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Ralph S. Bingham III, Executive Director

LibraryLinkNJ - The New Jersey Library Cooperative

Request for Proposal

LibraryLinkNJ - Statewide Delivery System

Issued by: **Ralph S. Bingham III, Executive Director**
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Date issued: **Friday, December 17, 2021**

Due Date: **Tuesday, February 15, 2022 by 2:00 PM**

LibraryLinkNJ, the New Jersey Library Cooperative, and its services are funded by the New Jersey State Library, which is responsible for the coordination, promotion, and funding of the New Jersey Library Network.

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**REQUEST FOR PROPOSAL (RFP) SPECIFICATIONS
FOR STATEWIDE LIBRARY DELIVERY SYSTEM SERVING
THE NEW JERSEY LIBRARY NETWORK**

SECTION 1 - INTRODUCTION

1.1 - BACKGROUND AND PURPOSE

The purpose of this Request for Proposal is to solicit proposals from qualified firms and organizations to provide delivery of library materials for public, school, academic, special and institutional libraries that are members of *LibraryLinkNJ - The New Jersey Library Cooperative*, hereafter referred to as “the Cooperative.” The Cooperative is part of the New Jersey Library Network and serves every county in the State of New Jersey. LibraryLinkNJ, the New Jersey Library Cooperative, and its services are funded by the New Jersey State Library, which is responsible for the coordination, promotion, and funding of the New Jersey Library Network. Bidders must meet the requirements as described within these RFP specifications. Pursuant to the express terms of this RFP, the contract will be awarded to the bidder whose proposal is most advantageous to the Cooperative in accordance with the selection criteria described in this RFP. The successful bidder will provide the services required under this RFP as an independent contractor.

NAME: INFOLINK is the organization’s legal name but the Cooperative is doing business as *LibraryLinkNJ - The New Jersey Library Cooperative*.

Statewide Delivery is not a new service, but a re-bid of a service already in place in New Jersey. The Cooperative operates a statewide delivery service for public, academic, school, special, and institutional libraries. This service is the backbone of resource sharing among members of the New Jersey Library Network. The vast majority of the volume is from the public libraries across the state.

	Total Packages
FY14 (July 2013-June 2014)	2,297,353
FY15 (July 2014-June 2015)	2,303,356
FY16 (July 2015-June 2016)	2,312,932
FY17 (July 2016-June 2017)	2,263,028
FY18 (July 2017-June 2018)	1,793,732
FY19 (July 2018-June 2019)	2,007,722
FY20 (July 2019-June 2020)	520,857*
FY21 (July 2020-June 2021)	319,178*

*The COVID-19 pandemic forced the closure of many libraries during FY20 & FY21 causing a drop in total packages.

A pre-pandemic FY20 overview reflects that the Cooperative delivered to 401 libraries that received either:

- One day (1 library)
- Two days (89 libraries)
- Three (82 libraries)
- Four (99 libraries)
- Five days (130 libraries) of delivery per week.

In November 2021 (FY22), 309 libraries received either:

- One day (4 libraries)
- Two days (91 libraries)
- Three (71 libraries)
- Four (91 libraries)
- Five days (52 libraries) of delivery per week.

As FY22 progresses, the number of libraries receiving delivery should increase and more closely match the pre-pandemic levels shown above.

Note: The FY22 (July 1, 2021 – June 30, 2022) delivery budget approved by the LibraryLinkNJ membership is \$998,784. This includes delivery vendor cost as well as supplies provided by the Cooperative, such as plastic bags and tote bins.

When a library user desires materials and information from another New Jersey library, the user requests a loan through their local library's online catalog or the statewide interlibrary loan system. The requested materials are sent from the owning library to the user's local library through delivery. Library users may also return materials borrowed from other member libraries to their own library, which then uses delivery to return the item to the owning library.

The statewide delivery service was begun over 30 years ago to support resource sharing among libraries. A variety of borrowing agreements among library consortia and resource sharing in public library branch systems and academic institutions is in place. Interlibrary loan of materials between libraries is conducted across the state. Materials to be shipped include - but are not limited to - books, audio tapes, CDs, DVDs, videos, documents, envelopes, boxes of books, zippered canvas bags of books, bulk loans that move on a library circuit, and other library material.

1.2 - TERM OF CONTRACT

The contract for the Statewide Delivery System shall be in effect from July 1, 2022 through June

30, 2023. The Cooperative may extend the contract award for up to two “one-year” periods or parts thereof. The Cooperative holds the contract. All billing is sent to the Cooperative. Prior to the contract expiration date, the vendor will be notified with regard to the decision to extend the contract award. If the Cooperative requests an extension, the agreement of this extension will be in the form of a supplement to the contract award.

1.3 - SCHEDULE OF EVENTS

Release of RFP:	Friday, December 17, 2021
Written Questions for Bidder's Conference due	Tuesday, January 4, 2022 at 11:00 a.m.
Bidders Conference (mandatory): In person or Zoom meeting available (link available below)	Wednesday, January 5, 2022, 11:00 a.m. LibraryLinkNJ Office, 2300 Stuyvesant Ave., Trenton, NJ 08618
RFP Proposal Due Date:	Tuesday, February 15, 2022 by 2:00 p.m.
Proposals Opened and Read	Tuesday, February 15, 2022 at 2:00 p.m.
Anticipated Announcement of Award:	Friday, April 22, 2022
Anticipated Contract Commencement Date:	Friday, July 1, 2022

SECTION 2 - SCOPE OF WORK

2.1 - FREQUENCY

Delivery is defined as delivering Monday through Friday during the time a library is open. A link to a detailed listing of current libraries, addresses and current delivery frequency appears in *Appendix A*.

Stops for pickups and deliveries at participating libraries will be on a route basis. It is preferable for delivery to be at a consistent time of day, with a set schedule of stops. We ask all bidders to include a detailed schedule for the initial contract launch. We are willing to discuss mutually acceptable revisions that will contribute to efficient services to libraries.

Current stops are based on a frequency of one to five days per week. The Cooperative schedules occasional stops for once per week delivery, or one time delivery and/or pickups.

The Cooperative is interested in a proposal that includes:

- A. Cost per stop pricing for one, two, three, four, and five days per week delivery options.
- B. Bidding vendors may propose new, different or more efficient methods of providing this service including a detailed cost proposal.

