CITY OF SALINAS
LIBRARY RFID AND SELF-SERVICE TECHNOLOGY SYSTEMS AND SOFTWARE

REQUEST FOR PROPOSALS (RFP)

RELEASE DATE: FRIDAY, MARCH 31, 2017
PROPOSALS DUE THURSDAY, APRIL 20, 2017 AT 2 PM (PST)
SECTION 1. NOTICE OF REQUEST FOR PROPOSALS

The City of Salinas seeks proposals from qualified vendors to install Radio Frequency Identification System (RFID) hardware, software and self-service systems, and to add Koha ILS-compatible e-commerce patron self service options.

Radio Frequency Identification (RFID) is used to check out, check in, identify, and manage materials in the Library’s collections.

Among other benefits, the system should free staff from many routine tasks, provide an enhanced level of statistical reporting and system management, address risk of potential repetitive motion injuries, reduce material losses, improve circulation efficiency and shelf accuracy, and maximize service to the community through greater levels of customer self service. Additional options are sought to enhance customer satisfaction through additional online payment options, innovative combinations of self-service software and more efficient transaction throughput on updated RFID equipment.

The Library is seeking a vendor who most fully understands the Library’s needs and offers creative, economic, long-lasting, and practical solutions. Proposals should be written to meet and exceed the Library’s goals.

A complete response to this RFP must include nine (9) copies of a bound written report and one CD containing a PDF version of the Statement of Proposals. Statements of Proposals will be received until Thursday, April 20, 2017 at 2:00 pm (PST) at the Salinas City Clerk’s Office located at 200 Lincoln Avenue, Salinas, California 93901. The submittal deadline is absolute. Late submittals will not be considered. Proposals received after the due date and time as well as email and faxed responses will not be accepted or considered and will be returned to the sender without review. Prospective firms and individuals must select a method of delivery that ensures the Statement of Proposals will be delivered to the correct location by the due date and time. The nine (9) copies of bound written Statement of Proposals, and one CD shall be submitted in one package with the words “Salinas Public Library RFID Software and Systems Project” clearly marked in the lower left-hand corner of the package.

This RFP may be downloaded from City of Salinas’ Home Web Page or provided by Library Administration (email: caryanns@ci.salinas.ca.us). Note that failure to notify the City that you have downloaded the RFP will preclude you from receiving updates or amendments, if issued. Questions regarding this RFP must be submitted in writing only and may be directed to Cary Ann Siegfried, Director of Libraries and Community Services (caryanns@ci.salinas.ca.us). Deadline for submittal of questions is 5 pm PST, on Tuesday, April 11.

Interested firms or individuals are required to certify non-discrimination in employment practices and identify any potential or perceived conflict of interest (personal and/or property interest in the subject scope of work). Pre-qualification is not required. All interested firms and individuals responding to this RFP are required to comply with all applicable provisions of federal, state, and local laws.
The City reserves the right to (1) reject any or all responses, (2) waive informalities in a response, (3) select a firm or individual who has submitted fully responsive Proposal and who is determined by the City to be a professional, qualified firm or individual to be in the best interest of the City, or (4) take whatever action or make whatever decision it determines to be appropriate. The City of Salinas assumes no obligation in this general solicitation of Proposals and all costs and expenses of responding to this RFP shall be borne by the interested firms or individuals.

SECTION 2. BACKGROUND

The City of Salinas is the largest City and the County seat of Monterey County. It has a population of approximately 161,000 people (DOF estimate), and a long heritage as the financial and industrial center of the County and the region.

The proportion of the population that is young (e.g. median age, percent under 30, etc.) as determined by the 2010 US Census is high, which creates additional demand for parks, recreational facilities and library services. Pursuant to the 2010 US Census, Salinas also has estimated at 3.66 persons per household, which is also relatively high. Existing conditions coupled with proposed growth is anticipated to place continued demands upon resources, such as parks, recreational facilities and libraries and the addition of technology to customer service facilities increases the capacity to serve.

Salinas currently has three library facilities (John Steinbeck Library, Cesar Chavez Library and El Gabilan Library), as well as a bookmobile. The smallest branch, El Gabilan, is currently only 3500 square feet and is expected to be increased in size to 15,000-20,000 square feet within the next three years. The three existing libraries are open seven days/week and offer a wide range of youth and adult programs. The city population is 75% Latino, and the libraries’ extensive computer facilities assist with the “digital divide” trends of the Latino community throughout the US in lower rates of computer ownership at home. The community rooms within the libraries are booked almost nonstop.

