

# **Second DRAFT**

## **Empire Library Delivery Request for Proposal (RFP) for Library Delivery and Sorting Services for Libraries in New York State**

**RFP issued on** December 14, 2011 **by the**  
**NY 3Rs Association, Inc.**  
contact Deborah Emerson

address Central NY Library Resources Council

phone 315-446-5446

**NY 3Rs Document:** \_\_\_\_\_

**Responses due by** January 7, 2012

This draft version of the RFP was issued to generate discussion and answer questions from stakeholders and firms who are considering responding to the final RFP. The Empire Library Delivery planning committee would like to hear how this RFP might be improved to insure that the most efficient and innovative solutions are available to libraries in New York State.

We welcome your comments, questions, and suggestions via our web form at: <http://www.empirelibrarydelivery.org/contact-questions/> and we welcome your participation in either the stakeholder or the vendor conference calls. Registration is required, and we will post a link to register for either call at <http://empirelibrarydelivery.org> on or before January 3, 2012.

Library delivery service is currently provided under one main contract for the existing statewide LAND delivery service and additional regional contracts for specific regions that have their own regional delivery routes. See Exhibit F for descriptions of the components of this RFP, including a description of the statewide LAND delivery service.

Our preference is to consolidate existing services and add new services under a single contract for all stakeholders. We will consider models that involve multiple

contractors for which contractor responsibility and commitment can be demonstrated. In such multiple vendor scenarios, it is our preference to contract with a single firm and have that firm subcontract with other firms but take full responsibility for the entire contract. We will, however, consider multiple bids if such bids indicate that high quality statewide service will be provided.

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# 1 Schedule of Events

Subject to change, which, if necessary, will be announced on [www.empirelibrarydelivery.org](http://www.empirelibrarydelivery.org)

| Date   | Event   |
|--|---|
| <b>December 14, 2011</b>                       | <b>Draft RFP Issued</b>   |
| <b>January 17, 2012</b><br><b>1:30-3:30 PM</b> | <b>BIDDER CONFERENCE CALL</b> with potential respondents to discuss questions about this <u>Draft RFP</u> . Registration required.  |
| <b>January 18, 2012</b><br><b>1:30-3:30 PM</b> | <b>STAKEHOLDER CONFERENCE CALL</b> with potential participants to discuss questions about this <u>Draft RFP</u> . Registration required.  |
| <b>January 7, 2012</b><br><b>5:00 PM</b>       | Emailed questions and suggestions about this <u>Draft RFP</u> will be accepted in writing until this time.  |
| <b>January 23, 2012</b><br><b>5:00 PM</b>      | A summary of discussions at the abovementioned meetings and responses to emailed questions and suggestions will be posted at <a href="http://www.empirelibrarydelivery.org">www.empirelibrarydelivery.org</a> |
|  |   |
| <b>February 1, 2012</b>                        | <b>Final RFP to be Issued</b>   |
| February 13, 2012                              | Conference call with potential respondents to discuss questions about this RFP.   |
| February 15, 2012                              | Emailed questions about this RFP will be accepted in writing until this time at: demerson@clrc.org  |
| February 21, 2012                              | A summary of discussions at the abovementioned meeting and responses to emailed questions will be posted at <a href="http://www.empirelibrarydelivery.org">www.empirelibrarydelivery.org</a>                  |
| <b>March 9, 2012</b>                           | <b>RFP Responses Due. RFP responses must be in electronic format (PDF, Microsoft Word or Excel)</b>   |
| March 12, 2012                                 | Review of RFP responses begins  |
| April 2, 2012                                  | Selected respondent presentations with finalists  |
| April 16, 2012                                 | Site inspection(s)  |
| April 20, 2012                                 | Decision on Contractor  |
| April 30, 2012                                 | Contract negotiations   |
| <b>June 2012</b>                               | <b>Contractor(s) begin transition process from current to new service</b>   |
| <b>Sunday, July 1, 2012</b>                    | <b>Implementation of new statewide sorting and delivery service.</b>  |

## 2 NY 3Rs Association (NY3Rs)

NY3Rs issues this RFP to provide opportunities for New York library stakeholders, including the nine 3Rs organizations, other New York library cooperative organizations, their member libraries, and individual libraries of all types to participate in Empire Library Delivery services provided under the resulting contract or contracts. We estimate that as many as 400 libraries may eventually participate if favorable responses are received. NY3Rs seeks solutions related to all aspects of library delivery service including pick up, delivery, sorting, transport, labeling, packaging, routing, tracking, and reporting in order to optimize service on a statewide level. Responses are sought that will ensure that NY3Rs will provide a cost-effective solution for all delivery and sorting services beginning July 1, 2012.

