

FRANKLIN TOWNSHIP PUBLIC LIBRARY

485 DeMott Lane, Somerset, NJ 08873

NOTICE OF RFP

The Franklin Township Public Library is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1, et seq.

Sealed RFP responses will be received by the administrator on or by **Tuesday, July 11, 2023 at 11:00. A.M.** in the Robert S. Mettler Historical Room of the Franklin Township Public Library, 485 DeMott Lane, Somerset NJ 08873 at which time and place responses will be opened and read for:

Integrated Library System (ILS)

Specifications and instructions may be obtained at the DeMott Lane Branch of the Franklin Township Public Library at 485 DeMott Lane Somerset, NJ or on the Franklin Township website www.franklintwp.org. We are storing all responses electronically; therefore submit all pages of the response on flash drive in addition to the printed copies.

* RFP Addenda will be issued on the website. Therefore, interested respondents should check the website from now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

January Adams, Library Director

June 18, 2023

1. Introduction

The Franklin Township Public Library is seeking qualified service provider(s) to provide and support an Integrated Library System (ILS) that will meet the Library's enterprise requirements for functionality, scalability, reliability, and manageability. This contract is to provide an ILS system and services for migration through a competitive contracting process in accordance with N.J.S.A. 40A:11-4.1, et seq.

2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and the provision of services. Any proposed change, modification, or exception to these conditions and requirements may be the basis for Franklin Township Public Library, hereinafter referred to as FTPL, to determine the proposal non-responsive to the RFP, and will be a factor in the determination of an award of contract. The contents of the proposal of the successful Respondent, as accepted by FTPL, will become part of any contract awarded as a result of this RFP.

2.1 Schedule

The dates established for the procurement are:

- Release of RFP: **June 18, 2023, 11 A.M.**
- Questions due: **June 23, 2023, 2 P.M.**
- Addendum posted: **June 30, 2023, 5 P.M.**
- Proposal Due Date: **July 11, 2023 11 A.M.**
- Governing Body Action: **On or before August 23, 2023**

2.2 Delivery Instructions

Submission Date and Time

DATE, July 11, 2023 11 A.M.

One (1) Original, one (1) copy, and one (1) copy on flash drive.

Submission Office

January Adams, Library Director
485 DeMott Lane
Somerset, NJ 08873

Clearly mark the submittal package with the title of this RFP and the name of the responding firm. Only those responses received prior to or on the submissions date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the Respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the

submission date and time specified above, responses must remain firm for a period of sixty (60) days.

2.3 Users of these Services

The users of these services are the Franklin Township Public Library (hereafter, FTPL) Administration and staff.

2.4 FTPL Representative for this Solicitation

Please direct all questions regarding this RFP process in writing to:

January Adams

Fax: 732-873-0746

Email: jadams@franklintwp.org

2.5 Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. Please direct all questions regarding the scope of services and technical specifications in writing to the FTPL representative by **June 21, 2023 by 2 P.M.**. Response to such comments and questions will be issued by Addenda posted to the website by **June 28, 2023 5 PM**. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

2.6 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFP they are given for use in comparing proposals. FTPL especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by FTPL to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.7 Cost Liability and Additional Costs

FTPL assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the FTPL shall be limited to the terms and conditions of the contract.

2.8 Statutory and Other Regulations

2.8.1 Compliance with Laws

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and

regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

2.8.2 Mandatory EEO/Affirmative Action Compliance

No firm shall be issued a contract unless it complies with the EEO/Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

2.8.3 Additional Laws Against Discrimination

Discrimination on the basis of race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, mental or physical disability, or perceived disability in contracting for the delivery of services is prohibited. Respondents are required to read the following laws and agree that the provisions of said laws are made part of, and incorporated into the contract. The contractor is obligated to comply with the laws (and any amendments thereto even if enacted after the date of this contract) and contractor agrees to hold the owner harmless for any claims of discrimination. Such laws include but may not be limited to:

- Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967;
- Title VII of the Civil Rights Act of 1964;
- Genetic Information Nondiscrimination Act;
- New Jersey Equal Pay Act;
- New Jersey Civil Union Act.