School Libraries: Deliveries to schools are not made during the summer, or during winter and spring holiday breaks of one or more weeks. School stops are deleted from the schedule and from invoices during these periods. The Cooperative will provide at least two weeks advance notice of these deletions. For example, this year delivery to school libraries ceased on June 11, 2021 and resumed on September 13, 2021, for a break of thirteen weeks.

Holidays: Each year, the Executive Director of the Cooperative and the contractor will reach a mutual agreement on a set of holidays when the Cooperative office will be closed.

- A. The current Cooperative holiday list includes: New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.
- B. The Cooperative will verify which libraries stay open on some or all of these holidays and make this information available to the vendor. If a library is open on a holiday, delivery is expected. The vendor must detail how they will approach providing service to these open libraries
- C. The Cooperative will pay vendor for holidays. Although no deliveries, with few exceptions, take place on holidays, library patrons continue to request items online and the vendor must be prepared for an increase above normal volume after a holiday.

2.2 - DELIVERY VOLUME

As noted previously, before the pandemic the estimated number of items shipped from July 2018 – June 2019 (FY19) was 2,007,722 packages which were sorted and delivered. The average number of items per package is 2.08 (2 million packages x 2.08 items per package = 4.18 million items based on this sample).

The range of items to be picked up on one day at any single library may vary from shipments of 1-5 items in clear plastic shipping bags, to large boxes of books or DVDs, to more than 20 boxes or zippered bags daily at some libraries receiving service.

The Cooperative provides blue tote bins for participating libraries to use to facilitate the transport of materials. These tote bins have no covers and are the same shape and size as the white bins used by the U.S. Postal Service. The dimensions are 17 inches top length, 12 inches top width, 11 inches depth.



The vendor will pick-up **all materials** awaiting pickup by each driver, each scheduled delivery day and specify how this will be done. Vendor vehicles need to be of sufficient size and capacity to handle the volume of materials on a route.

2.3 - DELIVERY TIMES

- A. Deliveries are made Monday through Friday.
- B. The vendor must schedule its delivery time during the hours a library is open. Most public libraries are open for service from 10:00 a.m. to 5:00 p.m. or longer, with the exception that most school libraries are open from 8:30 a.m. to 2:30 p.m. Both ranges of hours must be accommodated within a scheduled delivery route.
- C. **Libraries with unique hours outside of the delivery hours above are identified in Appendix A.**
- D. Materials should not be delivered if the library is closed, unless the Cooperative office has confirmed an alternate arrangement. Re-delivery must be tried the next time a stop is scheduled for that site. If the library is closed for five consecutive days, the materials must be delivered to the Cooperative office.
- E. The vendor must notify the Cooperative by the close of the next business day of any missed stops and provide reasons(s) for the occurrence.
- F. The vendor will provide a maximum of two business days transit time between shipping library and destination library for libraries receiving 3, 4, or 5 day a week deliveries for 80% of items. The vendor will provide a maximum of three business days' transit time for 1 or 2-day a week libraries for 90% of items. The vendor will provide a maximum of five business days' transit time for 100% of items. This will be measured by sampling by the Cooperative office and problem resolution with delivery libraries. The vendor will ensure this through timely sorting, adequate storage and efficient transfer of materials and provide an explanation of how they will ensure this.
- G. Libraries prefer a fixed time for deliveries. The vendor will outline proposed schedules and give possible variations for variable routes.
- H. The vendor will maintain sorting facilities. It is desirable that the sorting facilities be strategically located across the state so they can efficiently serve the geographic

distribution of the service. Multiple sorting facilities are desirable. Include the schedule for inter-sort site transfers in your bid, that is, how often are materials from the sort sites exchanged and on what schedule.

- I. The Cooperative shall have a reasonable opportunity to inspect all service performed by, work produced by, and facilities of the Contractor. Before a contract is signed, the Cooperative must have the opportunity to inspect the Contractor's facilities and the Cooperative will have the right to perform inspections periodically through the duration of the contract.

2.4 - ADDITIONS AND DELETIONS

The Cooperative may add and delete libraries or stops in the delivery schedule any time during the contract year. *Appendix A* is the current delivery list. Within 10 business days' notification from the Cooperative, the vendor shall make additions and deletions in the delivery schedule, and bill at the contract rates.

2.5 - CHANGES IN SERVICE

Changes by the vendor to the delivery schedule and service may be instituted only after discussion with, notification to, and agreement from the Cooperative office. A five business day notification of the proposed change is required.

The impact of weather, such as a snowstorm or other emergencies, on a day's route will be addressed on a case-by-case basis.

Although no deliveries take place on days when a weather emergency curtails or cancels delivery, library patrons continue to request items online and the vendor must be prepared for an increase above normal volume after such an event.

2.6 - IMPROVEMENTS TO CURRENT SCOPE OF WORK

Bidding vendors are encouraged to propose new, different or more efficient methods of providing this service. We encourage vendors to make multiple proposals when alternatives are presented: one proposal for current level of service and additional proposals for new variations. See also *Section 3.6 - Technology*.

2.7 - TRANSITION PLAN

Bidding vendors must describe a transition plan and timeline for a changeover from the current

vendor. Include details of changes at the library level (packaging, labeling, sorting, etc.) and the Cooperative-office level.

SECTION 3 - SPECIAL TERMS AND CONDITIONS

3.1 – INDEPENDENT CONTRACTOR

The successful bidder, along with its employees and/or contractors will be considered an independent contractor and shall not be deemed to be an agent, servant, employee or representative of the Cooperative. In seeking an independent contractor to perform the services required under this RFP, the Cooperative recognizes that no one organizational structure is necessary to achieve independent-contractor status. Rather, the Cooperative understands that a vendor may achieve independent-contractor status through a variety of organizational structures.

3.2 - BILLING

The vendor will bill the Cooperative monthly, net 30 days, for the previous month's service. The vendor is responsible to keep records of all stops and exceptions and bill accurately. The bill must indicate clearly the number of stops made at each frequency and rate. Any credits will detail all exceptions to scheduled work and include the date, name of library and reason for the credit. The Cooperative pays bills twice per month – mid-month and end of the month.

The vendor will monitor the quantity of empty blue totes on hand and inform the Cooperative when the possibility of resupply is necessary.