The primary reason for implementing an RFID system is to allow the Library to redeploy staff into the community and to expand service offerings beyond the Library walls, as well as to free up staff time from repetitive, manual processes and redirect that time to more meaningful customer service transactions within the Library. The Library’s goal is to achieve 90% self-service by deploying self-service stations in key areas throughout the libraries.

The Library has a collection of approximately 194,000 items and serves more than 40,000 registered borrowers. Over 500,000 visitors walk through our doors annually and total circulation over 350,000. The Library’s collection is composed of books, music and audiobook CD’s, DVDs, Playaways and magazines. The Library currently uses magnetic security strips and electronic magnetic security gates to protect the collection.
Public computers are available for reservation using the Envisionware PC Reservation and LPT One for printing. Printers and copiers are also available for patrons to use and require payment.

The Library wishes to provide a consistent, attractive and intuitive self-service solution for their patrons. All self-service stations will work the same and offer the same range of options: check-out, check-in, renewal, holds and account management, fines and options for fee payment with cash or credit/debit cards.

Approximate collection details and business levels for each library are listed in the table below:

<table>
<thead>
<tr>
<th>Library</th>
<th>Collection total</th>
<th>CD/DVD Media</th>
<th>Books</th>
<th>Circulation</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Steinbeck Library</td>
<td>115,000</td>
<td>8,000</td>
<td>107,000</td>
<td>153,000</td>
</tr>
<tr>
<td>Cesar Chavez Library</td>
<td>51,000</td>
<td>3,000</td>
<td>48,000</td>
<td>135,000</td>
</tr>
<tr>
<td>El Gabilan Library</td>
<td>26,000</td>
<td>2,500</td>
<td>23,500</td>
<td>60,000</td>
</tr>
<tr>
<td>Bookmobile</td>
<td>2,000</td>
<td>1,500</td>
<td>500</td>
<td>5,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>194,000</td>
<td>15,000</td>
<td>179,000</td>
<td>353,000</td>
</tr>
</tbody>
</table>

SECTION 3. SCOPE OF WORK
The Library is seeking RFID solutions that will include tags, hardware, software, installation, staff training and on-going support and maintenance. Bidders must be able to demonstrate a proven ability to provide and implement the following:

1. Integration with the Library’s Koha ILS that streamlines staff and patron workflows.
2. All tags and devices writing to the tags must conform to ISO 28560-2.
3. Durable, ISO compliant RFID tags that easily affix to all circulating library items regardless of format and which are guaranteed for the lifetime of the item to which they are affixed.
4. Intuitive, customizable, and attractive self-checkout units with the ability to collect fees and fines using chip and pin credit/debit cards, print receipts and manage patron accounts.
5. RFID pads and staff workstation upgrades that enable staff to use either barcode scanners or RFID pads to input barcodes in all ILS modules.
6. Upgrades that enable shelf-reading and inventory tools that are easy to use and make it a viable option to inventory the entire collection on a periodic basis.
7. ADA-compliant, effective, and attractive security gates.
8. Easily maneuverable mobile tagging stations (or components) for loan, lease or purchase.
9. Security options, other than locking cases, for audio-visual materials that provide effective theft-deterrence while reducing library handling requirements.

The Library wishes to acquire the following system components over the next 3-year period:

1. ISO 28560-2 compliant RFID tags for all circulating library material (initial purchase: 150,000 book tags; 10,000 full coverage media tags)
2. RFID security gates (2 single aisle total; 3 double aisle)
3. RFID staff workstation hardware and software (16)
4. Multi-purpose self-service kiosk stations (12) that allow patrons to checkout material, pay fines and fees with chip and pin credit/debit cards, get receipts, renew items, manage holds and perform other account management functions
5. Tagging stations (3) for purchase, lease or rental per month for the conversion, tagging and inventory process.
6. Handheld device for inventory, shelf-reading, and locating material and as an option, a multipurpose handheld device capable of checking out material to patrons in the stacks or on the bookmobile (3)
7. Administrative software that allows for the management and reporting functions of the self-checkouts and/or security gates as well as any software enabling the security alarm notification

Any optional components, configurations, or equipment that bidders would like to propose may be included as an appendix to the primary proposal response. Each option should clearly delineate all costs associated with that option and include an explanation of the benefits over the proposal provided in the bidder’s primary response.

