability that includes sized for print and/or blowup options. Diagrams viewed online must have zoom option for ease of viewing. Search function must be streamlined, utilizing, for example, drop-down menus, enabling quick navigation and reducing search times, and breadcrumb navigation, making it easy for the user to retrace search steps or jump from page to page quickly.
- **3.04.5 Directory (business and residential):** United States and nationwide business directory information, inclusive of more than 10 million businesses, to include search by name, yellow page heading, Standard Industrial Classification/North American Industry Classification System (SIC/NAICS), executive name, address, phone number, including reverse lookup, city, state, ZIP code, radius search, or user-created map. Business search must include search by public or private status, sales volume, number of employees, female/minority owned, executive position, headquarters, branch or subsidiary status, and type of business. Residential search must include search by consumer or residents based on demographic data, and hobbies, lifestyles or interests. Must include customized mapping for creating user-defined areas with the ability to download contact information for businesses and/or residents. Records must include month and year of latest verification.
- **3.04.6 Electronic Magazines/Newspapers: Content to include:** Current popular magazines / newspapers in digital format. Note: Format should allow patrons to view full page content of the entire publication in its original print layout design. Product should support cropping and zooming.
- **3.04.7 Electronic Books:** Digital illustrated and picture books, chapter books, graphic novels, literary non-fiction, photo and informational texts covering a wide range of genres and content areas that support the New York State Content Standards (Common Core); should include educator resources and strategies for classroom implementation, Lexile framework information, and mechanisms for tracking individual and class reading metrics. Products for academic and public library patrons will also be considered.

- **3.04.8 Encyclopedia:** Content to include: Full-text encyclopedia and related articles and materials. Note: May be comprehensive, or address a topic area.
- **3.04.9 Foreign Language Instruction: Content to include:** Instructional materials for foreign languages and English as a Second Language. A broad range of major and critical languages should be included, and ESL courses should be taught in the native languages. Should include reading, speaking, and listening components.
- **3.04.10 Genealogy: Content to include:** Census, church, court, military and immigration records from the United States, local and family history books, obituaries, and genealogical periodical indices. Note: May include materials from additional countries.
- **3.04.11 Homework Help: Content to include:** Online homework assistance specific to grade level and subject. Subject specialists should be provided, with an online workspace for interactive help.
- **3.04.12 Investment and Business Resources: Content to include:** Financial data on stocks and mutual funds; company and industry news and information, brand information, rankings, investment reports, company histories, chronologies, human resources law case digests, and full-text magazines, journals, and newsletters. Also, directory information of publicly and privately owned companies in the United B&ECPLs, as well as financial data, company profiles, strengths, weaknesses, opportunities and threats (SWOT) analyses, case studies.
- **3.04.13 Job Search Resources: Content to include:** Profiles of jobs and industries; advice on career skills, job searching; resumes and cover letters; and higher education advice.
- **3.04.14 Legal Information: Content to include:** Topical reference addressing a wide variety of legal categories, access to statutes, as well as legal forms.
- **3.04.15 Newspapers: Content to include:** At a minimum, full-text access to the *Buffalo News* going back at least 1989 to present..
- **3.04.16 Reader Resources: Content to include:** Expert book reviews, professional and educator resources, plot summaries and book club information, literary criticism, author biographies, read-alikes, and recommendations. Search should include ability to search by fiction and nonfiction, genre, grade level, reading level, Lexile score, award winners, series, read-alikes, and author's demographic characteristics (for example, gender or nationality).
- **3.04.17 Test Preparation: Content to include:** Practice standardized tests, including, for example, ASVAB, SAT/PSAT, ACT, GED, TEAS, TOEFL, industry-specific exams, and others. Tests should include all levels from K through adult. Additional materials should include course guides and skills improvement. Additional content in Spanish or other languages is desirable.
- **3.04.18 Other:** Other products such as media intended for library patrons that would have broad appeal to the residents of Erie County.

3.04.18 Technical Proposal – Requirements

Introduction: B&ECPL’s requirements for Library Database Packages are identified in this section. Vendor should respond to the requirements as set forth therein. Proposals must provide information in the same order as presented in this document and with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Vendor in preparing a thorough response.

Proposals should be straightforward and concise and provide clear explanations of technical terms that are used. Emphasis should be focused on responding to the RFP requirements, on providing a complete and clear description of the Proposal, and conforming to the RFP instructions. If a complete response cannot be provided without referencing supporting documentation, such documentation should be provided with the Proposal indicating the section where the supplemental information can be found. Proposals that merely offer “to provide services as described in this RFP” may be considered non-responsive and may not be considered for further evaluation.

Whenever the verb “describe” is used, please substitute “briefly describe,” and keep descriptions succinct, while providing adequate information to explain whatever is being described. When expressions like “e.g.,” or “such as” are used, the items which follow are to be treated as examples of the concept in question, and not necessarily as an exhaustive list. Responses should address the concept in its entirety, and should not be limited to the specific examples provided.

Mandatory Requirements

Requirements set forth in this Section are mandatory and indicate the minimal requirements that must be addressed by the Vendor, capabilities that must be provided, or minimum performance levels that must be met by the Vendor. These requirements will be evaluated on a Pass/Fail basis. Those proposals not passing this evaluation level **may be eliminated** from further evaluation. To respond to this section, indicate Yes or No if the proposed product(s) meet this requirement. Additional detail should be included in the response column in the table below. Each of the rows in the table below is expandable to accommodate responses to the questions.

<i>Index</i>	Mandatory Requirements	Yes	No	Response
<i>1</i>	Web-based products: databases must be accessible and fully functional via the Internet and viewable using a standard Internet browser (e.g., full support of IE, Firefox, Safari, and Chrome). Are the products in your proposal web-accessible on all types of devices (iOS, Androids, tablets and computers)?			
<i>2</i>	Full production products: databases shall be versions that are fully implemented and thoroughly tested. Alpha and beta tested products shall not be allowed under this contract. Is the product in full production release?			

3	Copyright & Royalty Fees: Copyright security and costs are solely the responsibility of the vendor. B&ECPL assumes no copyright security responsibilities.			
4	Remote Access: Remote access is defined as access from locations other than library buildings. Does this proposal include a remote access option? If pricing for said option includes an additional charge, is said charge clearly delineated in the proposal?			
5	Unlimited Use: Pricing as proposed must be for unlimited use by all B&ECPL libraries and their patrons. Are prices for unlimited use?			
6	Results Output Options: Is the end user able to print, download and e-mail results of database searches, at no additional charge?			
7	Training: Preferences for startup training – varying levels of training, including webinars, for all types of urban and rural libraries within the time frame of implementation. On an annual basis, vendor must be prepared to provide at least one training webinar at no additional charge. To respond to this point, indicate your commitment to this minimum level of training.			