3.3 - MATERIALS

Materials to be shipped include, but are not limited to: books, audiotapes, CDs, DVDs, videos, documents, envelopes, boxes of books, and other library material.

The Cooperative does NOT allow libraries to send the following materials through the delivery system:

- A. Oversized/heavy packages: individual packages that weigh more than 50 pounds or that exceed more than 130 inches in length, plus width, plus height of the longest side.
- B. Fragile/breakable items.
- C. Equipment.
- D. Furniture.
- E. Material of a rare or irreplaceable nature.

The vendor will notify the Cooperative in a timely manner about violations.

The vast majority of shipping currently comprises blue tote bins filled with books and media packaged in plastic bags (each package requires sorting) and sealed cardboard boxes of library materials that do not need to be sorted because the box itself is labeled for the destination library.

3.4 - PACKAGING AND LABELING REQUIREMENTS

Each participating library is responsible for packaging and labeling. In the current structure, the Cooperative requires each participating library to include an appropriate delivery label with each package shipped. The label contains the name and address of the ship-to library and the ship date linked to the next expected delivery pick-up. The label contains a unique identification number for each library as developed and assigned by the current vendor. Links to sample labels are provided in *Appendix C*. Item(s) will be placed in tote bins. Multiple items intended for the same destination may be placed in a single “zip-top” bag, of 12 inches by 12 inches by 4 inches. A larger plastic bag (a sealed bag but not “zip-top” of 14 inches by 20 inches) is also used. No other special packaging is required. A bidder may retain the current structure or propose a different structure for consideration by the LibraryLinkNJ Delivery Services Task Force.



Libraries that are shipping larger quantities of items to a single destination library may also package items in a sealed cardboard box (of varying sizes) or a zippered canvas bag and label the box or bag for the destination.



When a library prepares and labels a pre-sorted container which does not require sorting at the warehouse, the Cooperative strongly believes that it be delivered the same day, when the destination is on the same route and delivery is scheduled after the pick-up. This process will

enhance delivery and result in more efficient shipping.

3.5 - RECORD KEEPING AND DOCUMENTATION

Except in the case of one-time shipments, libraries do NOT manifest or track individual items or shipments. The vendor, in turn, moves shipments intact to the destination address and will not have records or knowledge of what is contained in each individual shipment.

Libraries record the total number of pieces (packages) picked up at a library each delivery day. Drivers must sign a log that the library maintains in a visible, permanent location. Drivers will sign only on the day the actual delivery takes place. This log is each library's delivery record and is required by the Cooperative. It documents monthly delivery activity. A bidder may retain the current structure or propose a different structure for consideration by the LibraryLinkNJ Delivery Services Task Force to document each delivery and all exceptions, when applicable.

3.6 - TECHNOLOGY

The vendor will provide and describe available technology in these areas for the following processes:

- A. Record keeping.
- B. Monitoring of route/driver status.
- C. Notification of delivery/pick-up completion at each stop.
- D. Online communication between the Cooperative and vendor.
- E. Problem resolution.
- F. Customer-service management system.

The vendor must document the option included in the price/stop quote or break out pricing for technology options. The Cooperative is especially interested in other technology options that save communications time and assist in route efficiency.

3.7 – SUBCONTRACTING OR ASSIGNMENT

- A. Subcontracting: If the vendor anticipates relying on subcontractors to fulfill the service contemplated by this RFP, the vendor's response must identify all anticipated subcontractors. Except as set forth in the vendor's proposal, the vendor may not subcontract without prior written consent of the Cooperative. Such consent, if granted, shall not relieve the vendor of any of its responsibilities under the contract, nor shall it create privity of contract between the Cooperative and any subcontractor. If the vendor

uses a subcontractor to fulfill any of its obligations, the vendor shall be responsible for the subcontractor's: (i) performance; (ii) compliance with all of the terms and conditions of the contract; and (iii) compliance with the requirements of all applicable laws. If the Cooperative consents to the use of subcontractors, the successful vendor is required to provide a copy of any subcontractor agreement as an appendix to the contract between the Cooperative and the successful vendor.

- B. Assignment: The vendor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Cooperative.

3.8 – NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND COOPERATIVE

Nothing contained in any of the contract documents, including this RFP and the vendor's proposal shall be construed as creating any contractual relationship between any subcontractor and the Cooperative.

SECTION 4 - VENDOR REQUIREMENTS/RESPONSIBILITY

The vendor agrees to the following:

- A. To perform all of the services listed in the proposal specifications in the sections above as an independent contractor.
- B. To purchase and maintain, without lapse, insurance written by a responsible insurance company, including the following coverage, and describe required Cooperative documentation, in the event of loss:
1. Workers' Compensation and Employer's Liability on employees and independent contractors as required by applicable statute.
 2. Cargo Insurance up to \$100,000 per shipment.
 3. Warehouse insurance to cover any potential loss from fire, flood, etc.
 4. Commercial General Liability Insurance written on an occurrence form, including independent contractor liability, contractual liability, covering but not limited to bodily injury liability, property damage liability and the liability assumed under the indemnification provisions of this contract. The minimum limits of liability shall not be less than a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.

5. Documentation of each of these must be filed with the Cooperative with the submitted proposal.

6. The bidder is encouraged to document if the firm has higher liability coverage.
 7. The vendor is asked to represent the number of motor vehicle accidents in the past two years and the damages received or paid.
- C. To assume all risk of loss and to indemnify and hold harmless the Cooperative, its officers, agents and employees from and against any liabilities, demands, claims suits, losses, damages, causes of action fines or judgments, including costs, attorney and witness fees, and expenses incident thereto, for injuries to persons (including death) and for the loss of damage to, or destruction of property arising out of or in connection with this agreement unless caused by the negligence or willful misconduct of the Cooperative, its officers, agents or employees.
- D. To be liable for any expense incurred as a consequence of any motor vehicle infraction or parking violations attributable to employees and/or subcontractors of the vendor.
- E. That under no circumstances is the vendor or any subcontractor's personnel deemed an employee of the Cooperative. Vendor or subcontractor personnel shall not represent themselves to be employees of the Cooperative.
- F. That under no circumstances shall the Cooperative be held liable for any acts by and/or claims brought against any of the vendor's employees or agents whether committed inside or outside the scope of employment.
- G. To assume all responsibility for its actions, its employee actions and, if any, subcontractor's actions while engaged in any activity connected with the contract resulting from this RFP.
- H. To make a reasonable attempt to locate missing or lost materials in the delivery system and have an established procedure for dealing with missing/lost items.
- I. To provide a contact person(s) who is on-duty and accessible by telephone and email Monday through Friday during the hours 9 a.m. - 5 p.m. to resolve problems reported by the Cooperative office and to contact drivers by radio or cell phone when necessary. The vendor will acknowledge and respond to questions and feedback from the Cooperative within one hour of receipt.
- J. Drivers must speak, read and write English sufficient for basic communication with the vendor's dispatch staff and staff at libraries. The vendor is responsible for clearly communicating customer needs to drivers, including communicating with those whose first language is not English.