2.8.4 Statement of Ownership Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted to the Township a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

2.8.5 Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

2.8.6 N.J. BUSINESS REGISTRATION CERTIFICATE P.L. 2009, C.315

Reforms Business Registration Certificate Filing; permits filing prior to award of contracts if not filed with bid. Effective with bids received and contracts awarded after January 18, 2010, this law removes the requirement of the Local Public Contracts Law (N.J.S.A. 40A:11-23.2) that

required a bid to be rejected if the respondent failed to include a BRC with their bid, even though it may have been the lowest responsible bid. The law now allows the BRC to be filed any time prior to award of the contract and the bidder had to obtain the BRC prior to receipt of bids. This permits the BRC to be required with a bid, or submitted subsequently. If a BRC is required in a bid, but not submitted with the bid, it would be an immaterial defect; curable by being filed prior to award of the contract. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

2.8.7 “Pay to Play” – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)

- (1) Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
- (2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
- (3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at www.elec.state.nj.us.
- (4) If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

2.8.7. Disclosure of Investment Activities in Iran

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

2.8.9 Disclosure of Prohibited Activities in Russia and Belarus

P.L. 2022 c.3 requires vendors to complete a certification indicating whether or not the Vendor is engaged in prohibited activities in Russia or Belarus.

2.9 Insurance and Indemnification

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all

finances, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

2.10 Submission of Multiple Proposals

Multiple proposals from an individual, firm, partnership, corporation or association under the same or different names may be considered, provided each proposal stands alone, and independently complies with the instructions, conditions and specifications of the RFP.

2.11 Failure to Enter Contract

Should the Respondent to whom the contract is awarded fail to enter into a contract within ten (10) days, Sundays and holidays excepted, FTPL may then, at its option, accept the proposal of another Respondent.

2.12. Commencement of Work

The contractor agrees to commence work after the date of award by FTPL and upon notice from the using department. Given FTPL's extant ILS contract the expected go-live date for work would be in 2nd quarter of 2024.

2.13 Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if the contractor violates any requirements of the Contract, the FTPL shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve FTPL of any obligation for the balances to the contractor of any sum or sums set forth in the Contract. In case of default by the contractor, FTPL may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

2.14 Challenge of Specifications

Any Respondent who wishes to challenge a specification shall file such challenge in writing to the Franklin Township Public Library, Library Director no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and will have no impact on FTPL or the award of contract.

2.15 Payment

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and the correlation between the services claimed and the proposal.

FTPL may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- Deliverables not complying with the project specification;
- Reasonable doubt that the Contract can be completed for the balance then unpaid.
- When the above grounds are removed or corrected, payment shall be made for the amounts withheld because of them.

2.16 Ownership of Material

FTPL shall retain all of its rights and interest in any and all documents and property, both hardcopy and digital, furnished by FTPL to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to FTPL at the expiration or termination of the contract or completion of any related services pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of FTPL, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for FTPL pursuant to this contract shall belong exclusively to FTPL. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of FTPL upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make them available to third parties, without the prior written consent of FTPL. All information supplied to FTPL may be required to be supplied on storage media compatible with standard operating systems and file formats.

2.17 Open Public Records Act

Respondents are hereby advised that their responses may be subject to dissemination under the Open Public Records Act (“OPRA”) or the common law right of access.

3. Background and Scope

3.1 Background

Franklin Township Public Library opened its doors as the Madeline E. Lazar Memorial Library in 1958 with just 1,300 items. Increasing in size and moving to various locations in the following years, the voters of the township approved a referendum establishing the library as a municipal library in 1977. In 1980, a new 18,286 square foot building was dedicated in the township’s municipal complex; it contained 60,000 print volumes and served a population of 31,358. In the early 2000s the building was renovated and enlarged to 36,000sf. Since that time, the library’s

collection has increased to its current size of 177,000 print volumes. An additional branch located in the southern end of the township opened in 2012 and is expected to move into a new, larger building in 2023. A third branch opened in Franklin Township’s new Youth Center in 2022.

All three branches of Franklin Township Public Library serve a diverse population of 68,364 as well as the people who work and go to school in the township. In 2022, 560,144 items were checked out and 125,000 people visited library branches to borrow materials, participate in library programs, read, study, and interact in a clean, safe space.

Since 2005, FTPL has utilized SirsiDynix’s Symphony ILS; currently running on an in-house production server. A single set of circulation policies covers all three branches. Members may check out and return library materials from any branch; materials are transited between branches by a library operated delivery service.

Bibliographic records are shared across branches and our Technical Services staff is responsible for setting cataloging standards. Catalogers utilize ITS.MARC, Bibliophile, and hand cataloging to add, edit, and update both bibliographic and authority records. The library does not currently utilize any sort of acquisitions system but is looking to update practices.