Respondents must use all three Response Forms in order to be considered (i.e., Service, Pricing, and Schedule). NY3Rs offers four models of response. Respondents are encouraged to submit responses to multiple models. Each model response must include all appropriate separate and complete response forms. We welcome proposals that incorporate creative solutions that are cost-effective and fit within the service parameters we require.

### **Model One**

Total Contract with per stop pricing for entire State of New York. This would provide statewide pricing for any library in New York State to participate in this delivery service.

### **Model Two**

Total Contract with separate per stop pricing for each of the components. This would provide pricing based on location for any library in New York State to participate in this delivery service. For example, pricing in more densely populated areas might be lower due to lower transportation and labor costs.

### **Model Three**

One or More Separate Components with per stop pricing by component. This would provide pricing based on location for any library in designated geographical areas of New York State to participate in this delivery service. For example, pricing in more densely populated areas might be lower due to lower transportation and labor costs. A service provider could propose services only in geographical areas where it has a presence.

### **Model Four**

Other models (keeping in mind that statewide service is our ultimate goal)

This Request for Proposal (RFP) is issued by the NY3Rs Association, Inc. a not-for-profit 501 (c) (3) corporation. NY3Rs membership is comprised of nine Reference and Research Library Resources multi-type systems in New York State. Members of the nine NY3Rs include both individual libraries - academic, , hospital libraries, corporate and other specialized libraries. The mission of NY3Rs Association, Inc. is to ensure and support interlibrary sharing of resources - print and electronic - among all kinds of libraries and to ensure equal access to information for all New Yorkers.

### **3 Stakeholders and Territorial Components for Models Two, Three, and Four**

This list may be revised by NY3Rs based on the needs of libraries and library organizations. See Exhibit F for more details.

#### **3.1 Contract Components**

Visit our site for a map showing the components' territories:

<http://www.nysl.nysed.gov/libdev/libs/lrc/index.html>

NY3Rs preference is to provide service to libraries that currently participate in the statewide LAND service with a single contractor. However, if no single contractor bid is satisfactory, NY3Rs will consider alternatives by multiple contractors that can demonstrate the ability to take full joint responsibility for such an arrangement to meets NY3Rs needs.

LAND Statewide Service  
Service to be managed by NY3Rs

Other Components: Three of the NY3Rs are in a position to accept proposals for a new contract beginning on July 1, 2012 as follows:

Capital District Library Council  
28 Essex Street  
Albany, NY 12206-2029

Metropolitan New York Library Resources Council  
57 East 11th Street, 4th Fl.  
New York, NY 10003-4605

Rochester Regional Library Council  
390 Packett's Landing  
Fairport, NY 14450

The following organization is in a position to accept proposals for a new contract beginning on January 1, 2013:

Westchester Library System  
540 White Plains Rd, Suite 200  
Tarrytown, NY 10591-5110

Potential future components: The other NY3Rs are not likely to participate on July 1, 2012 but may be interested in participation at a later date.

Central New York Library Resources Council  
6493 Ridings Road  
Syracuse, NY 13206

Long Island Library Resources Council  
627 N. Sunrise Service Rd.  
Bellport, NY 11713-1540

Northern New York Library Network  
6721 US Hwy 11  
Potsdam, NY 13676

Southeastern New York Library Resources Council  
21 South Elting Corners Road  
Highland, NY 12528-2805

South Central Regional Library Council  
Clinton Hall  
108 North Cayuga Street  
Ithaca, NY 14850

Western New York Library Resources Council  
4455 Genesee St. PO Box 400  
Buffalo, NY 14225-0400

### ***3.2 Other Stakeholders***

The following organizations have relationships with the stakeholders and will have input into this procurement process, and some will have delivery stops in the statewide routes. Some of these organizations may be interested in future participation.