Demonstrated Technical Capabilities:

To respond to this section, write a brief description for each requirement in the response column of the table below. Each of the rows in the table below is expandable to accommodate responses to the questions. Vendors may include links to websites. Vendors whose proposals score high in Demonstrated Technical Capabilities may be required to provide additional access to their product(s) for a 30-day evaluation by the review committee.

<i>Index</i>	<i>Requirement</i>	<i>Response</i>
A	Description of Product (s)	
A-1	Description: provide a description (300 words or less) of the product(s) you are proposing. State whether this is a comprehensive package with a variety of databases or an individual product or database.	
A-2	Briefly state the total number of titles indexed as well as the number of full text titles in the proposed package(s). Provide title lists in electronic form or include title list web links for reference.	
A-3	Briefly describe the date coverage of titles in this package. You may include web links for reference.	
A-4	Describe content appropriate to children and students (K-8, 9-12) including search interface design, reading levels, content filters and the ability to limit or search by reading level. Note any correlations to New York State Common Core Learning Standards located at https://www.engageny.org/resource/new-york-state-p-12-common-core-learning-standards or any teaching material that is included.	
A-5	Describe full-text formats e.g., text, text + graphics, page image, etc., available for the full text content and the number and percentage of full-text titles for which each format is available. If proposing a full-text newspaper database, list the titles of the newspapers supplied which originates from New York State and Buffalo/Erie County, including dates of coverage. If proposing an encyclopedia, specify its amount of full-text content, its copyright date, and plans for maintaining its currency.	

<i>Index</i>	<i>Requirement</i>	<i>Response</i>
<i>B</i>	<i>Citation Information</i>	
<i>B-1</i>	What citation information appears with each item retrieved during a search?	
<i>B-2</i>	Are standard citation styles available for each document, and if so, which formats?	
<i>B-3</i>	Is your product(s) compatible with third party citation management programs (if so, specify which programs)?	
<i>Index</i>	<i>Requirement</i>	<i>Response</i>
<i>C</i>	<i>Search Interface & Functionality:</i>	
<i>C-1</i>	Describe the search interface for the product(s) being proposed.	
<i>C-2</i>	List and describe supported iOS and Android Apps that are currently available for the product(s) on portable devices.	
<i>C-3</i>	Describe any search widgets or similar services available to libraries that would enhance access to the product(s).	
<i>C-4</i>	Describe any social networking functionality or features included.	
<i>C-5</i>	Describe any other significant search interface functions or features.	
<i>C-6</i>	Describe any linking and link resolving capabilities provided at no additional cost by the proposed product(s).	
<i>C-7</i>	Describe any federated or "discovery" features or functionality in the product(s) and included for no additional charge. List any discovery systems that currently interface with your product. If additional functionality is available for an additional charge, such functionality may be described here, with additional charges enumerated in the pricing proposal.	

<i>Index</i>	<i>Requirement</i>	<i>Response</i>
<i>D</i>	<i>Usage Statistics</i>	
<i>D-1</i>	Describe/list the variety of statistics available (total sessions/logins, overall number of citation and/or full-text requests, etc.)	
<i>D-2</i>	Are statistics reports available in an electronic format that can be easily imported into a spreadsheet?	
<i>D-3</i>	Describe the time intervals for which statistics can be generated (monthly, annually, etc.). For how many prior years are statistics available?	
<i>D-4</i>	Can statistics be obtained by B&ECPL without vendor intervention whenever desired?	
<i>D-5</i>	Can statistical reports be set to run automatically and be emailed to B&ECPL at set intervals?	
<i>D-6</i>	Describe the relevant metadata included in statistical reports such as the title of the report, the time period covered by the report, and other report parameters.	
<i>D-7</i>	Are the statistics Counter compliant? If not, when will they be?	
<i>D-8</i>	Can the statistics be generated and emailed to B&ECPL by the 8 th of the following month?	
<i>Index</i>	<i>Requirement</i>	<i>Response</i>
<i>E</i>	<i>Authentication</i>	
<i>E-1</i>	List and describe all authentication methods that are available for authenticating users of the service.	
<i>E-2</i>	It is expected that the vendor will provide access via authentication currently in use by consortium/library systems including IP authentication, library card number/barcode, user ID/Password. List and explain any authentication methods unsatisfactory to the vendor.	
<i>E-3</i>	Describe whether or not vendor has any constraints on viewing, downloading, and printing by authorized users other than standard copyright considerations.	

E-4	It is desirable to provide direct access to the residents of Erie County without the intervention of library authentication requirements while still allowing access via library card number to accommodate patrons while traveling, etc. Describe geolocation or similar techniques to accomplish this. If this approach would result in an additional cost for the service vs. authentication to library location and/or library card, Note that distinction here AND clearly delineate the cost difference between the two approaches in the Cost Proposal.	
Index	Requirement	Response
F	Training	
F-1	Briefly summarize training and or point of use materials that are available for end-users. You may include web links for reference. Indicate if training/point of use materials are available in multiple languages.	
F-2	Briefly summarize your training program for library staff. Describe how much of the training your company will undertake and what you expect will be handled by library staff or local hosts.	
F-3	Are training materials available in electronic formats, such that they can be adapted or customized for local use?	
Index	Requirement	Response
G	Marketing	
G-1	Describe any library branding capabilities within the search/user interface.	
G-2	Please describe assistance your company would offer for a public awareness campaign to ensure that end users are aware of electronic products offered by the B&ECPL.	
G-3	Describe any public service announcements or other mass media marketing that your company is prepared to provide.	

G-4	Does your company provide printed materials (e.g., bookmarks, posters, table tents) at no charge?	
G-5	Are marketing materials available in electronic format that can be easily adapted or customized for local use?	
Index	Requirement	Response
H	Implementation	
H-1	Describe how your company will ensure that the B&ECPL will have the products in production and available to patrons within thirty days of the official start date of the contract. Specify what your company will do and what the B&ECPL will have to do.	
Index	Requirement	Response
I	ADA Compliance	
I-1	Describe the extent to which your product is ADA accessible and list any known incompatibilities.	
I-2	Does your product meet or comply with the Web Content Accessibility Guidelines (WCAG) 2.0 as found at http://www.w3.org/TR/2008/REC-WCAG20-20081211/ ?	
I-3	Does your product meet or comply with the US Government's Section 508 Guidelines found at http://www.section508.gov?	
Index	Requirement	Response
J	Service and Support	
J-1	Describe your system uptime and scheduled maintenance hours.	
J-2	Describe the customer support that is available for library staff and end users.	
J-3	Describe the technical support that is available for staff/system administrators. Specify the procedure for escalating technical problems beyond first-line support personnel.	
J-4	Describe how you handle notification of content dropped from or added to your database. For each product offered, briefly describe the full-text titles lost or removed in the past three (3) years.	