- K. To bill the Cooperative for pick-ups or deliveries from/to stops on the master list only. Payments for other pick-ups or deliveries must be authorized in writing by the Cooperative.
- L. To communicate directly with the Cooperative office. All communication concerning missed pick-ups, scheduled stops, packaging and labeling, requests for pick-ups outside the contracted schedule and other delivery issues must be between the Cooperative office and vendor.
- M. To ensure that vendor personnel have the ability to lift up to 50 lbs. and to perform the bending, stooping and lifting actions required for the delivery functions of this service.
- N. To ensure that vendor personnel are in attire clearly indicating the name of the firm and their affiliation with the firm. Personnel will have company identification cards at all times.
- O. To ensure that drivers have sufficient equipment (e.g., hand trucks, boxes, bins) to pick up all waiting items and to transport them to their vehicle.
- P. That the vehicles must be supplied by the vendor or any subcontractors and maintained in a clean condition and in good working order and covered by the vendor's liability and loss/damage insurance policies in relation to the services provided to the Cooperative and its members.
- Q. To supply a detailed daily schedule for each route with descriptions of the type of delivery vehicle that will be used on each route. If routes are adjusted by mutual consent, new routes and vehicle descriptions shall be supplied to the Cooperative and are subject to approval by the Cooperative.
- R. All vehicles be of sufficient size and capacity to handle the volume of materials on a particular route and to accommodate changes in volume throughout the year.
- S. That the vendor will supply a list, with addresses and descriptions (including the location, quantity and sorting/storage area in square feet), of all depots and sorting facilities. Highly desired among the depots is a northern New Jersey location of sufficient size to serve the especially large volume libraries in the counties of in the northern half of the state.
- T. That the vendor will meet with the Cooperative monthly, either face-to-face in the Cooperative's office or at the vendor's warehouse, by telephone conference call, or online meeting.
- U. At the request of the Cooperative, the vendor will meet with Cooperative staff for scheduled sort site inspections.
- V. The Cooperative and the vendor acknowledge that the Cooperative is subsidized by the State of New Jersey. In the event funding is terminated or curtailed by the State of New Jersey, the Cooperative shall have the right, in its sole discretion, to renegotiate or terminate the contract within 90 days' written notice to the vendor with no penalty to the Cooperative or recourse to

the vendor.

- W. The vendor is required to take responsibility and provide reimbursement (at typical library replacement costs) for all known theft, losses, and damages incurred while in your possession or a subcontractor's possession. Describe proposed policies/terms/insurance coverage on how such losses, damage, and possession will be determined. Describe any limits on reimbursement.

SECTION 5 - QUALITY ASSURANCE AND ADMINISTRATIVE FEES

In assuming this work, the vendor agrees to provide high quality services in all respects and the Cooperative reserves the right to charge administrative fees when quality work is lacking in specific situations, that is:

- A. The vendor shall track each stop made and bill for all complete stops made during each month.
- B. For any incomplete stops, i.e., when all materials available for delivery are not picked up, the vendor will notify the Cooperative of the date and library name and will incur an administrative fee equal to 25% of the per stop cost for that stop. The vendor shall automatically subtract this administrative fee from the monthly invoice. (Not applicable the day after holidays or the day after a weather emergency that curtails delivery services.)
- C. It is the vendor's responsibility to bill accurately. When stops that were not made or were incomplete are billed as complete, and this fact is discovered by the Cooperative, a \$5.00 administrative fee will be deducted from the month's payment for each affected stop. This amount is in addition to the total stop cost in the event of a missed stop and in addition to the 25% administrative fee, in the event of an incomplete stop. Repeated months of inaccurate billing will be considered breach of contract.
- D. The Cooperative will periodically verify turnaround time, sorting accuracy, and delivery accuracy by sampling stops. Should the agreed upon standards for turnaround time and sorting accuracy be lacking, the vendor will be given seven days' notice to correct the problem. If either one of these standards is still deficient in a subsequent sample, a 1% administrative fee will be deducted from the next month's invoice. Repeated months of non-compliant turnaround time and/or sorting accuracy will be considered breach of contract.
- E. The vendor shall provide high quality responsive customer service by telephone and email during the normal work day (9:00 a.m. – 5:00 p.m.) and respond to requests from the Cooperative within one hour. Failure to respond in a timely manner on repeated days will be considered breach of contract.

Standards:

The vendor will provide:

- A. A maximum of two business days' transit time between shipping library and destination library for libraries receiving 3, 4, or 5 day a week deliveries for 80% of items. The vendor will provide a maximum of three business days transit time for 1 or 2-day a week libraries for 90% of items. The vendor will provide a maximum of five business days transit time for 100% of items. The vendor will ensure this through timely sorting, adequate storage and efficient transfer of materials and provide an explanation of how they will ensure this.
- B. A minimum of 99% sorting accuracy.
- C. A minimum of 99% delivery accuracy.
- D. Response to customer service requests by telephone and email within one hour during normal working hours of 9:00 a.m. – 5:00 p.m. on weekdays.

SECTION 6 - BIDDER'S CONFERENCE AND QUESTIONS

All prospective bidders must attend a **Bidder's Conference on Wednesday, January 5, 2022 at 11:00 a.m.** in-person at the LibraryLinkNJ Office, 2300 Stuyvesant Ave., Trenton, NJ 08618 or virtually via Zoom.