The library currently utilizes SirsiDynix’s Enterprise public catalog. SirsiDynix’s BlueCloud Commerce provides online, and on-site credit card payment of patron bills processed by ProPay. The library contracts with Unique Management Systems for cardholder collection services.

	Current	Projected 5 Years
# of member libraries and branches	3	No change
# of bibliographic records	192,394	242,644
# of item records	224,299	294,627
# of authority records	213,132	234,132
# of patron records	17,847	22,343
# of annual circulation transactions	419,454	525,122
# of staff workstations *	30	No change
Population served	68,364	71,782

**Represents the maximum possible workstations in use across all branches. All workstations are not necessarily in use at the same time.*

3.2 Scope of Work

The scope of this project is to provide a fully functional integrated library system (ILS) solution for FTPL which meets the overall objectives and requirements as defined in this RFP, and to

provide implementation, training, hosting and maintenance services. FTPL is interested only in hosted or SaaS solutions – FTPL will not consider premise-based solutions that require library staff to maintain local servers.

Responses should address all the specific questions included in the Proposal Requirements (section 5).

4. Evaluation, Review, and Selection Process

4.1 Proposals Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. FTPL will either award the Contract within the applicable time period or reject all proposals. The FTPL may extend the decision to award or reject all proposals beyond the sixty (60) calendar days and the proposals of any Respondents who consent thereto may, at the request of FTPL, be held for consideration for such longer period as may be agreed upon.

4.2 Rejection of Proposals

FTPL reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such evidence fails to satisfy FTPL that such Respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein FTPL reserves the right to waive any minor informality in the RFP.

4.3 Evaluation Process

An evaluation team shall review all proposals. They will determine if the proposals satisfy the Proposal Requirements (section 5), determine if the proposal should be rejected and then evaluate the proposals based on the Evaluation Criteria.

Respondents may be asked to provide demonstrations. Any demonstrations will be available to all interested staff, who will have the opportunity to provide feedback to the team.

The highest evaluated Respondent will then be recommended to the governing body for award of contract, based upon the Evaluation Criteria.

4.4 Evaluation Criteria

The arrangement of the criteria in the following subsections does not imply order of importance in the selection process. All criteria will be used to select the successful Respondent.

4.4.2. Understanding of the Requested Work

Proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

4.4.3. Overall Suitability of the Proposed Solution

The ILS solution proposed by the Respondent will be evaluated for its overall suitability for FTPL's current and future needs, based on the functions and features covered by the Required Content (section 5.1).

4.4.4. Implementation and Migration

The migration and implementation plan provided by the Respondent will be evaluated to determine the projected ease of migration and the Respondent's approach to project management and communication (section 5.6).

4.4.5. Experience

Proposals will be evaluated to determine the Respondent's experience, including review of provided references that adequately demonstrate experience with the **services proposed** (sections 5.1 and 5.2).

4.4.6. Cost

Cost is an important consideration, but it is not an exclusive consideration. The evaluation process is designed to identify not necessarily the Respondent with the least cost, but the Respondent with the best combination of attributes based on all criteria.

4.5 Notice of Reward

The successful Respondent will be notified of the award of contract upon a favorable decision by the governing body

5. Proposal Requirements

5.1 Company Background

Please describe your company, qualifications, customer support, and any other relevant company information.

5.2 Customer References

Please provide three references where work of a similar nature and scope was performed.

5.3 ILS Features

In each category, please provide an overview as well as answers to the specific questions listed.

5.3.1. Discovery/OPAC

1. Is your Discovery layer/OPAC natively based on Bibframe? Please elaborate.
2. Does your Discovery layer/OPAC provide a single search result and single on-screen request button for each title? Please elaborate.

3. Does your Discovery layer/OPAC allow the library to promote library Collections? Please elaborate.
4. Does your Discovery layer/OPAC offer enriched content as part of the Discovery solution or is this an extra cost? Please elaborate.
5. Does your Discovery layer/OPAC meet federal accessibility guidelines? Please elaborate.
6. Does your Discovery layer/OPAC integrate with any electronic content platforms (e.g., cloudLibrary, hoopla, Overdrive)? Please elaborate.