<i>J-5</i>	Describe how you provide notifications of scheduled downtimes.	
<i>J-6</i>	Customers will access database packages via standard web browsers. Describe any additional software, browser plug-ins, or helper applications (e.g., Adobe PDF viewer, Flash, media players, etc.) that are required for accessing the product(s).	
<i>Index</i>	<i>Requirement</i>	<i>Response</i>
<i>K</i>	<i>Confidentiality and Privacy</i>	
<i>K-1</i>	It is important that vendor maintain institutional confidentiality as well as user confidentiality and privacy. It is important that the vendor not release or sell statistical information without permission, except to the B&ECPL. Describe (or provide a link to) confidentiality and privacy policies which address these issues.	
<i>Index</i>	<i>Requirement</i>	<i>Response</i>
<i>l</i>	<i>Additional Content or Products</i>	
<i>l-1</i>	Briefly describe any content or products being offered at no additional cost to B&ECPL as an additional incentive to purchase the vendor's primary offering.	
<i>L-2</i>	Briefly describe any optional or alternative purchases which B&ECPL may choose, or decline, with costs separate from the primary cost proposal.	
<i>L-3</i>	Describe any additional discounts to B&ECPL that purchase products from Vendor outside of those provided in the contract. Please state the level of discount which B&ECPL can expect on Vendor's other products, should Vendor be awarded a contract as a result of this RFP.	
<i>Index</i>	<i>Requirement</i>	<i>Response</i>
<i>M</i>	<i>Linking Technology</i>	
<i>M-1</i>	Provide a list of vendors of OpenURL products (e.g., Ex Libris SFX, Serials Solutions, etc.) currently interfacing with the Respondent's products, and describe how regularly	

	you provide updated title lists to Ex Libris, Serials Solutions, TDNet, EBSCO, and other vendors providing subscription list maintenance for full-text journal collections. Detail compliance with the NISO OpenURL standard for open-linking technology.	
<i>M-2</i>	Provide information regarding any systems, publishers and/or resources with which your direct linking technology has achieved demonstrated compatibility (e.g. Google Scholar, Elsevier Science Direct, etc.). Describe the capability of providing such direct reference linking.	
<i>M-3</i>	Describe the current extent of direct linking to open-access journal articles and your future plans to add direct linking to open access resources.	
<i>M-4</i>	Describe your ability to provide direct or OpenURL links from cited references within an article to the full text resources.	
<i>M-5</i>	Describe your capability of providing links to catalog entries and library holdings at each institution or library.	
<i>Index</i>	<i>Requirement</i>	<i>Response</i>
<i>N</i>	<i>Copyright and License Restrictions</i>	
<i>N-1</i>	Describe any restrictions on copying, displaying, printing, downloading, emailing, mailing, or archiving of content and multimedia of the database.	
<i>N-2</i>	Describe any restrictions on any database content when used for creating multiple copies in print or digital form for in-library instruction.	
<i>Index</i>	<i>Requirement</i>	<i>Response</i>
<i>O</i>	<i>General</i>	
<i>0-1</i>	B&ECPL may find it desirable to interface programmatically with database content from server to server to support customized Web services. Describe what capability exists for querying your database servers directly.	
<i>0-2</i>	Describe any product changes and/or enhancements planned for the next	

	twelve (12) months and indicate whether regular enhancements are provided with no additional charges.	
0-3	Describe any search or display limitations, such as limits on the number of search results or limits on the number of displayed results.	

4. COMPANY BACKGROUND AND REFERENCES

4.1 VENDOR INFORMATION

4.1.1 Vendors must provide a company profile in the table format below.

Question	Response
Company name:	
Legal entity name (if different from above)	
Ownership (sole proprietor, partnership, etc.):	
Minority or Woman Owned?:	
Professional Staff Composition: % Minority and % Women	
State of incorporation:	
Date of incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters:	
Location(s) of the company offices:	
Location(s) of the office that will provide the services described in this RFP:	
Number of employees locally with the expertise to support the requirements identified in this RFP:	
Number of employees nationally with the expertise to support the requirements in this RFP:	
Location(s) from which employees will be assigned for this project:	

4.1.2 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

4.1.3 Has the vendor ever been engaged under contract by the B&ECPL?

Yes		No	
-----	--	----	--

If “Yes,” complete the following table for each service performed. Table can be duplicated for each contract being identified.

Question	Response
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

4.1.4 Are you or any of your employees now or have been within the last two (2) years an employee of the B&ECPL?

Yes		No	
-----	--	----	--

If “Yes”, please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of the B&ECPL or one of B&ECPL’s member libraries, or (b) any person who has been an employee of an of the B&ECPL or one of B&ECPL’s member libraries, within the past two (2) years, and if such person will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFP, and specify the services that each person will be expected to perform.

4.1.5 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the B&ECPL, or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor’s ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP must also be disclosed.

Does any of the above apply to your company?

Yes		No	
-----	--	----	--

If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, or litigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

- 4.1.6 Vendors must review the insurance requirements specified in **Attachment E, Insurance Schedule for RFP**. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in **Attachment E**.

Yes		No	
-----	--	----	--

Any exceptions and/or assumptions to the insurance requirements **must** be identified on **Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP**. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the B&ECPL will not consider any additional exceptions and/or assumptions during negotiations.

Upon contract award, the successful vendor **must** provide the Certificate of Insurance identifying the coverage’s as specified in **Attachment E, Insurance Schedule**.

- 4.1.7 Company background/history and why vendor is qualified to provide the services described in this RFP.
- 4.1.8 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.
- 4.1.9 Financial information and documentation to be included in **Part III**, of vendor’s response in accordance with **Section 9.4, Confidential Information**.
- 4.1.9.1 Dun and Bradstreet Number
 - 4.1.9.2 Federal Tax Identification Number
 - 4.1.9.3 The last two (2) years and current year interim:
 - A. Profit and Loss Statement
 - B. Balance Statement

4.2 BUSINESS REFERENCES

- 4.2.1 Vendors should provide a minimum of three (3) business references from similar public library system clients within the last three (3) years.
- 4.2.2 Vendors must provide the following information for every business reference provided by the vendor and/or subcontractor:

The “Company Name” must be the name of the proposing vendor or the vendor’s proposed subcontractor.