- Attendance is mandatory.
- Advance registration is required; see <https://www.librarylinknj.org/delivery/RFP2022> for registration information.
- Attendance may be in-person or virtually via Zoom.
- Directions to the office are available at <https://librarylinknj.org/about-us/directions>.
- Instructions to attend the conference via Zoom:

Topic: LLNJ Statewide Delivery Service RFP Bidder's Conference

Time: Jan 5, 2022 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87287316164?pwd=d1pGYzd5K0lrTUQ2Wlo5Mk50d01rdz09>

Meeting ID: 872 8731 6164

Passcode: 541963

One tap mobile

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Dial by your location

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- +1 301 715 8592 US (Washington DC)
- +1 346 248 7799 US (Houston)
- +1 669 900 9128 US (San Jose)
- +1 253 215 8782 US (Tacoma)

Meeting ID: 872 8731 6164

Bidders may submit written questions (citing the particular proposal sections and paragraph number, where appropriate) by Tuesday, January 4, 2022 at 11:00 a.m., prior to the bidder's conference. See <https://www.librarylinknj.org/delivery/RFP2022> for submittal form. Answers will be provided to the questions properly submitted at the meeting on January 5, 2022.

SECTION 7 - RENEWAL FACTORS

- A. Provided sufficient funding is available, in the sole discretion of the Cooperative, the Cooperative may offer an annual contract renewal, with a maximum of two one-year renewals.
- B. Volume fluctuations may occur during the contract period as the Parties negotiate one of the renewals available in the Agreement. Please describe how these will affect pricing at renewal time. For example, if volume increases or decreases by five percent, in terms of packages shipped, how will that affect the renewal price? The Cooperative regularly gathers statistics from the libraries and anticipates that these annual figures will be used to measure volume fluctuations, except when the vendor proposes a mutually acceptable alternative.
- C. Regulatory change in the industry may increase or decrease vendor costs at renewal time. The Cooperative understands that such costs, e.g., minimum wage increases, may affect the vendor's cost of doing business. The Cooperative prefers to accept direct increases due to regulation and direct decreases, in such an event. However, the Cooperative prefers not to include any overhead or profit in such cases.
- D. Please provide renewal costs for possible renewal should the Cooperative exercise the renewal option after the first contract year.**
- E. Please provide renewal costs for possible renewal should the Cooperative exercise the renewal option after the second contract year.**

SECTION 8 - COST INFORMATION

The vendor must show all costs for the proposed service. Any costs not included in this proposal, for any equipment, personnel, software or service necessary to implement the service will be the responsibility of the vendor. Prices are for statewide delivery as described in this document. See *Appendix A* for a link to statistical information about delivery volume and locations.

Vendor shall quote prices for:

- A. Cost per stop for all delivery stops.
- B. The vendor may quote a specific range of costs/stop. If the vendor quotes a specific range of costs/stop to account for geographic and volume differences, the vendor must state a minimum total anticipated from a contract award.
- C. Cost per stop for one, two, three, four, and five days per week delivery options
- D. Cost per stop for one time delivery/pick-up.
- E. Costs per stop to add stops.
- F. If your bid includes a fuel surcharge, please include the following information in your proposal to demonstrate that the surcharge is affecting only fuel costs and not the overall contract:
 - 1. Detailed route information with daily mileage and fuel efficiency for all vehicles to allow the Cooperative to verify that fuel surcharges are not applied to sorting effort and driver hourly compensation.
 - 2. Baseline fuel cost at time of proposal.
 - 3. Source of data for fuel cost increases/decreases.
 - 4. Fuel cost credits must be included, in the event that fuel costs decrease.

SECTION 9 - BIDDER SUBMITTAL REQUIREMENTS

In addition to answers to *Section 8 - Cost Information*, each bidder shall submit responses to all of the following information in the order listed below:

Identify responses by number and letter. (Exp: 9:A; 9:B; 9:C.3; etc.)

- 1. Name of a single individual that will be assigned as the project manager of this project. Please include title or position, telephone numbers and e-mail address.
- 2. Describe your firm's experience with library delivery and/or similar work.
- 3. Service Plan describing how the vendor proposes to administer and support the statewide delivery to libraries: (Described in *Section 2* and in *Section 3*)

- A. Frequency
 - 1. The bidder will include a detailed schedule of stops for the initial contract launch.
 - 2. The bidder will detail how they will provide service to libraries open on the Cooperative holidays.
 - 3. The bidder will describe how they will be prepared for an increase in volume after a closed holiday or weather emergency.
- B. Delivery Volume
 - 1. The bidder will describe how they will pick-up all materials awaiting pick-up by each driver, each scheduled delivery day, and specify how this will be done.
- C. Delivery Times
 - 1. The bidder will describe how they will fulfill the following transit times:
 - a. Two business day transit time for 3, 4, or five day a week deliveries for 80% of the time
 - b. Three business day transit time for 1 or 2-day a week deliveries for 90% of the time
 - c. Five business day transit time for all deliveries 100% of the time.
 - 2. Libraries prefer fixed times for deliveries. The bidder will outline proposed schedules and give possible variations for variable routes.
 - 3. The bidder will include inter-sort site transfers in their bid, that is, how often materials from the sort sites exchanges and on what schedule.
- D. Additions and Deletions
 - 1. The bidder agrees that the Cooperative may add or delete stops with 10 business days' notification.
- E. Changes in Service
 - 1. The vendor agrees that changes to the delivery schedule may be instituted only after discussion with, notification to, and agreement from the Cooperative office. A five business day written notification to the Cooperative of the proposed change is required.
- F. Improvements to the Current Scope of Work
 - 1. The bidder may propose new, different or more efficient methods of providing this service. We encourage vendors to make multiple proposals when alternatives are presented -- one proposal for the current level of service and additional proposals for new variations. See also section 3.6 - Technology.
- G. Transition Plan
 - 1. The vendor will describe a transition and timeline for a changeover from the current vendor. Include details at the library level (packaging, labelling, sorting, etc.) and the Cooperative-office level.
- H. Independent Contractor
 - 1. The bidder, along with its employees and/or contractors will be considered an

independent contractor and shall not be deemed to be an agent, servant, employee or representative of the Cooperative.

I. Billing

1. The bidder will bill the Cooperative monthly, net 30 days.

J. Materials

1. The bidder agrees with the descriptions of materials to be shipped and exclusions described in Section 3.3.

K. Packaging and labeling requirements

1. The bidder will include a description of any vendor-required packaging and delivery procedures that are different from those described in Section 3.4.