SECTION 4. TIMELINE
The timeline supplied below is the Library’s best estimate and is not binding on the Library.

Bidding & Contract Award Process:
- RFP Issued: March 31, 2017
- Deadline for Questions: April 11, 2017
- BID RECEIVING DATE: April 21, 2017
- Vendor Presentations (if required): April 27 – May 4, 2017
- Contract Award date: May 16, 2017
- Project start: June 1, 2017

Project timeline (estimated):
• First order of tags delivered & conversion stations arrival: June 16, 2017
• Training: Tagging existing and new materials: June 16-July 1, 2017
• Tagging process: July 1, 2017 – February 28, 2018 (substantial completion)
• Training: self-check and staff check-out/in process: January 1 – 31, 2018
• Training: collection of fines/fees: February 1-28, 2018
• Installation of self-check machines & security gates: March 1 - 31, 2018

The purchasing timeline for equipment and tags is estimated in the table below. The Library’s fiscal year runs from July 1 – June 30.

Note that some purchases for the expanded El Gabilan Library are not anticipated until FY 19/20.

<table>
<thead>
<tr>
<th>Item</th>
<th>FY 16/17</th>
<th>FY 17/18</th>
<th>FY 18/19</th>
<th>FY 19/20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Book Tags</td>
<td>150,000</td>
<td>39,000</td>
<td>10,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Full coverage media tags</td>
<td>10,000</td>
<td>7,500</td>
<td>2,500</td>
<td></td>
</tr>
<tr>
<td>Self-check units (with credit/debit card capability for fines/fees)</td>
<td>9</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Staff workstations</td>
<td>14</td>
<td></td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Handheld Inventory/multipurpose devices</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Management/reporting software</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single aisle security gates</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Double aisle security gates</td>
<td>2</td>
<td></td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

SECTION 5. CRITERIA FOR EVALUATION

Responses to this request will be evaluated by a selection committee made up of City of Salinas staff. The initial screening will be based on an objective review of the proposal received based on the following criteria set forth in this RFP. The City will select the firm that best meets the requirements put forth in the RFP. The following standards will be considered in evaluation of proposals:

a) Bidder reputation, experience, and qualifications in the library RFID field as reflected by the responses of the Bidder’s references for similar projects (15%)
b) Level of experience with public libraries of similar size, structure and complexity (5%)c) Design, functionality, and suitability of the proposed solution (as expressed in the written proposal and in equipment demonstrations, if conducted) (30%)
d) Service, support, and warranties provided to the Library (15%).

e) Affordability of the proposed system with clearly defined annual costs and return on investment (25%)

f) Quality, clarity and completeness of the submittal package; conformance to the specified RFP format (5%)

g) Ability to deliver requested products in accordance with the Library’s timeline (5%)

h) Capability to perform all aspects of the project, or to demonstrate relationships with sub-consultants who are capable of the work (PASS/FAIL)

In addition to these factors, City of Salinas Local Purchasing policies will apply as follows according to Municipal Code Sec. 12-28.040. - Application of local purchasing preference—Procurement of services where price is not the determining factor: Where competitive bidding is utilized for those services where price is not the determining factor and where such services would otherwise be excepted from the competitive bidding requirements pursuant to city Code Section 12-25, including but not limited to contracts covered by the Little Brooks Act (California Government Code section 4525, et seq.) the local preference established under this article shall be applied as follows:

(a) In determining the best-qualified and responsible, responsive bidder, bidders who qualify as a local business enterprise shall receive a credit of ten-percent of the total points.

(b) If equal scores result from the evaluation process for a local business enterprise and a non-local business enterprise, the contract shall be awarded to the local business enterprise

A selection committee will review the proposals submitted in response to this RFP and top-scorers in this initial review process may be requested to make presentations/demonstrations. The selection committee will rank the top firms based on written submissions and presentations (if conducted).

SECTION 5. PROPOSAL FORMAT

A Statement of Interest and Proposals is herein solicited and should include the following information in the following order and format describing the prospective consultant’s current relevant experience and strategy to perform the work requested. Responses should be organized into sections in the format specified below using the bolded headings specified and clearly labeled in sections A to K.