Reference #:	
Company Name:	
<i>Identify role company will have for this RFP project (Check appropriate role below):</i>	
	VENDOR
	SUBCONTRACTOR
Project Name:	
Primary Contact Information	
Name:	
Street Address:	
City, State, Zip	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	
Original Project/Contract Start Date:	
Original Project/Contract End Date:	
Original Project/Contract Value:	
Final Project/Contract Date:	
Was project/contract completed in time originally allotted, and if not, why not?	
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	

- 4.2.3 Vendors must also submit *Attachment F, Reference Questionnaire* to the business references that are identified in *Section 4.3.2*.
- 4.2.4 The company identified as the business references must submit the Reference Questionnaire directly to the B&ECPL.
- 4.2.5 It is the vendor's responsibility to ensure that completed forms are received by the Buffalo & Erie County Public Library on or before the deadline as specified in *Section 8, RFP Timeline* for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.
- 4.2.6 The B&ECPL reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

5. COST

Cost information *must not* be included with the vendor's Technical Proposal, please refer to *Section 9, Proposal Submission Requirements, Format and Content*.

Option 1:

Vendors must provide detailed fixed prices for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated (refer to *Attachment G, Cost Schedule*).

6. FINANCIAL

6.1 PAYMENT

- 6.1.1 Upon review and acceptance by the B&ECPL, payments for invoices are normally made within 45days of receipt, providing all required information, documents and/or attachments have been received.

6.2 BILLING

- 6.2.1 The B&ECPL does not issue payment prior to receipt of goods or services.
- 6.2.2 The vendor must bill the B&ECPL as outlined in the approved contract and/or payment schedule.
- 6.2.3 Vendors may propose an alternative payment option; alternative payment options must be listed on *Attachment H, Cost Proposal Certification of Compliance with Terms and Conditions of RFP*. Alternative payment options will be considered if deemed in the best interest of the B&ECPL, project or service solicited herein. The B&ECPL does not issue payment prior to receipt of goods or services.

7. WRITTEN QUESTIONS AND ANSWERS

7.1 FIRST SET OF QUESTIONS AND ANSWERS

- 7.1.1 In lieu of a pre-proposal conference, the B&ECPL will accept questions and/or comments in writing, received by email regarding this RFP.
- 7.1.2 Questions must reference the identifying RFP number and be addressed to the B&ECPL, Attn: Dawn Peters, emailed to petersd@buffalolib.org.
- 7.1.3 The deadline for submitting questions is as specified in *Section 8, RFP Timeline*.
- 7.1.4 Vendors must provide their company name, address, phone number, email address, fax number, and contact person when submitting questions.
- 7.1.5 All questions and/or comments will be addressed in writing and responses emailed or faxed to prospective vendors on or about the date specified in *Section 8, RFP Timeline*.

8. RFP TIMELINE

The following represents the proposed timeline for this project. All times stated is U.S. Eastern Time Zone (ET). These dates represent a tentative schedule of events. The B&ECPL reserves the right to modify these dates at any time. The B&ECPL also reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

Task	Date/Time
Deadline for submitting questions	04/01/2015 @ 12:00 PM
Answers posted to website	On or about 04/03/2015
Deadline for submittal of Reference Questionnaires	No later than 2:00 PM on 04/22/2015
Deadline for submission and opening of proposals	No later than 2:00 PM on 04/22/2015
Evaluation period (approximate time frame)	04/27/2015 – 05/11/2015
Selection of recommended vendor(s)	On or about 05/15/2015
Anticipated Board of Trustees (BOT) approval	05/21/2015
Contract start effective date (contingent upon BOT approval)	06/01/2015

9. PROPOSAL SUBMISSION INSTRUCTIONS

9.1 GENERAL SUBMISSION INSTRUCTIONS

Vendors' proposals must be packaged and submitted in counterparts; therefore, vendors must pay close attention to the submission requirements.

If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with ***Section 9.4, Part III Confidential Information***. Specific references made to the tab, page, section and/or paragraph where the confidential information can be located must be identified on ***Attachment A, Confidentiality and Certification of Indemnification*** and comply with the requirements stated in ***Section 9.6, Confidentiality of Proposals***.

The required CDs must contain information as specified in ***Section 9.5.4***.

Detailed instructions on proposal submission and packaging follows and vendors must submit their proposals as identified in the following sections. Proposals and CDs that do not comply with the following requirements may be deemed non-responsive and rejected at the B&ECPL's discretion.

- 9.1.1 All information is to be completed as requested.
- 9.1.2 Each section within the technical proposal and cost proposal must be separated by clearly marked tabs with the appropriate section number and title as specified.
- 9.1.3 Although it is a public opening, only the names of the vendors submitting proposals will be announced. Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the B&ECPL designee as soon as possible and at least two (2) days in advance of the opening.
- 9.1.4 If discrepancies are found between two (2) or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the proposal is not clearly marked "MASTER," the B&ECPL may reject the proposal. However, the B&ECPL may at its sole option, select one (1) copy to be used as the master.
- 9.1.5 For ease of evaluation, the proposal must be presented in a format that corresponds to and references sections outlined within this RFP and must be presented in the same order. Written responses must be in bold/italics and placed immediately following the applicable RFP question, statement and/or section. Exceptions/assumptions to this may be considered during the evaluation process.
- 9.1.6 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not

necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

9.1.7 For purposes of addressing questions concerning this RFP, the sole contact will be Dawn Peters as specified on Page 1 of this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

9.1.8 Any vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the B&ECPL. To be considered, a request for review must be received no later than the deadline for submission of questions.

B&ECPL shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

9.1.9 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive.

9.2 PART I – TECHNICAL PROPOSAL

9.2.1 The technical proposal must include:

9.2.1.1 One (1) original marked "MASTER"; and

9.2.1.2 Three (3) identical copies.

9.2.2 The Technical Proposal *must not include* confidential information (refer to *Section 9.4, Part III, Confidential Information*) or cost and/or pricing information. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

9.2.3 Format and Content

9.2.3.1 Tab I – Title Page

The title page must include the following:

Part I – Technical Proposal	
RFP Title:	B&ECPL Library Database Packages
RFP:	
Vendor Name:	
Address:	

9.2.3.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

9.2.3.3 Tab III – Vendor Information Sheet

The vendor information sheet completed with an original signature by an individual authorized to bind the organization must be included in this tab.

9.2.3.4 Tab IV – B&ECPL Documents

The B&ECPL documents tab must include the following:

- A. The signature page from all amendments with an original signature by an individual authorized to bind the organization.
- B. Attachment A – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.
- C. Attachment C – Vendor Certifications with an original signature by an individual authorized to bind the organization.
- D. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.
- E. Copies of applicable certifications and/or licenses.