L. Record Keeping and Documentation

1. The bidder agrees that drivers must record the total number of packages picked up at a library each delivery day. Additionally, drivers must sign a log that the library maintains in a visible, permanent location. Drivers will sign only on the day the actual delivery takes place.
2. A bidder may retain the current structure or propose a different structure for consideration by the LibraryLinkNJ Delivery Services Task Force to document each delivery and all exceptions, when applicable.

M. Technology

The bidder will provide and describe available technology in these areas for the following processes:

1. Record keeping
2. Monitoring on route/driver status
3. Notification of delivery/pick-up completion at each stop
4. Online communication between the Cooperative and bidder
5. Problem resolution
6. Customer-service management system
7. Include a description of technology options with break out pricing in the areas described in 3.6.

N. Subcontracting or Assignment

1. Except as described in the bidder's proposal, the bidder may not subcontract without prior written consent of the Cooperative. Such consent, if granted, shall not relieve the vendor of any of its responsibilities under the contract, nor shall it create privity of contract between the Cooperative and any subcontractor. If the vendor uses a subcontractor to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's: (i) performance; (ii) compliance with all of the terms and conditions of the contract; and (iii) compliance with the requirements of all applicable laws.
2. The bidder may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Cooperative.

O. No Contractual Relationship Between Subcontractors and Cooperative

1. Nothing contained in any of the contract documents, including this RFP and the bidder's proposal, shall be construed as creating any contractual relationship between any subcontractor and the Cooperative.

4. Provide the following information for each subcontractor that vendor intends to utilize in connection with the contract: (Described in Section 3)

- A. Name of subcontractor, if known at time of RFP response (the final contract will require detailed information on any proposed subcontractor).
- B. Address and telephone number for subcontractor if known at time of RFP response (the final contract will require detailed information on any proposed subcontractor).
- C. Services for which the vendor plans to utilize the subcontractor.

If a vendor intends to subcontract a portion or portions of the contract, but is unable to provide the above information for each subcontractor at the time that vendor submits its proposal, the vendor must provide a detailed plan of how the vendor plans to provide the services required under the contract and the steps that the vendor will take to timely procure subcontractors to provide those services.

If a vendor does not intend to utilize any subcontractor in connection with the contract, the vendor should indicate that the vendor does not intend to utilize any subcontractor.

5. Bidder Requirements/Responsibility: (Described in Section 4)

The Bidder agrees to the following and provides documentation where necessary:

- A. To perform all of the services listed in the proposal specifications as an independent contractor.
- B. To purchase and maintain, without lapse, insurance written by a responsible insurance company, including the following coverage, and describe required Cooperative documentation, in the event of loss:
 1. Workers' Compensation and Employer's Liability on employees and independent contractors as required by applicable statute.
 2. Cargo Insurance up to \$100,000 per shipment.
 3. Warehouse insurance to cover any potential loss from fire, flood, etc.
 4. Commercial General Liability Insurance written on an occurrence form, including independent contractor liability, contractual liability, covering but not limited to bodily injury liability, property damage liability and the liability assumed under the

indemnification provisions of this contract. The minimum limits of liability shall not be less than a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.

5. Documentation of each of these must be filed with the Cooperative with the submitted proposal.

6. The bidder is encouraged to document if the firm has higher liability coverage.
 7. The vendor is asked to represent the number of motor vehicle accidents in the past two years and the damages received or paid.
- C. To assume all risk of loss and to indemnify and hold harmless the Cooperative, its officers, agents and employees from and against any liabilities, demands, claims suits, losses, damages, causes of action fines or judgments, including costs, attorney and witness fees, and expenses incident thereto, for injuries to persons (including death) and for the loss of damage to, or destruction of property arising out of or in connection with this agreement unless caused by the negligence or willful misconduct of the Cooperative, its officers, agents or employees.
- D. To be liable for any expense incurred as a consequence of any motor vehicle infraction or parking violations attributable to employees and/or subcontractors of the vendor.
- E. That under no circumstances is the vendor or any subcontractor's personnel deemed an employee of the Cooperative. Vendor or subcontractor personnel shall not represent themselves to be employees of the Cooperative.
- F. That under no circumstances shall the Cooperative be held liable for any acts by and/or claims brought against any of the vendor's employees or agents whether committed inside or outside the scope of employment.
- G. To assume all responsibility for its actions, its employee actions and subcontractor's actions while engaged in any activity connected with the contract resulting from this RFP.
- H. To make a reasonable attempt to locate missing or lost materials in the delivery system and have an established procedure for dealing with missing/lost items.
- I. To provide a contact person(s) who is on-duty and accessible by telephone and email Monday through Friday during the hours 9:00 a.m. – 5:00 p.m. to resolve problems reported by the Cooperative office and to contact drivers by radio or cell phone when necessary. The vendor will acknowledge and respond to questions and feedback from the Cooperative within one hour of receipt.

- J. Drivers must speak, read and write English sufficient for basic communication with the vendor's dispatch staff and staff at libraries. The vendor is responsible for clearly communicating customer needs to drivers, including communicating with those whose first language is not English.
- K. To bill the Cooperative for pick-ups or deliveries from/to stops on the master list only. Payments for other pick-ups or deliveries must be authorized by the Cooperative.
- L. To communicate directly with the Cooperative office. All communication concerning missed pick-ups, scheduled stops, packaging and labeling, requests for pickups outside the contracted schedule and other delivery issues must be between the Cooperative office and vendor.
- M. To ensure that vendor personnel have the ability to lift up to 50 lbs. and to perform the bending, stooping and lifting actions required for the delivery functions of this service.
- N. To ensure that vendor personnel are in attire clearly indicating the name of the firm and their affiliation with the firm. Personnel will have company identification cards at all times.
- O. To ensure that drivers have sufficient equipment (e.g., hand trucks, boxes, bins) to pick up all waiting items and to transport them to their vehicle.
- P. That the vehicles must be supplied by the vendor or any subcontractors and maintained in a clean condition and in good working order and covered by the vendor's liability and loss/damage insurance policies in relation to the services provided to the Cooperative and its members.
- Q. To supply a detailed daily schedule for each route with descriptions of the type of delivery vehicle that will be used on each route. If routes are adjusted by mutual consent, new routes and vehicle descriptions shall be supplied to the Cooperative and are subject to approval by the Cooperative.
- R. **All vehicles be of sufficient size and capacity to handle the volume of materials on a particular route and to accommodate changes in volume throughout the year.**
- S. That the vendor will supply a list, with addresses and descriptions (including the location, quantity and sorting/storage area in square feet), of all depots and sorting facilities. Highly desired among the depots is a northern New Jersey location of sufficient size to serve

libraries in the large volume counties in the northern half of the state.