A. Cover Letter and Executive Summary

1. Include in the cover letter the name and address of the primary contact person, along with a telephone number and email address. The bidder should also acknowledge receipt of any addenda.
2. Provide experience, qualifications, and role for each person who will be participating in the project. That is, state the background of each team member, years of experience, length of employment with your firm, and experience providing the products requested in this document. Include a list of relevant and successfully completed projects by these team members. Provide the name of the person who will direct the overall project throughout the duration of the contract and key responsibilities. Include any subcontractors. Include an organizational chart for the proposed project team, identifying the team leader, and all roles and areas of responsibility.

3. Provide a one to two page summary of the benefits the bidder will be providing to the Library as part of its RFID solution. In this section, please explain any exceptions the bidder may have to the stated specifications.

B. Description of the Proposed Solution

1. Describe how the RFID offerings will benefit the Library in the areas of staff circulation, patron self-service, collection management, staff ergonomics, improved patron services and item security.

2. Describe how the bidder will assist the Library in its transition to RFID technology included moving from an EM-based security system to an RFID-based security system.

3. Describe how the bidder will offer on-going support and maintenance and ensure Library staff acceptance of new technology through effective, hands-on training;

4. Describe any other opportunities for leveraging the bidders products.

C. General & Technical Requirements

Each Bidder must use FORM A: General & Technical Requirements, responding to each specification as requested. A Microsoft Word (.docx) document may be requested from Library Administration to make the response more efficient. When a response exceeds 100 words, or when additional information is requested, this information should be clearly labeled and organized into an APPENDIX – FORM A filed at the end of the specifications. The Bidder must respond to EVERY requirement contained in the General and Technical Requirements section of the RFP using the following criteria specified below:

YES. Feature, function, product, or service is available as requested and is fully operational using the version proposed at one or more Library sites

NO. Feature, function, product, or service is NOT available, in development or planned.
PLANNED. Feature, function, product, or service is planned or in development. Provide implementation dates or estimates. Indicate whether the Library will incur any additional costs for the product or service once it becomes available.

The Library reserves the right to evaluate all proposals on the basis of currently existing features, functions, products, or services meeting the specifications attached.

D. Bidder Qualifications and Experience:

The Bidder shall provide information on its experience and qualifications, which enable it to provide a suitable solution for the Library, including, but not limited to, the following items:

- Brief history of the company, including incorporation and ownership, and experience installing the products and services requested in this RFP. It is desired that the bidder only comment on the history and experiences of its library division for the purposes of this RFP.
- Commitment to standards and interoperability in library systems including positions on any NISO bodies or participation in other national or international standards bodies.
- Details of any parent company, partners, and suppliers as well as the nature of the bidder’s relationship to them.
- Details of any sale, acquisition, or merger anticipated by the bidder.
- Details of any litigation instigated against the bidder or cancellation of contract for non-performance of the bidder in the past five years.
- Details of any litigation with another bidder, supplier, or manufacturer in the industry. • Demonstrable financial viability of bidder.
- Any other information regarding the bidder’s experience, which will assist the Library in evaluating the proposal and making an ultimate decision.
- Provide a list and brief description of up to five (5) representative projects that the firm has completed. Include the name of each client (including project manager), the project budget and the time required to complete the project from the time notice was issued to proceed to delivery of the final project. All projects should have been completed in the last five (3) years.

E. Training, Documentation & Support

Bidder will supply adequate training free of charge to the Library as part of the implementation process. The Library is seeking to provide training to all full-time circulation, reference and technical services staff in the use of all equipment. The goal number of staff to be trained is approximately 40-50. The training will be performed by the bidder and will take place at the Library.
Attach to the proposal samples of written training material or links to online training manuals typically distributed during training. The Library requires that manuals be available in electronic format with unlimited distribution within the Library, and shall be supplied free of charge.

The Library requires unlimited interaction with the bidder sales staff and technical support staff during installation planning, the installation phase, and follow-up immediately after such installation.

The Bidder should indicate options and pricing for additional staff training periods and topics.

The bidder shall provide details on its service and support and continued maintenance over the life of the system. Details will include:

- Normal operating hours for tech support, and procedures for obtaining assistance during off hours;
- Any sub-contractors with which the bidder works;
- Any warranties and/or guarantees for the system and/or support and service;
- Guaranteed response times for both remote and on-site support;
- Locations of support technicians;
- System update and upgrade policy;
- Turnaround time guaranteed by bidder to acquire and install replacement parts;
- Sample sales, software, and support agreements.