5.3.2. Patron Services & Circulation

1. Is the full suite of staff activities relating to patron services and circulation functions web-based? Please elaborate.
2. Is it possible to switch from one workform (e.g., a patron record to a bib record) without closing a workform or opening a new tab? Please elaborate.
3. Are suggestions provided as search terms are entered? Please elaborate.
4. Is it possible to manage hold requests on a tablet? Please elaborate.
5. Please describe any Outreach Services subsystems and if they can be managed on a tablet.

5.3.3. Cataloging

1. Are cataloging functions web-based? Please elaborate.
2. Is it possible to create, copy, modify and bulk change item records? Please elaborate.
3. Is it possible to search remote databases and copy the cataloging details? Please elaborate.
4. During check-in is it possible for permissioned staff to edit item records? Please elaborate.

5.3.4. Acquisitions

1. Is automating workflows supported? Please elaborate.
2. Is EDI ordering supported? Please elaborate.
3. Can the library receive a shipment in multiple ways? Please elaborate.
4. Does the system support multiple and overlapping fiscal years? Please elaborate.
5. Does the library support manual acquisitions for non-library vendor orders? Please elaborate.

5.3.5. Serials Control

1. Are serials check in web-based? Please elaborate.
2. Is it possible to predict the next group of issues or parts? Please elaborate.
3. Is it possible to combine serials issues? Please elaborate.
4. Can missing issues be claimed? Please elaborate.

5.3.6. Reporting

1. Is an ad hoc reporting capability supported? Please elaborate.

2. Is it possible to bookmark frequently used reports? Please elaborate.
3. Is the reporting tool web-based? Please elaborate.
4. Is it possible to schedule reports to run at a date and time specified and to manage the schedule? Please elaborate.
5. Is it possible to output reports in a variety of formats? Please elaborate.

5.3.7. System Administration

1. Is an administrative interface provided to allow authorized staff to configure and edit parameters?

5.3.8. Integrations

1. Does your system integrate with other third-party products? Please include the method(s) of integration if possible (e.g., SIP2, API).
2. Do any of your integration methods involve any additional costs or service fees? Please elaborate.
3. Specific Services. For the services below please indicate any available methods of integration (e.g., SIP2, API) and any restrictions on available data:
 - a. Envisionware (Computer Management)
 - b. Patron Point (digital marketing)
 - c. cloudLibrary (electronic content)
 - d. Hoopla (electronic content)
 - e. Kanopy (electronic content)
 - f. LendingKey (library of things)
 - g. Communico (event calendar)

5.4 Hosting & Security

1. Do you provide application and server environment security? Please describe your certified information security management system.

5.5 Accessibility

1. Does your software meet a minimum WCAG 2.0 requirement? Does your software have VPAT?

5.6 Implementation Services

1. Please describe implementation, data migration and training services.
2. Please include a draft implementation timeline.

5.7 Future Vision

1. Please describe your future development plans.

5.8 Cost Proposal

1. Please provide a detailed cost proposal for five years.
2. Provide up-front purchase costs for year one, and ongoing licensing, support or maintenance costs for years one through five.

5.9 Additional Information

1. Please provide any additional information you feel is appropriate.

6. Scoring Criteria

Responses will first be evaluated to make sure that all proposal- and feature-related requirements are met. Responses will then be reviewed using the following criteria, weighted as noted below:

Understanding of the Requested Work (4.4.1)	10%
Overall Suitability of the Proposed Solution (4.4.3)	65%
• Discovery/OPAC (5.3.1)	• 25%
• Patron Services and Circulation (5.3.2)	• 20%
• Cataloging (5.3.3)	• 15%
• Acquisitions (5.3.4)	• 5%
• Serials Control (5.3.5)	• 5%
• Reporting (5.3.6)	• 20%
• Remaining Required Sections (5.3.7, 5.3.8, 5.4, 5.5, 5.7, 5.9)	• 10%
Implementation (4.4.4, 5.6)	10%
Experience (4.4.5, 5.1, 5.2)	10%
Cost (4.4.6, 5.8)	5%

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP.

- Administrative Conditions and Requirements (section 2)
- Background and Scope (section 3)
- Evaluation Process (section 4.3)
- Evaluation Criteria (section 4.4)
- Proposal Requirements (section 5)
- Affirmative Action Mandatory Language (pages 15-16)
- Affirmative Action Statement (page 17)
- Non-Collusion Affidavit (page 18)
- Stockholder Disclosure (pages 19-20)
- Americans with Disabilities Act Mandatory Language (pages 21-22)
- Business Registration Certificate (page 23)
- Disclosure of Prohibited Activities in Russia and Belarus (page 24- end)