9.2.3.5 Tab V – Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP

- A. **Attachment B** with an original signature by an individual authorized to bind the organization must be included in this tab.
- B. If the exception and/or assumption require a change in the terms or wording of any section of the RFP, the contract, or any incorporated documents, vendors must provide the specific language that is being proposed on **Attachment B**.
- C. Only technical exceptions and/or assumptions should be identified on **Attachment B**.
- D. The B&ECPL will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the B&ECPL will not consider any additional exceptions and/or assumptions during negotiations.

9.2.3.6 Tab VI – Scope of Work

Vendors must place their written response(s) in **bold/italics** immediately following the applicable RFP question, statement and/or section.

9.2.3.7 Tab VII – Section 4 – Company Background and References

Vendors must place their written response(s) in **bold/italics** immediately following the applicable RFP question, Statement and/or section.

9.2.3.8 Tax IX – Other Informational Material

Vendors must include any other applicable reference material in this section clearly cross referenced with the proposal.

9.3 PART II – COST PROPOSAL

9.3.1 The cost proposal must include:

- 9.3.1.1 One (1) original marked “MASTER”; and
- 9.3.1.2 Three (3) identical copies.

9.3.2 The Cost Proposal **must not** be marked “confidential”. Only information that is deemed proprietary may be marked as “confidential”.

9.3.3 Format and Content

9.3.3.1 Tab I – Title Page

The title page must include the following:

Part II – Cost Proposal	
RFP Title:	B&ECPL Library Database Packages
RFP:	
Vendor Name:	
Address:	

9.3.3.2 Tab II – Cost Proposal

Vendor’s response for the cost proposal must be included in this tab.

9.3.3.3 Tab III – Attachment I, Cost Proposal Certification of Compliance with Terms and Conditions of RFP

- A. **Attachment H** with an original signature by an individual authorized to bind the organization must be included in this tab.
- B. In order for any cost exceptions and/or assumptions to be considered, vendors must provide the specific language that is being proposed in **Attachment H**
- C. Only cost exceptions and/or assumptions should be identified on **Attachment H**
- D. **Do not restate** the technical exceptions and/or assumptions on this form.
- E. The B&ECPL will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the B&ECPL will not consider any additional exceptions and/or assumptions during negotiations.

9.4 PART III – CONFIDENTIAL INFORMATION

9.4.1 The confidential information proposal must include:

- 9.4.1.1 One (1) original marked “MASTER”; and
- 9.4.1.2 One (1) identical copy.

9.4.2 Format and Content

9.4.2.1 Tab I – Title Page

The title page must include the following:

Part III – Confidential Information	
RFP Title:	B&ECPL Library Database Packages
RFP:	
Vendor Name:	
Address:	

9.4.2.2 Tab II - Confidential Technical Information

- A. Vendors only need to submit information in Tab II if the proposal includes any confidential technical information (*Refer to Attachment A, Confidentiality and Certification of Indemnification*).
- B. Vendors must cross reference back to the technical proposal sections, as applicable.

9.4.2.3 Tab III – Confidential Financial Information

Vendors must place the information requested in *Section 4.1.11* in this tab

9.5 CONFIDENTIALITY OF PROPOSALS

9.5.1 As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.

9.5.2 Vendors are required to submit written documentation in accordance with *Attachment A, Confidentiality and Certification of Indemnification* demonstrating the material within the proposal marked “confidential” conforms to New York State law. Not conforming to these requirements will cause your proposal to be deemed non-compliant and will not be accepted by the B&ECPL.

9.5.3 Vendors acknowledge that material not marked as “confidential” will become public record upon contract award.

9.5.4 The required CDs must contain the following:

9.5.4.1 One (1) “**Master**” CD with an exact duplicate of the technical and cost proposal contents only.

- A. The electronic files must follow the format and content section for the technical and cost proposal.
- B. The CD must be packaged in a case and clearly labeled as follows:

Master CD	
RFP No:	
Vendor Name:	
Contents:	Part I – Technical Proposal Part II – Cost Proposal Part III – Confidential Technical

9.5.4.2 One (1) “**Public Records CD**” which must include the technical and cost proposal contents to be used for public records requests.

- A. This CD **must not** contain any confidential or proprietary information.
- B. The electronic files must follow the format and content section for the redacted versions of the technical and cost proposal.
- C. All electronic files ***must*** be saved in “PDF” format.
- D. The CD must be packaged in a case and clearly labeled as follows:

Public Records CD	
RFP No:	
Vendor Name:	
Contents:	Part I – Technical Proposal for Public Records Request Part II – Cost Proposal for Public Records Request

9.5.5 It is the vendor’s responsibility to act in protection of the labeled information and agree to defend and indemnify the B&ECPL, for honoring such designation.

9.5.6 Failure to label any information that is released by the B&ECPL shall constitute a complete waiver of any and all claims for damages caused by release of said information.

9.6 PROPOSAL PACKAGING

- 9.6.1 If the separately sealed technical and cost proposals as well as confidential technical information and financial documentation, marked as required, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked as follows.
- 9.6.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.

Dawn Peters, Assistant Deputy Director of Public Services Buffalo & Erie County Public Library 1 Lafayette Square Buffalo, New York 14203	
RFP:	
PROPOSAL OPENING DATE:	04/22/2015
PROPOSAL OPENING TIME:	2:00 PM
FOR:	B&ECPL Library Database Packages
VENDOR'S NAME:	

- 9.6.3 Proposals *must be received at the address referenced below no later than the date and time specified in Section 8, RFP Timeline*. Proposals that do not arrive by proposal opening time and date *will not be accepted*. Vendors may submit their proposal any time prior to the above stated deadline.
- 9.6.4 The B&ECPL will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.
- 9.6.5 Email, facsimile, or telephone proposals will NOT be considered.
- 9.6.6 The technical proposal shall be submitted to the B&ECPL in a sealed package and be clearly marked as follows:

Dawn Peters, Assistant Deputy Director of Public Services Buffalo & Erie County Public Library 1 Lafayette Square Buffalo, New York 14203	
RFP:	1
PROPOSAL COMPONENT:	PART I - TECHNICAL
PROPOSAL OPENING DATE:	04/22/2015
PROPOSAL OPENING TIME:	2:00 PM
FOR:	B&ECPL Library Database Packages
VENDOR'S NAME:	

- 9.6.7 The cost proposal shall be submitted to the B&ECPL in a sealed package and be clearly marked as follows:

Dawn Peters, Assistant Deputy Director of Public Services Buffalo & Erie County Public Library 1 Lafayette Square Buffalo, New York 14203	
RFP:	
PROPOSAL COMPONENT:	PART II - COST
PROPOSAL OPENING DATE:	04/22/2015
PROPOSAL OPENING TIME:	2:00 PM
FOR:	B&ECPL Library Database Packages
VENDOR'S NAME:	