F. Health and Safety

The bidder shall provide information pertaining to the safety and accessibility of their equipment. Specifically:

1. All equipment must be CSA- or UL- or ETL-approved for adequate fire and safety compliance. That compliance must be for complete units in the system and not for individual electrical components or pieces.
2. Bidders shall provide documentation and certification listing numbers of the CSA, UL, or ETL approval.
3. All RFID equipment must be FCC compliant. Provide documentation.
4. The system must be in compliance with ADA guidelines for wheelchair clearance and for reach range standards.
5. Detection or security corridors must be in compliance with relevant ADA requirements.
G. Guarantees and Warranties

Each Bidder must use section of FORM A: General & Technical Requirements relating to Guarantees and Warranties, responding to each specification as requested. A Microsoft Word (.docx) document may be requested from Library Administration to make the response more efficient. When a response exceeds 100 words, or when additional information is requested, this information should be clearly labeled and organized into an APPENDIX – FORM A, Guarantees and Warranties filed at the end of the specifications. The Bidder must respond to EVERY requirement contained this section of the RFP using the following criteria specified below:

STANDARD. Service is available as requested and is included for all customers at no additional charge.

OPTIONAL. Service is available but there is an additional fee associated. Describe the exact terms of your service offering as well as any costs involved (Years 1-5).

NO. Service is not available as requested.

H. General Contract Requirements

- **Conflict of Interest:** Provide a statement that discloses any past, on-going, or potential conflicts of interest that the firm or individual may have as a result of performing work in response to this RFP.

- **Proof of Insurability.** A brief statement or certificate of insurance from an acceptable insurance company setting forth that insurance coverage as required in the attached sample Professional Services Contract (located at the end of this document), at a minimum, will be available at the time of commencement of the project. The City reserves the right to request additional insurance coverages and amounts through the final Agreement negotiated between the City and firm selected.

I. References

The bidder must supply three references for similar work it has undertaken over the past five years, preferably within a library using Koha in an environment where EM security was being replaced with RFID security.

Please provide the library name; the ILS in use; contact name(s); email address; telephone number; and a brief description of the work performed, including products provided and the installation year.
Failure to provide the above information may result in the bidder being disqualified and its proposal not considered. Library reserves the right to contact any and all references to obtain information without limitation and regardless of the bidder’s performance on the listed jobs. A uniform sample of references will be checked for each bidder.

J. Proposed Project Schedule
An estimated Project Schedule is provided in Section 4. Please provide assurance of your firm’s ability to work within this schedule and note any concerns regarding the feasibility of the schedule based on your firm’s experience with similar projects.

Provide a more detailed project timeline, noting decision points and subtasks necessary to complete the overall project schedule.

K. Identification of Potential Problems
Identify and describe any potential conditions, constraints or problems that are unique to the proposed project that may adversely affect either the cost of the project or the efficient progress and completion of the project. Discuss the firm’s approach to resolving these problems, and any special assistance that will be requested from the City.

L. System Pricing and Cost Proposal
All Bidders must complete FORM B with pricing information. Prices should be F.O.B. Destination, and include training, installation, and any other items necessary for complete system operation. Failure to complete this form will result in disqualification of the Bidder’s proposal.

A Bidder may also provide a cost proposal in the Bidder’s choice of format with more detailed pricing and including optional items that the Bidder is proposing; however ALL items necessary for complete system functioning as outlined in the specifications should be listed on Form B.

Prices must be guaranteed for 120 days following proposal due date. Hardware/software included that will not be delivered until early 2018 (or until FY 19/20 for the New El Gabilan Library) should include a price for the most current version of the hardware/software available at this time; if a new release of the hardware/software will occur prior to the delivery date, the Bidder shall provide the most recent version of the hardware/software at the price quoted in the Bidder’s proposal. For items purchased later in the project for the new El Gabilan Library, where the generally quoted price for the item has increased, the
Bidder may add the agreed upon CPI price increase covering the period between contract date and date of actual purchase order. If the generally quoted price for the item has decreased, the Library will pay the lesser cost. The contracted firm shall provide documentation, at request, to justify the price increase or decrease.