ConnectNY  
CNY (ConnectNY) Inc.  
6721 Highway 11  
Potsdam, NY 13676

The City University of New York  
535 East 80<sup>th</sup> St.  
New York, NY 10075  
Tel: 212.794.5481

IDS Project, % Ed Rivenburgh, IDS Project Director;  
Milne Library,  
1 College Circle,  
Geneseo, NY 14454  
edr@geneseo.edu  
585-245-5172

Office of the State Librarian and Assistant Commissioner for Libraries,  
New York State Library  
10C34 Cultural Education Center

Albany, NY 12230  
518-474-5930

Suffolk Cooperative Library System  
627 North Sunrise Highway  
Bellport, NY 11713

Office of Library and Information Services  
State University of New York  
State University Plaza  
Albany, NY 12246

## **4 General Information**

1. Responses to this RFP must be on the three designated response forms,
2. Response forms and relevant NY3Rs-selected subsequent correspondence will be incorporated into any resulting contract(s).
3. This procurement puts no obligation on NY3Rs or any stakeholder to participate in any resulting contract
4. All contacts and services are contingent on state funding, local funding, and library fees
5. NY3Rs reserves the right to ask clarifying questions of any respondent. Answers to these questions shall become a part of the response.
6. NY3Rs reserves the right to inspect and evaluate the facilities and work of all contractors and subcontractors in a manner that NY3Rs sees fit with or without notification to the contactor and/or subcontractor. The exception: NY3Rs will provide reasonable notice prior to an inspection of facilities.
7. All decisions of NY3Rs regarding acceptance of proposals or portions of proposals is final.

## **5 Submitting Questions about the RFP**

1. To submit a question about this draft RFP, visit the Empire Library Delivery web site: [www.empirelibrarydelivery.org](http://www.empirelibrarydelivery.org) by January 7, 2012. No response will be made to questions received after this date.
2. NY3Rs will post responses by January 23, 2012.

### **Submission Procedures**

1. Deadline for questions on the final RFP: February 15, 2012
2. **Questions** will only be accepted using the electronic form on the Empire Library Delivery site.

## **6 Submitting Responses to the RFP**

### **Submission Procedures**

3. Deadline: **March 9, 2012**
4. **Proposals** will only be accepted in electronic format (PDF, Microsoft Word, or Microsoft Excel).
  - a. Proposals may be submitted via email to:  
demerson@clrc.org
  - b. or shipment of the electronic response form on a CD-ROM, DVD, or flash drive to:

Deborah Emerson  
Central New York Library Resources Council  
6493 Ridings Road  
Syracuse, NY 13206

5. Respondents must use the three Response Forms.
6. Responses will be accepted only in PDF, Microsoft Word, or Microsoft Excel format.
7. If you wish to submit supplementary materials, PDF, Microsoft Word, and Microsoft Excel are the only acceptable formats.
8. You must include all content from any references you make in your proposal including printed products or web content. For example, if you would like reviewers to view a particular page on your web site, you must include a copy of that page in your electronic response. This insures that the content will not change during the term of any resulting contract. Reviewers will make decisions based on electronic documents submitted by the deadline listed in the RFP.
9. All responses will be acknowledged by email within 72 hours of receipt.

## **7 NY3Rs Responsibilities**

1. Work closely with Contractor to insure high-quality services and communications with libraries
2. Pay valid Contractor invoices
3. Communicate with participating libraries about Empire Library Delivery Service via web site: [www.empirelibrarydelivery.org](http://www.empirelibrarydelivery.org) and email, including:
4. Assess participating library satisfaction.
5. Invoice libraries for service
6. Intercede on behalf of libraries with Contractor(s) to resolve issues

## **8 Evaluation Criteria Checklist**

- 8.1.1 Please address all the criteria listed in the Service and Pricing Specifications on the Response Form in your written proposal. You are not required to limit your proposal to only these criteria; and should consider the entire proposal in your response. Additional features and services that will contribute to high-quality cost-effective library delivery services are encouraged.**
- 8.1.2 Provide a separate and complete response for each Model you are responding to, should you choose to respond to more than one Model.**
- 8.1.3 Proposals will be rated based on how well responses correspond with NY3Rs needs. Some questions will be weighted more heavily than others to reflect their importance to the delivery program.**

## **9 Response Forms**

**Service Specifications Response Form (required for all responses)**

**Pricing Specifications Response Form (required for all responses)**

**Schedule Response Form: see separate Excel form (required for all responses)**

# 10 Service Response Form

Name

Address

Contact

Phone

Email

Affirmation of non-collusion and willingness to provide evidence of financial health if named a finalist.