T. That the vendor will meet with the Cooperative monthly, either face-to-face in the Cooperative's office or at the vendor's warehouse, by telephone conference call, or online meeting.

U. At the request of the Cooperative, the vendor will meet with Cooperative staff for scheduled sort site inspections.

V. The Cooperative and the vendor acknowledge that the Cooperative is subsidized by the State of New Jersey. In the event funding is terminated or curtailed by the State of New Jersey, the Cooperative shall have the right, in its sole discretion, to renegotiate or terminate the contract within 90 days written notice to the vendor with no penalty to the Cooperative or recourse to the vendor

W. The vendor is required to take responsibility and provide reimbursement (at typical library replacement costs) for all known theft, losses, and damages incurred while in your possession or a subcontractor's possession. Describe proposed policies/terms/insurance coverage on how such losses, damage, and possession will be determined. Describe any limits on reimbursement.

6. Detailed Schedule for all Routes with Libraries on Each Route: (Described in Section 4-Q and in Section 4-R)

A. Description of the type, size and capacity of the vehicles used for delivery by the vendor and/or subcontractors).

7. List, with Addresses and Descriptions: (Described in Section 4-S)

A. Location, quantity and storage area, and which libraries are or will be serviced of all New Jersey depots/sorting facilities used by the vendor.

8. Quality Assurance and Administrative Fees (Described in Section 5)

The Bidder agrees to provide high quality services in all respects and agrees that the Cooperative reserves the right to charge administrative fees when quality work is lacking in specific situations, that is:

- A. The vendor shall track each stop made and bill for all complete stops made during each month.
- B. For any incomplete stops, i.e., when all materials available for delivery are not picked up, the vendor will notify the Cooperative of the date and library name and will incur an

administrative fee equal to 25% of the per stop cost for that stop. The vendor shall automatically subtract this administrative fee from the monthly invoice. (Not applicable the day after holidays or the day after a weather emergency that curtails delivery services.)

- C. It is the vendor's responsibility to bill accurately. When stops that were not made or were incomplete are billed as complete, and this fact is discovered by the Cooperative, a \$5.00 administrative fee will be deducted from the month's payment for each affected stop. This amount is in addition to the total stop cost in the event of a missed stop and in addition to the 25% administrative fee, in the event of an incomplete stop. Repeated months of inaccurate billing will be considered breach of contract.
- D. The Cooperative will periodically verify turnaround time, sorting accuracy, and delivery accuracy by sampling stops. Should the agreed upon standards for turnaround time and sorting accuracy be lacking, the vendor will be given seven days' notice to correct the problem. If either one of these standards is still deficient in a subsequent sample, a 1% administrative fee will be deducted from the next month's invoice. Repeated months of non-compliant turnaround time and/or sorting accuracy will be considered breach of contract.
- E. The vendor shall provide high quality responsive customer service by telephone and email during the normal work day (9:00 a.m. – 5:00 p.m.) and respond to requests from the Cooperative within one hour. Failure to respond in a timely manner on repeated days may be considered a breach of contract.
- F. Standards:

The vendor will provide:

1. A maximum of two business days transit time between shipping library and destination library for libraries receiving 3, 4, or 5 day a week deliveries for 80% of items. The vendor will provide a maximum of three business days transit time for 1 or 2-day a week libraries for 90% of items. The vendor will provide a maximum of five business days' transit time for 100% of items. The vendor will ensure this through timely sorting, adequate storage and efficient transfer of materials and provide an explanation of how they will ensure this.
2. A minimum of 99% sorting accuracy.
3. A minimum of 99% delivery accuracy.
4. Response to customer service requests by telephone and email within one hour during normal working hours of 9:00 a.m. – 5:00 p.m. on weekdays.

9. Proof that the company is financially and logistically able to handle the delivery of large quantities of materials to many locations around the State. (Described in *Section 4-B*)

- A. Bidders must supply proof of the company's financial stability. Proof can be in the form of their most recent financial statement of the last fiscal year, a Dun & Bradstreet report or another document/report from a reputable source of financial information. Proof of adequate insurance must be provided.

10. Customers for Reference

- A. Please provide a list of current customers with contracts similar in size and scope that your company has contracted within the last three years.

Information should include the following:

1. Organization Name and Address.
2. List the past/present contact(s) name, telephone number(s), and e-mail.
3. Dollar volumes of the contracts on a yearly basis.
4. Size of the account and volume of transactions.
5. Detailed, itemized list of all services.
6. Length of time that the organization has been a client.

11. Terminations and defaults

- A. If the bidder has had a contract terminated for default during the past five years, please give all details and particulars.
- B. If the bidder has experienced no terminations for default in the past five years, please so declare.

12. History of Your Company

13. Organization Chart within Your Company

If the company is a subsidiary of another company, the corporate organizational chart must be provided along with the address for each unit.

14. **Signed Proposal - An authorized official must sign the bid proposal**

The proposal must also provide the name, title, address and telephone number of individuals with authority to bind the company and for those who may be contacted to clarify the information provided. ***Only signed proposals are eligible for review and consideration.***

A completed copy of the Proposal Response Checklist must accompany the proposal.

The checklist is available in Appendix E

SECTION 10 - AWARD PROCESS

10.1 - EVALUATION

Proposals will be evaluated for completeness and compliance with the requirements of the RFP by the members of LibraryLinkNJ Delivery Services Task Force RFP Evaluation Team which consists of the Cooperative Administration and representatives of the membership.