**M. Other Solutions Proposed:**

The Library has been fairly specific about the types of equipment desired, how many of each item and how the systems should work. However, we would like to hear from bidders about solutions we may not have considered or suggestions you might have to improve upon what we’ve envisioned.

Any such recommendations or options that differ from what has been requested should be included in this section. Each option should clearly delineate all costs associated with that option and include an explanation of the benefits over the bidder’s primary proposal.

**SECTION 6. RECORDS AND FINANCIAL DATA**

All correspondence with the City, including responses to this RFP, will become the exclusive property of the City upon receipt and will become public records under the California Public Records Act. Financial data, rates for services, and cost sheets are not considered confidential or proprietary. All documents submitted in response to this RFP will be subject to disclosure if requested by a member of the public. There are a very limited number of exceptions to this disclosure requirement. During this selection process, until a firm or an individual is selected, the City will not disclose proposals (or any parts thereof), except as required under applicable law. This means that, depending on the nature or timing of the request, or future court decisions, that information may not remain private or confidential and may be publically disclosed.

**SECTION 7. GENERAL PROVISIONS**

**Standard Agreement.** A sample Professional Services Agreement is attached for the proponent’s reference. It is the responsibility of the prospective consultant to be familiar with and accept the terms of this standard contract. In some instances, contract provisions can be modified after review and approval of the City during final contract negotiations. Overall, however, the provisions in this contract are those preferred by the City for the engagement of consulting services relating to this RFP. If any of the terms and conditions contained in the standard agreement are not agreeable, these should be identified specifically, otherwise it will be assumed that the Consultant is willing to enter into the agreement as it is written. Failure to identify contractual issues can be a basis for City to disqualify a consultant.
Insurance. Bidder shall, throughout the duration of project, maintain comprehensive general liability and property insurance covering all operations of the Bidder’s firm, its agents and employees, performed in connection with the project in the amounts and in the types of coverages shown in the sample professional services agreement.

Non-Discrimination/Non-Preferential Treatment. The successful Bidder shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City contracts.

Each prospective firm or individual submitting a Proposal in response to this RFP agrees that the preparation of all materials for submittal to the City and all presentations are at the firm or individual’s sole cost and expense, and the City will not, under any circumstance, be responsible for any costs or expenses incurred by a prospective firm or individual. In addition, each prospective firm understands and agrees that all documentation and materials submitted with a Proposal will remain the property of the City and will become a public record; the City will assume ownership of all documents and deliverables submitted by prospective firms and individuals.

Proposals will only be accepted from a single firm, not from joint ventures. When two or more bidders desire to submit a single proposal, they shall do so as prime/subcontractor(s).

Release of this RFP does not commit the City to the selection of a firm or an individual and does not commit the City to enter into any agreement with a firm or an individual identified by the City through this process and the most qualified to provide the services described in this RFP.

Prospective firms and individuals are responsible for making necessary investigations and examination of records. Failure to do so will not act to relieve any condition of a potential professional services agreement or the requirements set out in this RFP. It is mutually understood and agreed that the submission of a Statement of Proposals shall be considered evidence that the prospective firm has made such examinations and investigations. No request for modification of a Proposal shall be considered after its submission on the grounds that the prospective firm or individual was not fully informed as to any fact or condition.

A prospective firm or individual may withdraw their proposal at any time prior to the date and the time which is set forth herein as the deadline or submittal of Statements of Proposals.

The City reserves the right to request additional information at any time from any and all prospective firms or individuals as deemed necessary by the City to evaluate the proposals. This process may not be used, however, as an opportunity to submit missing documentation or to make substantive revisions to the original Proposal.
If a prospective firm or individual has a question or requests clarification pertaining to this RFP, such question or request for clarification must be put in writing and submitted to the individual identified below. The City will provide all prospective firms or individuals who have provided their contact information with an email notifying when or if a list of all questions and requests for clarification, as well as the answers to the questions and responses to the requests for clarification, are posted on the City website as noted below.

All proposals submitted will remain in effect and legally binding for at least one hundred twenty (120) days from the date of submission.

This Request for Proposals shall be governed in accordance with the laws of the State of California and the jurisdiction of any disputes hereunder shall be had in Monterey County or in the appropriate court with jurisdiction over the matter.