- 9.6.8 Confidential information shall be submitted to the B&ECPL in a sealed package and be clearly marked as follows:

Dawn Peters, Assistant Deputy Director of Public Services Buffalo & Erie County Public Library 1 Lafayette Square Buffalo, New York 14203	
RFP:	
PROPOSAL COMPONENT:	PART III – CONFIDENTIAL INFORMATION
PROPOSAL OPENING DATE:	04/22/2015
PROPOSAL OPENING TIME:	2:00 PM
FOR:	B&ECPL Library Database Packages
VENDOR'S NAME:	

- 9.6.9 The CDs shall be submitted to the B&ECPL in a sealed package and be clearly marked as follows:

Dawn Peters, Assistant Deputy Director of Public Services Buffalo & Erie County Public Library 1 Lafayette Square Buffalo, New York 14203	
RFP:	
PROPOSAL COMPONENT:	CDs
PROPOSAL OPENING DATE:	04/22/2015
PROPOSAL OPENING TIME:	2:00 PM
FOR:	B&ECPL Library Database Packages
VENDOR'S NAME:	

10. PROPOSAL EVALUATION AND AWARD PROCESS

- 10.1 Proposals shall be consistently evaluated and scored based upon the following criteria:
- 10.1.1 Database(s) ability to meet the information needs of B&ECPL patrons, including search interface ease and functionality
 - 10.1.2 Experience in providing database services in the public library environment
 - 10.1.3 Conformance with the terms of this RFP
 - 10.1.4 Expertise and availability of support personnel
 - 10.1.5 Cost
 - 10.1.6 Presentations
 - 10.1.6.1 Following the evaluation and scoring process specified above, the B&ECPL may require vendors to make a presentation of their proposal to the evaluation committee or other B&ECPL staff, as applicable.
 - 10.1.6.2 The B&ECPL, at its option, may limit participation in vendor presentations to a smaller group of highest ranking vendors.
 - 10.1.6.3 The B&ECPL reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

Note: Financial stability will be scored on a pass/fail basis.

Proposals shall be kept confidential until a contract is awarded.

- 10.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the B&ECPL,
- 10.3 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The B&ECPL reserves the right to reject any proposal based upon the vendor's prior history with the B&ECPL or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

- 10.4 Clarification discussions may, at the B&ECPL's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.
- 10.5 A Notification of Intent to Award shall be issued. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the B&ECPL. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully for a given category or categories, the B&ECPL may negotiate a contract with the next highest scoring vendor in said category or categories or not award for a given category or categories.
- 10.6 Any contract resulting from this RFP shall not be effective unless and until approved by the B&ECPL.

11. TERMS AND CONDITIONS

11.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they **MUST** identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in **Attachment B**. The B&ECPL will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

- 11.1.1 This procurement is being conducted in accordance with New York State General Municipal Law and pursuant to the B&ECPL's procurement policy: <http://www.buffalolib.org/content/policies/procurement-policy>.
- 11.1.2 The B&ECPL reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the B&ECPL to do so.
- 11.1.3 The B&ECPL reserves the right to waive informalities and minor irregularities in proposals received.
- 11.1.4 The failure to separately package and clearly mark **Part III** – which contains confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the B&ECPL.

- 11.1.5 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders a proposal non-responsive.
- 11.1.6 The B&ECPL reserves the right to reject any or all proposals received prior to contract award.
- 11.1.7 The B&ECPL shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the B&ECPL, after all factors have been evaluated.
- 11.1.8 Any irregularities or lack of clarity in the RFP should be brought to the B&ECPL designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 11.1.9 Descriptions on how any and all services and/or equipment will be used to meet the requirements of this RFP shall be given, in detail, along with any additional informational documents that are appropriately marked.
- 11.1.10 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 11.1.11 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 11.1.12 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered.
- 11.1.13 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 11.1.14 The B&ECPL is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the B&ECPL.
- 11.1.15 Proposals submitted per proposal submission requirements become the property of the B&ECPL, selection or rejection does not affect this right; proposals will be returned only at the B&ECPL's option and at the vendor's request and expense. The masters of the technical proposal, confidential technical proposal, cost proposal and confidential financial information of each response shall be retained for official files.

11.2 CONTRACT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they **MUST** identify in detail their exceptions and/or assumptions on ***Attachment B, Technical Proposal Certification of Compliance***. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in ***Attachment B***. The B&ECPL will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

- 11.2.1 The awarded vendor will be the sole point of contract responsibility. The B&ECPL will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 11.2.2 The awarded vendor must maintain, for the duration of its contract, insurance coverage's as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage's. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.
- 11.2.3 The B&ECPL will not be liable for Federal, State, or Local excise taxes.
- 11.2.4 ***Attachment B and Attachment H*** of this RFP shall constitute an agreement to ***all*** terms and conditions specified in the RFP, except such terms and conditions that the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, vendors ***must*** be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the B&ECPL will not consider any additional exceptions and/or assumptions during negotiations.
- 11.2.5 The B&ECPL reserves the right to negotiate final contract terms with any vendor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the B&ECPL during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded vendor's proposal, the RFP, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

11.3 PROJECT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they **MUST** identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in **Attachment B**. The B&ECPL will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

11.3.1 Award of Related Contracts

11.3.1.1 The B&ECPL may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the B&ECPL in all cases.

11.3.1.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

11.3.2 Products and/or Alternatives

11.3.2.1 The vendor shall not propose an alternative that would require the B&ECPL to acquire hardware or software or change processes in order to function properly on the vendor's system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show the proposed alternative.

11.3.2.2 An acceptable alternative is one the B&ECPL considers satisfactory in meeting the requirements of this RFP.

11.3.2.3 The B&ECPL, at its sole discretion, will determine if the proposed alternative meets the intent of the original RFP requirement.

11.3.3 Right to Publish

11.3.3.1 All requests for the publication or release of any information pertaining to this RFP and any subsequent contract must be in writing and sent to the B&ECPL or designee.

11.3.3.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the B&ECPL or designee.

- 11.3.3.3 As a result of the selection of the contractor to supply the requested services, the B&ECPL is neither endorsing nor suggesting the contractor is the best or only solution.
- 11.3.3.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any B&ECPL facility or personnel, except with the specific advance written authorization of the B&ECPL or designee.
- 11.3.3.5 Throughout the term of the contract, the contractor must secure the written approval of the B&ECPL per *Section 11.3.7.2* prior to the release of any information pertaining to work or activities covered by the contract.