- a. Those proposals which are incomplete, which do not meet all requirements of the RFP, or otherwise deemed by the Cooperative to be non-responsive, will be rejected.
- b. Proposals considered complete and responsive will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the RFP. If the proposal is unclear, bidders may be asked to provide written clarification in the sole discretion of the Cooperative.
- c. Although the selection criteria to be used for final evaluation have been provided, it is not intended to limit imagination or creativity in preparing a proposal that will accomplish the same goals and expectations.
- d. The final contract award will be based on a firm proposal that is most advantageous, price and other factors considered.
- e. The Cooperative reserves the right not to accept any bid if proposals are unsatisfactory.

10.2 - SELECTION CRITERIA

The LibraryLinkNJ Delivery Services Task Force will evaluate each proposal received; rating each based on the selection criteria of price, experience, proposed service, references and supporting documentation

Proposals will be rated based on how well responses correspond with the Cooperative's needs. Some questions will be weighted more heavily than others to reflect their importance to the delivery program.

10.3 - AWARD PROCESS

- A. The LibraryLinkNJ Executive Board will receive a contract award recommendation from the Cooperative Executive Director in conjunction with input from members of the LibraryLinkNJ Delivery Services Task Force.

- B. Upon approval of the Executive Board, the Cooperative Executive Director will commence award notice and contract process as follows:
- Notify the successful vendor in writing of its winning proposal.
 - Draw up a contract which will include by reference this RFP, the vendor's proposal, and any additional contractual language as may be required by the Cooperative or by law.
 - Notify all other proposers in writing after a contract has been negotiated and signed with the successful vendor.
 - Notify the Cooperative membership.

SECTION 11 - BIDDER INSTRUCTIONS

11.1 - RFP SCHEDULE:

See Section 1.3

11.2 - PROPOSAL PROCESS

- a. **Four paper copies of the vendor's proposal must be received by 2:00 p.m. on Tuesday, February 15, 2022.** In addition, the vendor *must* send an electronic copy (PDF preferred) of the proposal to the Executive Director of the Cooperative by the same deadline. Send to Ralph S. Bingham III at ralph@librarylinknj.org.

Proposals not submitted by the time and in the manner specified will not be evaluated.

- b. Paper copies of the proposals must be delivered to:

Ralph S. Bingham III, Executive Director
LibraryLinkNJ - The New Jersey Library Cooperative
2300 Stuyvesant Avenue
Trenton, NJ 08618
Phone: (732) 752-7720

- c. The Cooperative reserves the right to schedule an inspection of the vendor's facilities.
- d. This *Request for Proposal* and the selected vendor's proposal shall become part of the formal contract between the Cooperative and the vendor.

- e. The Cooperative reserves the right to accept any proposal in whole or in part or to reject any or all proposals if they do not meet the requirements specified in the *Request for Proposal*, the cost benefit desired, or if there is doubt about the vendor's ability to perform the service.

SECTION 12 - SEALED PROPOSALS

Proposals must be submitted in a SEALED envelope or carton, clearly marked with "RFP - Statewide Delivery System," the RFP Due Date and the name and address of the bidder. Any material not so marked may be opened as general mail, and may result in invalidating the bidder's submission. Proposals may be mailed or delivered in person to the address above. Sealed proposals will be stamped and initialed by Cooperative personnel to indicate the applicable delivery time and date. Sealed proposals will be open and read on Tuesday, February 15, 2022 at 2:00 p.m. at the Cooperative offices located at 2300 Stuyvesant Ave., Trenton, NJ 08618.

APPENDIX A - LIST OF DELIVERY SITES & STATISTICS

- To view the Master File as a PDF, go to: <https://www.librarylinknj.org/delivery/RFP2022>
- To view the Master File in Excel, go to: <https://www.librarylinknj.org/delivery/RFP2022>

APPENDIX B – RESULTS OF “FORTNIGHT COUNT” STATISTICAL SURVEY

Each week day for a two-week period in October 2021 (10/18 - 10/29), participants (a participant is defined as a stop on a delivery route) within the LLNJ statewide delivery network were asked to count both the individual number of items sent out into the statewide delivery system and the number of small or large packages full of items all going to the same delivery point. A package could be a plastic bag with a handful of items inside or cardboard boxes containing dozens of items. Libraries were asked to not count the number of items or packages received from the LLNJ statewide delivery network or how many LLNJ blue delivery bins came or went.

205 out of a possible 309 delivery participant locations responded to the survey.

- To view the Survey Results as a PDF, go to: <https://www.librarylinknj.org/delivery/RFP2022>
- To view the Survey Results in Excel, go to: <https://www.librarylinknj.org/delivery/RFP2022>

APPENDIX C - EXAMPLES OF DELIVERY LABELS

Go to the **Delivery Label Generator**, <https://librarylinknj.org/delivery/library-delivery-info>. The delivery sites are in the 21 counties across the state. On the label, **LLNJ** = LibraryLinkNJ.

Delivery Label Generator	
Insert this number to view a public library label:	2342
Insert this number to view a college library label:	1220
Insert this number to view a school library label:	3900

The Cooperative is open to offering flexibility with the format of labels in collaboration with the successful bidder.

APPENDIX D - SCHEDULE OF RFP EVENTS

- To view the schedule of RFP events, go to: <https://www.librarylinknj.org/delivery/RFP2022>

APPENDIX E - PROPOSAL RESPONSE CHECKLIST

**LibraryLinkNJ - The New Jersey Library Cooperative
Request for Proposal Statewide Delivery System
Issued: December 17, 2021
Proposal Response Checklist - Required**

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.*

Required: Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP. Return this checklist with your proposal.

Company Name: _____

Name of Person Completing the Checklist: _____

Sections: *(Initial Each Section)*

- 1. Introduction: Background and Purpose _____
- 2. Scope of Work _____
- 3. Special Terms and Conditions _____
- 4. Vendor Requirements/Responsibilities _____
- 5. Quality Assurance and Administrative Fees _____
- 6. Pre-Proposal Meeting and Questions _____
- 7. Renewal Factors _____
- 8. Cost Information _____
- 9. Bidder Submittal Requirements _____
- 10. Award Process _____
- 11. Bidder Instructions _____
- 12. Sealed Proposals _____
- Acknowledgement of Receipt of Appendix A, B, C & D _____

Please be advised that, in addition to any other stated requirements of responses to this RFP, the failure to provide the following will be considered fatal defects in a bid that would render a bid unresponsive:

- 1. Proof of insurance as described in Section 9.9. _____
- 2. Signature as described in Section 9.14. _____