Authorized Signature

**Multiple responses are encouraged. Each response must be on a complete and separate Response Form.**

**Responding to (check the model you are responding to with this response form):**

All respondents to Models Two, Three, and/or Four must include a detailed description of how your firm and other firms involved will share responsibility for NY3Rs contracts, materials, and liability.

## Model One

Total Contract with per stop pricing for entire State of New York. This would provide statewide pricing for any library in New York State to participate in this delivery service.\*

- Model One and respondents for the LAND statewide component must include locations for all transport hubs and proposed schedules for daily inter-hub transport.
- All components are required for a Model One proposal:

- LAND (statewide delivery service)
- CDLC (Capital District Library Council)
- CRLC (Central New York Library Resources Council)
- Metro (Metropolitan New York Library Resources Council)
- Rochester (Rochester Regional Library Council)

## Model Two

Total Contract with separate per stop pricing for each of the components. This would provide pricing based on location for any library in New York State to participate in this delivery service. For example, pricing in more densely populated areas might be lower due to lower transportation and labor costs.\*\*

- All components are required for a Model Two proposal:

- LAND (statewide delivery service)
- CDLC (Capital District Library Council)

- CRLC (Central New York Library Resources Council)
- Metro (Metropolitan New York Library Resources Council)
- Rochester (Rochester Regional Library Council)

**[ ] Model Three**

One or More Separate Components with per stop pricing by component. This would provide pricing based on location for any library in designated areas of New York State to participate in this delivery service. For example, pricing in more densely populated areas might be lower due to lower transportation and labor costs. A service provider could propose services only in areas where it has a presence.\*\*

Indicate which components are included in your response. Describe all exceptions or partial coverage.

- LAND (statewide delivery service)
- CDLC (Capital District Library Council)
- CRLC (Central New York Library Resources Council)
- Metro (Metropolitan New York Library Resources Council)
- Rochester (Rochester Regional Library Council)

Exceptions:

**[ ] Model Four**

Other models (keeping in mind that statewide service is our ultimate goal)\*\*

\*\*Respondents to Models Two, Three, and/or Four must include a detailed description of how all firms involved will share responsibility for NY3Rs contracts, materials, and liability.

Indicate which components are included in your response. Describe all exceptions or partial coverage.

- LAND (statewide delivery service)
- CDLC (Capital District Library Council)
- CRLC (Central New York Library Resources Council)
- Metro (Metropolitan New York Library Resources Council)
- Rochester (Rochester Regional Library Council)

Exceptions:

**Experience**

1. Describe your firm’s experience with library delivery work and/or similar work.
2. Provide resumes of Project Manager and other key staff.

**Technology Platform**

1. Describe any technology platform(s) that will be used in providing services to the NY3Rs.

**Client Lists Attached with Contact Information must be attached**

1. All New York Clients with business levels similar to this service in past three years
2. All library clients in past three years in all states
3. Other similar clients in past three years with business levels similar to this service in past three years

**10.1 Service Specifications**

NY3Rs preferred specification is listed first; followed by NY3Rs acceptable specification; NY3Rs leaves open the possibility of “other” respondent-generated acceptable specifications in the third preference. NY3Rs will make determine its own acceptance in all cases. In summary:

- First Preference.** NY3Rs preferred specification
- Second Preference.** NY3Rs acceptable specification
- Third Preference.** Other

**Indicate the level of service your firm proposes by checking the box next to the appropriate preference. Insert detailed notes in this section when required.**

**10.2 Contract Term**

- First Preference. Three years (July 1, 2012 – June 30, 2015) with NY3Rs option to renew for a fourth and fifth year with 6 months advance notice.
- Second Preference. Three years (July 1, 2012 – June 30, 2015).
- Third Preference. Other term. Describe in detail.

**10.3 Turnaround time for delivery of library materials guarantee**

24-Hour Turnaround: Each item picked up at a shipping library is delivered the next day delivery is scheduled for the receiving library.

48-Hour Turnaround: Each item picked up at a shipping library is delivered on or before the second day delivery is scheduled for the receiving library.

- First Preference. 24-Hour turnaround for all materials
- Second Preference. 48-Hour turnaround for all materials
- Third Preference. Other turnaround. Describe in detail.

#### ***10.4 Sorting accuracy guarantee***

- First Preference. 99.9% (for properly labeled items)
- Second Preference. 99.5% (for properly labeled items)
- Third Preference. Other sorting accuracy. Describe in detail.