11.3.4 Protection of Sensitive Information

Protection of sensitive information will include the following:

- 11.3.4.1 Sensitive information in existing legacy applications will encrypt data as is practical.
- 11.3.4.2 Confidential Personal Data will be encrypted whenever possible.
- 11.3.4.3 Sensitive Data will be encrypted in all newly developed applications.

12. SUBMISSION CHECKLIST

This checklist is provided for vendor’s convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

Part I – Technical Proposal Submission Requirements		Completed
Required number of Technical Proposals per submission requirements		
Tab I	Title Page	
Tab II	Table of Contents	
Tab III	Vendor Information Sheet	
Tab IV	B&ECPL Documents	
Tab V	Attachment B – Technical Proposal Certification of Compliance with Terms and Conditions of RFP	
Tab VI	Section 3 – Scope of Work	
Tab VII	Section 4 – Company Background and References	
Tab IX	Other Information Material	
Part II – Cost Proposal Submission Requirements		
Required number of Cost Proposals per submission requirements		
Tab I	Title Page	
Tab II	Cost Proposal	
Tab III	Attachment J - Cost Proposal Certification of Compliance with Terms and Conditions of RFP	
Part III – Confidential Information Submission Requirements		
Required number of Confidential Financial Proposals per submission requirements		
Tab I	Title Page	
Tab II	Confidential Technical Information	
Tab III	Confidential Financial Information	
CDs Required		
One (1)	Master CD with the technical and cost proposal contents only	
One (1)	Public Records CD with the technical and cost proposal public record contents only	
Reference Questionnaire Reminders		
Send out Reference Forms for Vendor (with Part A completed)		
Send out Reference Forms for proposed Subcontractors (with Part A completed, if applicable)		

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the B&ECPL. Only specific parts of the proposal may be labeled a “trade secret” and must comply with New York State law. All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in a separate binder marked “**Part III - Confidential Information**”.

The B&ECPL will not be responsible for any information contained within the proposal. Should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event the B&ECPL board requests a staff presentation or conducts any other deliberative task as part of the review process, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the B&ECPL, for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the B&ECPL shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in *Section 2 “ACRONYMS/DEFINITIONS.”*

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part III – Confidential Technical Information			
YES		NO	
Justification for Confidential Status			

A Public Records CD has been included for the Technical and Cost Proposal			
YES		NO	

Part III – Confidential Financial Information			
YES		NO	
Justification for Confidential Status			

Company Name

Signature

Print Name

Date

This document must be submitted in Tab IV of vendor’s technical proposal

**ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE
WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with *all* the terms and conditions specified in this Request for Proposal.

YES _____ I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors *must* provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the B&ECPL will not consider any additional exceptions and/or assumptions during negotiations.

Company Name

Signature

Print Name

Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab V of vendor’s technical proposal

ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, New York State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the B&ECPL harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- (6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.
- (7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The B&ECPL will determine whether a conflict of interest exists and whether it may reflect negatively on the B&ECPL's selection of a vendor. The B&ECPL reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the B&ECPL in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the B&ECPL, of the true facts relating to the proposal.
- (12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the vendor.

Vendor Company Name

Vendor Signature

Print Name

Date

This document must be submitted in Tab IV of vendor's technical proposal

ATTACHMENT D – CONTRACT FORM

The following B&ECPL Contract Form is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by the B&ECPL for all services of independent contractors. It is not necessary for vendors to complete the Contract Form with their proposal.

If exceptions and/or assumptions require a change to the Contract Form, vendors *must* provide the specific language that is being proposed on *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*.

Please pay particular attention to the insurance requirements, as specified in Paragraph 16 of the embedded contract and *Attachment E, Insurance Schedule*.

CONTRACT FOR SERVICES

THIS CONTRACT is between the BOARD OF TRUSTEES OF THE BUFFALO & ERIE COUNTY PUBLIC LIBRARY, as "Library," and **INSERT**, as "Contractor," **(FILL IN ADDRESS HERE)**

The parties agree as follows:

1. **PERFORMANCE**. The Contractor shall provide the Library with the following services: **(FILL IN HERE)**
2. **CONTRACT TERM**. The time of performance of the contract shall be: **(FILL IN HERE)**
3. **COMPENSATION**. The Library shall pay the Contractor as full compensation for everything furnished and done under this contract a fee of **(FILL IN HERE)**
4. **PAYMENT**. The Contractor shall send its application for payment to: Attention Business Office, Buffalo & Erie County Public Library, 1 Lafayette Square, Buffalo, NY 14203. Payment will be made within thirty (30) days after receipt of the Contractor's application and determination by the Library that Contractor's work is satisfactory, except as provided by law.
5. **COMPLIANCE WITH LAWS**. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS**. This contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer nor subcontract its interest, in whole or in part, without the other party's prior written consent.
7. **DISPUTES**. This contract shall be performed under the laws of the State of New York. Any litigation to enforce this contract or any of its provisions shall be brought in Erie County, New York.
8. **AMENDMENTS**. This contract may be amended at any time by mutual written agreement.
9. **ANTI-KICKBACK**. No officer or employee of the Buffalo & Erie County Public Library, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this contract.
10. **TERMINATION**. Either the Library or the Contractor may terminate this Contract with or without cause at any time by giving ten (10) days written notice of termination to the other contracting party. In the case of termination by the Library, the Contractor shall, upon receipt of notice of termination, refrain from incurring any further costs under this Contract and shall use its best efforts to cancel any commitments made by it prior to receipt of such notice. Termination shall, however, not affect any commitments of the Contractor which, in the judgment of the Library, have properly become legally binding prior to the effective date of termination and which could not reasonably have been rescinded by the Contractor. Any prepaid but unearned funds shall be returned to the Library.

It is understood and agreed, however, that in the event the Contractor is in default upon any of its obligations hereunder at the time of termination, the Library shall be entitled to pursue any rights or remedies which the Library may have against the Contractor by reason of such default, and the Library may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages may be determined.

11. LIABILITY. In the performance of this contract, the Contractor is an independent contractor and the Contractor, its officers, employees, agents or subcontractors shall not be considered to be employees or agents of the Library. The Contractor shall indemnify and hold the Library harmless from any loss, liability, damage, death or injury to any person or property, from any negligent or wrongful act or omission of the Contractor, its agents, or employees, arising directly or indirectly as a consequence of this contract.

The contractor shall further indemnify, defend, and hold harmless the County of Erie, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the contractor or third parties under the direction or control of the contractor.

Insurance shall be procured by the Contractor before commencing work, no later than 14 days after notice of award, and maintained without interruption for the duration of the contract, in the kinds and amounts specified in the attached "Buffalo & Erie County Public Library, Standard Insurance Requirements" and the attached "Erie County, Standard Insurance Requirements" unless modified by mutual agreement. If the insurance is not provided in acceptable form within this period of time or lapses during the contract period, then the Buffalo & Erie County Public Library may immediately terminate the contract. Said insurance shall name both the Buffalo & Erie County Public Library AND Erie County as an additional insured.