Unless otherwise directed, all communications regarding this RFP, including all questions, should be submitted to Cary Ann Siegfried, Director of Libraries and Community Services (caryanns@ci.salinas.ca.us). There will be no pre-bid meeting for this Request for Proposals. Questions must be in writing and received on or before April 11, 2017 at 5 pm. If any firm would like to set up a site visit prior to submitting a proposal, they may contact Mila Rianto at milar@ci.salinas.ca.us. All submitted questions and responses will be emailed to any firms who have directly submitted questions or have notified the City that they have downloaded an plan a response to the RFP.

After release of the RFP, no officer, employee, agent or representative of the respondent shall have any contact or discussion, verbal or written with any members of the City Council, City staff or City’s consultants, or directly, or indirectly through others, seek to influence any City Council member, City staff, or City’s consultants regarding any matters pertaining to this Request for Proposals. If a representative of any company or party submitting a proposal violates the forgoing prohibition by contacting any of these parties, such contact shall be disqualified from the procurement process.

**Prohibition of Gifts.** City staff and officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in business with the Agency, or proposing to do business with the City. The offering of any illegal gift shall be grounds to disqualify a Consultant. To avoid even the appearance of impropriety, Proponents and Selected Consultant should not offer any gifts or souvenirs, even of minimal value, to City officers or employees.

**Local Bidders.** In making purchasing decisions, the following sections of City Of Salinas Municipal Code are applied:

1. Sec. 12-28.030. - Application of local purchasing preference—Procurement of goods,
supplies, equipment, materials, services where price is the determining factor.
For purchases and procurements of goods, supplies, equipment, materials, and services where
price is the determinative factor, the local preference established under this article shall be
applied as follows:
(a)
In determining the lowest responsible, responsive bidder, bidders who qualify as a local business
enterprise shall receive a ten-percent preference. If application of the ten-percent preference
results in a responsible, responsive local business enterprise's bid being at or lower than the
non-local business enterprise, the contract shall be awarded to the local business enterprise at
the local business enterprise's bid amount.
(b)
If equal bids are submitted by a local business enterprise and a non-local business enterprise,
the contract shall be awarded to the local business enterprise.

2. Sec. 12-28.040. - Application of local purchasing preference—Procurement of services
where price is not the determining factor.
Where competitive bidding is utilized for those services where price is not the determining
factor and where such services would otherwise be excepted from the competitive bidding
requirements pursuant to city Code Section 12-25, including but not limited to contracts
covered by the Little Brooks Act (California Government Code section 4525, et seq.) the local
preference established under this article shall be applied as follows:
(a)
In determining the best-qualified and responsible, responsive bidder, bidders who qualify as a
local business enterprise shall receive a credit of ten-percent of the total points.
(b)
If equal scores result from the evaluation process for a local business enterprise and a non-local
business enterprise, the contract shall be awarded to the local business enterprise.

SECTION 8. CITY PROCESS
City staff and key stakeholders will review and evaluate the submitted proposals based on the stated
evaluation criteria. Staff will contact other agencies for feedback concerning previous work. It is
expected that one or more firms will be invited to make a presentation regarding their materials and
services, however it is the quality of the proposals received that will determine who will be invited to
take part in the presentation process. The City reserves the right to forgo the presentation process and
proceed directly to selection of the preferred firm in the event that a proposal is deemed superior in
content.

The City retains the right to select the qualified finalists. The staff recommendation will be based upon
the stated evaluation criteria. The City anticipates entering into an agreement with the selected firm
based on a negotiated fee and a negotiated scope of work. If an agreement on the fee cannot be reached, the City reserves the right to end negotiations and enter into negotiations with the next highest ranked Bidder. The City Manager will consider the staff recommendation and award the contract for the negotiated final scope of work pursuant to the Municipal Code, which may also include consideration by the City Council.

Attachments
- Sample Professional Services Agreement
- Form A: General and Technical Requirements Form
- Form B: Cost Proposal Form
CONTRACT
FOR SERVICES BETWEEN
THE CITY OF SALINAS AND XXX
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AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF SALINAS AND XXX

This Agreement for Professional Services (the “Agreement”) is made and entered into this ____ day of ______, 201_, by and between the CITY OF SALINAS, a California Charter city and municipal corporation (hereinafter “City”), and XXX, a [____________ corporation], (hereinafter “Consultant”).