#### ***10.5 Delivery accuracy guarantee***

- First Preference. 99.9% (for properly labeled items)
- Second Preference. 99.5% (for properly labeled items)
- Third Preference. Other delivery accuracy. Describe in detail.

#### ***10.6 On schedule delivery guarantee***

Delivery window excludes hours when the library is closed.

- First Preference. One-hour window, i.e., not longer than one hour before or one hour after scheduled delivery time.
- Second Preference. 90-minute window
- Third Preference. Other model. Describe in detail.

#### ***10.7 Communications with customers***

- First Preference. Contractor will set up system (in collaboration with NY3Rs) to communicate on some designated issues directly to libraries regarding service issues/changes. Describe in detail.
- Second Preference. Contractor will set up system (in collaboration with NY3Rs) to communicate on all issues directly to libraries regarding service issues/changes. Describe in detail.
- Third Preference. Other model. Describe in detail.

#### ***10.8 Number of Contractors***

- First Preference. Single contractor
- Second Preference. Single Contractor with approved subcontractor(s)
- Third Preference. Other model. Describe in detail.

#### ***10.9 Employment status***

- First Preference. All employees are employed by the Contractor
- Second Preference. All employees are employed by the Contractor and the Contractor subcontracts part of the work to a subcontractor (subject to NY3Rs approval). The subcontractor employs all subcontractor employees.
- Third Preference. The contractor uses a small number of independent contractors on a temporary basis for certain projects
- Fourth Preference. Other employment model. Describe in detail.

**10.10 Contacts for customer service via toll-free phone call, email, and/or text**

- First Preference. Single statewide contact
- Second Preference. Contacts for specified regions. Describe in detail.
- Third Preference. Other model. Describe in detail.

**10.11 Customer service hours**

- First Preference. 7:00 AM – 7:00 PM
- Second Preference. 8:00 AM – 6:00 PM
- Third Preference. Other model. Describe in detail.

**10.12 Customer service response time guarantee**

- First Preference. 30 minutes
- Second Preference. 60 minutes
- Third Preference. Other model. Describe in detail.

**10.13 Project manager on duty for escalation of unresolved issues during service hours service via toll-free phone call, email, and/or text**

- First Preference. Yes
- Second Preference. Other model. Describe in detail.

**10.14 Project manager response time guarantee**

- First Preference. 30 minutes
- Second Preference. 60 minutes
- Third Preference. Other model. Describe in detail.

**10.15 Reimbursements for lost and damaged materials**

If multiple contractors are involved, all contractors must sign off on this statement prior to NY3Rs execution of any contract.

- First Preference. Contractor accepts and pays claims for lost and damaged materials based on library and/or NY3Rs records. All claims are acknowledged and responded to within 10 days of submission. Libraries are paid within 30 days for valid claims.
- Second Preference. Other model. Describe in detail how your firm will reimburse libraries for lost and damaged cargo.

**10.16 Hub locations and inter-hub transport schedules (Model One and LAND Responses)**

Model One respondents and LAND respondents are required to provide locations for transport hubs in your proposal. Provide a list and schedules showing all pick up and delivery schedules to allow NY3Rs to ascertain feasibility of meeting 24 and/or 48-hour turnaround time for all materials.

### ***10.17 Joint Responsibility Statement (Models Two, Three, and Four)***

Model two, three, and four respondents are required to provide a detailed description of how multiple firms involved in services will take joint responsibility for all aspects of Empire Library Delivery services.

## **11 Pricing Response Form**

Name  
Address  
Contact  
Phone  
Email

Signature

Management

Driver and other Employee Status  
Employees, contractors, other

**Financial statement (will be required of finalists)**

**Multiple responses are encouraged. Each response must be on a complete and separate Response Form.**

**Responding to (check the model you are responding to with this response form):**

**Model One**

**Total Contract with per stop pricing for entire State of New York**

**Model Two**

**Total Contract with separate per stop pricing for each of the ten components**

**Model Three**

**One or More Separate Components with per stop pricing by component**

**Model Four**

**Other models (keeping in mind that statewide service is our ultimate goal)**

### ***11.1 Pricing Specifications***

#### ***11.2 Per Stop Pricing for first contract year (July 1, 2012-June 30, 2013)***

Per stop pricing excludes fuel factor. NY3Rs prefers statewide per stop price. If vendor can provide more cost effective proposal and/or improved services with geographical variation in per stop price, NY3Rs will consider per stop pricing that is differentiated by component.