12. SEVERABILITY. In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.

13. STANDARD OF PERFORMANCE. The silence or omission in the contract regarding any detail required for the proper performance of the work means that the Contractor shall perform the best general practice and that only material and workmanship of the best quality are to be used.

14. ASSIGNMENT AND SUBCONTRACTING. The Contractor shall not assign, transfer, or convey this Contract or any part hereof or any interest herein, nor shall the Contractor subcontract for the performance of any of its obligations hereunder without the prior written consent of the Library. Any such subcontracts and all other arrangements made by the Contractor in connection with its performance hereunder, including the Contractor's arrangements with its agents and employees, shall be made subject to, and consistent with the conditions and limitations of this Contract.

15. WARRANTY OF ORIGINALITY. The Contractor warrants that all material produced by the Contractor and delivered to the Library hereunder shall be original except for such portion as is included with permission of the copyright owners thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory, or other proprietary rights of others, and that it will hold harmless the Library from any costs, expenses, and damages resulting from any breach of this warranty.

16. USE OF NAME. The Contractor agrees not to use the Library's name or the names of any staff members or employees thereof in advertising, sales promotion work, or in any other

form of publicity except with the written permission of, and to the extent approved by the Library.

17. NONDISCRIMINATION. During the performance of this contract, the Contractor and its subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, creed, age or the presence of any sensory, mental or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefits under the contract.

18. ENTIRE CONTRACT. This Contract supersedes any and all other contracts or understandings, either oral or written, between the parties and contains all the terms and conditions agreed upon by the parties.

19. INDEPENDENCE OF PARTIES. This Contract shall not create any agency, partnership, association, or joint venture between the parties. Neither party shall have any right or authority to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party, or to bind the other party contractually in any manner whatsoever.

Approved as to Form

Attorney for Buffalo & Erie
County Public Library

BUFFALO & ERIE COUNTY PUBLIC LIBRARY

By _____

Date _____

Contractor:

By _____

Date _____

Title: _____

Federal Tax ID No. or SS# _____

ATTACHMENT E – INSURANCE SCHEDULE FOR RFP

The following Insurance Schedule is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in the Insurance Schedule.

If exceptions and/or assumptions require a change to the Insurance Schedule, vendors *must* provide the specific language that is being proposed on *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*.

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, hold harmless and, not excluding the B&ECPL's right to participate, defend the B&ECPL, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the B&ECPL, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the B&ECPL.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The B&ECPL in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$2,000,000
- Personal and Advertising Injury \$1,000,000

- Each Occurrence \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language: "The B&ECPL and County of Erie shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Disability Benefits	Statutory

- a. Policy shall contain a waiver of subrogation against the B&ECPL and the County of Erie.

b.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the B&ECPL is named as an additional insured, the B&ECPL shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the B&ECPL, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(B&ECPL Department Representative's Name & Address)** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the B&ECPL of New York and with an "A.M. Best" rating of not less than A-VII. The B&ECPL in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the B&ECPL with certificates of insurance (ACORD form or equivalent approved by the B&ECPL) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the B&ECPL before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(B&ECPL, c/o Business Office, 1 Lafayette Square, Buffalo, NY 14203)**. The B&ECPL project/contract number and project description shall be noted on the certificate of insurance. The B&ECPL reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the B&ECPL separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the B&ECPL's Chief Financial Officer, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ATTACHMENT F – REFERENCE QUESTIONNAIRE

The Buffalo & Erie County Public Library, as a part of the RFP process, requires proposing vendors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

INSTRUCTIONS TO PROPOSING VENDOR	
1.	Proposing vendor MUST complete Part A of the Reference Questionnaire.
2.	Proposing vendor MUST send the following Reference Questionnaire to EACH business reference listed for completion of Part B, Part C and Part D.
3.	<p>Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:</p> <p style="padding-left: 40px;">Buffalo & Erie County Public Library, Buffalo & Erie County Public Library Subject: RFP #1506VF Attention: Dawn Peters Email: petersd@buffalolib.org Fax: 716-858-6211</p> <p>Please reference the RFP number in the subject line of the email or on the fax.</p>
4.	The completed Reference Questionnaire MUST be received no later than 2:00 PM 04/22/2015
5.	Business references are NOT to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the B&ECPL may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.



B&ECPL Reference
Questionnaire.doc

To open the document, double click on the icon

ATTACHMENT G – COST SCHEDULE

Cost Proposal Form

RFP for Library Electronic Resources

Name of Vendor: _____

Indicate whether this is a proposal in the Comprehensive Databases or Individual Products category: _____

Pricing for Buffalo & Erie County Public Library Licensed Packages

Vendors must provide detailed fixed prices for all costs associated with the responsibilities and related services for a B&ECPL license for a proposed package of databases. Clearly specify the nature of all expenses anticipated. Include a list of package titles and proposed license amount for each title. Each of the rows in the table below is expandable to accommodate responses and additional rows may be inserted as needed.

Use the matrix below to provide itemized costs for each database package proposed. Provide pricing models that address: (1) Total contract cost; (2) Pricing structure or metric used; and (3) Other costs not listed above (Include and itemize any expansions or optional add-ons to the proposed solution).

Be very clear in describing what is included in the proposed solution. For those solutions selected as B&ECPL licenses, B&ECPL expects to be invoiced for each contract year no earlier than 45 days prior to the start of the contract year (net 30).

(1)

Database Package Title	Includes	Annual Price for Initial Term (Subject to Proration to sync with expiring existing products)	Annual Price for optional second term	Annual Price for optional third term
	Description...	\$0.00	\$0.00	\$0.00
	Description...	\$0.00	\$0.00	\$0.00
	Description...	\$0.00	\$0.00	\$0.00
	Description...	\$0.00	\$0.00	\$0.00

(2) Pricing structure or metric used to determine pricing

(3) Other costs not listed above

**ATTACHMENT H – COST PROPOSAL CERTIFICATION OF COMPLIANCE
TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with *all* the terms and conditions specified in this Request for Proposal.

YES _____ I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors *must* provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the B&ECPL will not consider any additional exceptions and/or assumptions during negotiations.

Note: Only cost exceptions and/or assumptions should be identified on this attachment. Do not restate the technical exceptions and/or assumptions on this attachment.

Company Name

Signature

Print Name

Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

<p>This document must be submitted in Tab III of vendor’s cost proposal. This form MUST NOT be included in the technical proposal.</p>