- First Preference. Per stop price for all work
- Second Preference. Per stop price that varies by component
- Third Preference. Per stop price with qualifications. Describe all exceptions.

List per stop price(s) and all exceptions: \_\_\_\_\_

#### ***11.3 Per Item Pricing with tracking for first contract year (July 1, 2012-June 30, 2013) Optional***

In addition to the pricing request above, NY3Rs is interested in an option for item-level tracking for specific items shipped by libraries to other libraries under any contract. Such an option would give libraries an opportunity to have receipts for pick up and delivery for specific items.

- First Preference. Per item price for tracking statewide. Describe process in detail.
- Second Preference. Per item price for tracking that varies by component. Describe process in detail.
- Third Preference. Per item price for tracking with qualifications. Describe all exceptions.

List per item price(s) and all exceptions: \_\_\_\_\_

#### ***11.4 Pricing adjustments for contract term***

- First Preference. Per stop price with no change during term of contract
- Second Preference. Per stop price with reasonable annual adjustment stated for entire change term of contract
- Third Preference. Other terms. Describe in detail.

Provide detailed description of proposed adjustments: \_\_\_\_\_

#### ***11.5 Fuel price surcharge and discount schedule***

Bidders that wish to include a fuel price surcharge and discount schedule must present this data with their proposal. If dedicated routes for NY3Rs work are included in the bid, the length of all routes in miles and the vehicle type and mileage for each route must be indicated.

If a fuel surcharge/discount schedule is included and non-dedicated routes for NY3Rs work is included in the bid, the bidder must describe in detail how the fuel surcharge/discount was calculated.

- First Preference. Fixed price for entire term of contract.
- Second Preference. Schedule provided with required data. Range of pricing starting at \$2.50 up to \$6.00 per gallon of regular gasoline.
- Third Preference. Other terms. Describe in detail.

### ***11.6 Fuel price factor***

The fuel price factor will have the effect of a surcharge or discount on per stop prices.

Baseline price is the \_\_\_\_ date \_\_\_\_ East Coast Price for Regular Gasoline published by the US Department of Energy at: <http://www.eia.gov/oog/info/gdu/gasdiesel.asp> or a new mutually agreeable official source if this USDE becomes unavailable.

- First Preference. Fuel price factor adjusted weekly based on the price posted for the week that includes the last day of the previous quarter.
- Second Preference. Fuel price factor adjusted monthly based on the price posted for the week that includes the last day of the previous month.
- Third Preference. Other terms. Describe in detail.

### ***11.7 Reimbursement level for lost and damaged materials***

- First Preference. Reimbursement for lost and damaged library materials is at typical library replacement cost plus \$10.00 processing fee per item.
- Second Preference. Reimbursement for lost and damaged library materials is at typical library replacement cost plus \$5.00 processing fee per item.
- Third Preference. Other model. Describe in detail.

### ***11.8 Vendor performance guarantees.***

Weekly invoice adjustments for failure to provide quality service. These factors will not be strictly adhered to during July and August 2012 except in cases when a contractor's failure to provide quality service is flagrant. Beginning in September 2012 vendor failures to provide quality service will result in invoice adjustments as described below. That is the Contractor must deduct the amounts indicated from the appropriate invoices. NY3Rs standards for measuring service quality is described in Exhibit F.

### ***11.9 Turnaround time for delivery of library materials guarantee***

24-Hour Turnaround: Each item picked up at a shipping library is delivered the next day delivery is scheduled for the receiving library.

48-Hour Turnaround: Each item picked up at a shipping library is delivered on or before the second day delivery is scheduled for the receiving library.

Turnaround time delays cause unnecessary delay in delivery and result in library user dissatisfaction. Invoice adjustments provide incentive to meet the turnaround time guarantee.

- First Preference.      \$10 per item plus \$250 per week invoice adjustment until problem is resolved
- Second Preference.      \$10 per item plus \$100 per week invoice adjustment until problem is resolved
- Third Preference.      Other terms. Describe in detail.

### ***11.10 Sorting accuracy guarantee***

Mis-sorts cause unnecessary delay in delivery as well as expense in time and effort by libraries by requiring re-shipping and unnecessary waste of Contractor vehicle capacity and delivery personnel time and effort. Invoice adjustments provide incentive to meet the sorting accuracy guarantee.

- First Preference.      \$10 per item plus \$250 per week invoice adjustment until problem is resolved
- Second Preference.      \$10 per item plus \$100 per week invoice adjustment until problem is resolved
- Third Preference.      Other terms. Describe in detail.

### ***11.11 Delivery accuracy guarantee***

Mis-delivered items cause unnecessary delay in delivery as well as expense in time and effort by libraries by requiring re-shipping and unnecessary waste of Contractor vehicle capacity and delivery personnel time and effort. Invoice adjustments provide incentive to meet the delivery accuracy guarantee.

- First Preference. \$10 per item plus \$250 per week invoice adjustment until problem is resolved
- Second Preference. \$10 per item plus \$100 per week invoice adjustment until problem is resolved
- Third Preference. Other terms. Describe in detail.

**11.11.1 Missed stop - per stop cost adjustment**

- First Preference. Make delivery later on the same day at time convenient to library (no adjustment if frequency is less than once a month)
- Second Preference. Per stop cost adjustment if accurately deducted on invoice. Per stop cost plus \$10 service charge if NY3Rs is required to make invoice adjustment.
- Third Preference. Other model. Describe in detail.

**11.11.2 Off Schedule Stop - per stop cost adjustment**

- First Preference. Make delivery later on the same day at time convenient to library (no penalty if frequency is less than once a month)
- Second Preference. Per stop cost adjustment if accurately deducted on invoice. Per stop cost plus \$10 service charge if NY3Rs is required to make invoice adjustment.
- Third Preference. Other model. Describe in detail.

**11.11.3 Overload (unable to pick up all materials ready for pick up) - per stop cost adjustment**

- First Preference. Make second pick up later on the same day at time convenient to library (no adjustment if frequency is less than once a month)
- Second Preference. Per stop cost adjustment if accurately deducted on invoice. Per stop cost plus \$10 service charge if NY3Rs is required to make invoice adjustment.
- Third Preference. Other model. Describe in detail.

**11.11.4 Failure to provide timely accurate communications, e.g., not announcing a route cancelation, delay of 90 minutes or longer, or other significant modification in service.**

Contractor is required to notify libraries and NY3Rs of significant service issues. If notification is not made in a timely manner, invoice adjustments will be made.

- First Preference. \$100. invoice adjustment per occurrence.
- Second Preference. Other model. Describe in detail.

**11.11.5 Invoice accuracy. Contractor is required adjust invoices when service guarantees are not met.**

NY3Rs will adjust invoices and impose an additional adjustment when Contractor fails to do so. Invoices contain a great deal of detail. Contractor is in best position to identify and adjust due

Contractor's failure to meet service guarantees. NY3Rs administrative staff time is valuable and an invoice adjustment will be made when Contractor fails to provide accurate invoices. **Flagrant issue of inaccurate invoices may be cause for breach of any contract.**

- First Preference. \$100. invoice adjustment per occurrence.
- Second Preference. Other model. Describe in detail.

**11.12 Insurance coverage:**

**11.12.1 Certificates of Insurance for all Contractors and subcontractors (if applicable) must be filed with NY3Rs before any vehicle performs delivery under this agreement. Upon renewal, certificates of insurance must be filed with NY3Rs. All policies shall provide NY3Rs thirty (30) day notice of cancellation, non-renewal, or material change. Any lapse in insurance coverage is cause for breach of any contract.**

- First Preference. Agree. Describe in detail.
- Second Preference. Other model. Describe in detail.

**11.12.2 The Contractor will at all times maintain and keep in force a policy of general liability insurance for each vehicle being used to provide library delivery services of \$1,000,000/\$2,000,000 for personal injury, automobile insurance of \$1,000,000 and \$3,000,000 for property damage.**

- First Preference. Agree. Describe in detail.
- Second Preference. Other model. Describe in detail.

**11.12.3 The Contractor shall maintain insurance to cover the eventuality that all library materials in the custody of the Contractor at facilities, on vehicles, or in custody of a subcontractor are lost due to an accident, fire, or any other catastrophe.**

- First Preference. Agree. Describe in detail.
- Second Preference. Other model. Describe in detail.

**11.12.4 Workers Compensation at required New York State levels**

- First Preference. Agree. Describe in detail.
- Second Preference. Other model. Describe in detail.

## 12 Exhibits

**Exhibits A-E will be included in the final version of the RFP; F-H are included in draft form below.**

**Exhibit A: Detailed LAND (statewide delivery service) information, i.e., schedules, stops, estimated volume, types of materials shipped, and current hubs**

**Exhibit B: Detailed information on other services, i.e., schedules, stops, estimated volume, types of materials shipped current hubs, description of sorting procedures.**

**Exhibit C: Label samples**

**Exhibit D: Materials and Container descriptions**

**Exhibit E: Packaging description**

**Exhibit F: NY3Rs quality control measures for contract compliance and service guarantees by the contractor.**

**Exhibit G: Description of components**

**Exhibit H: Glossary of terms**

**13 Exhibit A: Detailed LAND (statewide delivery service) information, i.e., schedules, stops, estimated volume, types of materials shipped, and current hubs**

**14 Exhibit B: Detailed information on other services, i.e., schedules, stops, estimated volume, types of materials shipped current hubs, description of sorting procedures.**

## **15 Exhibit C: Label samples**

## **16 Exhibit D: Materials and Container descriptions**

## **17 Exhibit E: Packaging description**

## 18 Exhibit F: Description of components

Visit our site for a map showing the components' territories:

<http://www.nysl.nysed.gov/libdev/libs/lrc/index.html>

NY3Rs preference is to provide service to LAND with a single contractor. However, if no single contractor bid is satisfactory, NY3Rs will consider alternatives by multiple contractors that can demonstrate the ability to take full joint responsibility for such an arrangement to meet NY3Rs needs.

Information on existing library delivery services is available here:

<http://www.empirelibrarydelivery.org/summary-of-existing-services/>

## **19 Exhibit G: NY3Rs quality control measures for contract compliance and service guarantees by the contractor.**

### **Turnaround Time, Sorting Accuracy, and Delivery Accuracy**

NY3Rs will periodically sample sorting and delivery accuracy and monitor library feedback regarding problems in this area. If a problem is detected, NY3Rs will notify the Contractor and inform them about the problem. If the problem is not resolved within one week, NY3Rs will notify all affected libraries about the issue and ask them to track items that did not meet turnaround time standards, mis-sorts, and incorrect deliveries. Reports for will be sent to the Contractor and invoice adjustments will be made and a service charge of \$250 per week will be included to cover the time and effort by libraries and NY3Rs until turnaround time, sorting, and/or delivery accuracy fall to agreed-upon levels.

### **Missed Stop, Off-Schedule Stop, and Overload**

The Contractor is in the best position to monitor these quality control measures and is therefore, required to make invoice adjustments for all missed stops, off-schedule stops, and overloads where an incomplete pick up results. Repeated failure to make such invoice adjustments is cause for breach of any agreement.

If the Contractor fails to insure service guarantees in these areas, NY3Rs will sample compliance with Contractor guarantees for Missed Stop, Off-Schedule Stop, and Overload issues and monitor library feedback regarding problems in this area. If a problem is detected, NY3Rs will notify the Contractor and inform them about the problem. If the problem is not resolved within one week, NY3Rs will notify all affected libraries about the issue and ask them to track items that did not meet turnaround time standards, mis-sorts, and incorrect deliveries. Reports for will be sent to the Contractor and invoice adjustments will be made and a service charge of \$250 per week will be included to cover the time and effort by libraries and NY3Rs until turnaround time, sorting, and/or delivery accuracy fall to agreed-upon levels.

Exceptions to the above are limited to the following:

1. Mutually agreed or officially declared weather and safety emergencies when Contractor has notified affected libraries about this fact.
2. The day following holidays designated in this agreement
3. The first day of work for any new driver when Contractor has notified affected libraries about this fact.
4. Vehicle breakdowns when Contractor has notified affected libraries about this fact during the workday.
5. Driver fraud that was initially reported to NY3Rs by the Contractor and the driver is replaced within one week. This exception does not apply when NY3Rs reports the fraud to the Contractor.

## 20 Exhibit H: Glossary of Terms

**Hub** – Single vendor hub for inter-route transfer of materials. Hubs are not considered NY3Rs delivery stops.

**Transfer Point** – A NY3Rs delivery stop that allows connection of cargo from one vendor to others, i.e., more than one vendor will make stops at the transfer point and pick up and deliver cargo to be transferred to the other vendor.