RECITALS

WHEREAS, Consultant represents that it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

1. Scope of Service. The project contemplated and the scope of Consultant’s services are described in Exhibit A, attached hereto and incorporated herein by reference.

2. Term; Completion Schedule. This Agreement shall commence on XXX, and shall terminate on XXX, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.

3. Compensation. City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation set forth in Exhibit A. The total amount of compensation to be paid under this Agreement shall not exceed [$______].

4. Billing. Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant’s bills shall include the following information to which such services cost or pertain:

   a. A brief description of services performed;
   b. The date the services were performed;
   c. The number of hours spent and by whom;
   d. A brief description of any costs incurred; and
   e. The Consultant’s signature.
Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. The City shall process undisputed portion immediately.

5. Additional Copies. If City requires additional copies of reports, or any other material which Consultant is required to furnish as part of the services under this Agreement, Consultant shall provide such additional copies as are requested, and City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.


(A) By executing this Agreement, Consultant agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and represents to City that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant’s work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted practices in this area to the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

7. Responsibility of City. To the extent appropriate to the projects to be completed by Consultant pursuant to this Agreement, City shall:

(A) Assist Consultant by placing at its disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.

(B) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

(C) Ray E. Corpuz, City Manager shall act as City’s representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define City’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant’s services. City may unilaterally change its representative upon notice to the Consultant.

(D) Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in a project.
8. **Acceptance of Work Not a Release.** Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

9. **Indemnification and Hold Harmless.**

Consultant shall defend, indemnify, and hold harmless the City and its officers, officials, employees, volunteers, and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Consultant’s performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

10. **Insurance.**

Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

(A) **Commercial General Liability** ("CGL"): Insurance Services Office Form ("ISO") CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(B) **Automobile Liability:** ISO Form CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(C) **Workers’ Compensation** insurance as required by the State of California, with statutory limits, and Employer’s Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

(D) **Professional Liability** (Errors and Omissions) insurance appropriate to the Consultant’s profession, with limits no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:
**Additional Insured Status**

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**Primary Coverage**

For any claims related to this Agreement, the Consultant’s insurance coverage shall be primary coverage at least as broad as ISO Form CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

**Notice of Cancellation**

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

**Waiver of Subrogation**

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

**Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of this Agreement or the beginning of Agreement work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Agreement work.
Verification of Coverage
Consultant shall furnish the City with original certificates and amending or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors
Consultant shall require and verify that all sub-consultants and/or subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from such sub-consultants and/or subcontractors.

Special Risks or Circumstances
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Maintenance of Insurance
Maintenance of insurance by Consultant as specified shall in no way be interpreted as relieving Consultant of its indemnification obligations or any responsibility whatsoever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

11. Access to Records. Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant’s usual and customary business hours. Consultant shall provide proper facilities to City’s representative(s) for such access and inspection.

12. Assignment. It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by it without express written approval of the City.

13. Changes to Scope of Work. City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Rate of compensation shall be based upon the Consultant’s rates shown in Exhibit A of this Agreement. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant’s notice to proceed with the changed scope.

14. Ownership of Documents. Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City’s
behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

15. **Termination.**

(A) City shall have the authority to terminate this Agreement, upon written notice to Consultant, as follows:

1. If in the City’s opinion the conduct of the Consultant is such that the interest of the City may be impaired or prejudiced, or
2. For any reason whatsoever.

(B) Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon the Consultant’s rates shown in Exhibit A, except that:

1. In the event of termination by the City for Consultant’s default, City shall deduct from the amount due Consultant the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Consultant are made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay City the full amount of such expense.

(C) In the event that this Agreement is terminated by City for any reason, Consultant shall:

1. Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and
2. Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon Consultant’s delivery to the City of such material.

(D) In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.
(E) The rights and remedy of the City and Consultant provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

16. **Compliance with Laws, Rules, and Regulations.** Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

17. **Exhibits Incorporated.** All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between and of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

18. **Independent Contractor.** It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or servant of the City.

19. **Integration and Agreement.** This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

20. **Jurisdiction.** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.

21. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

22. **Notices.**

(A) Written notices to the City hereunder shall, until further notice by City, be addressed to:

City Manager  
City of Salinas  
200 Lincoln Avenue  
Salinas, California 93901

With a copy to:

City Attorney  
City of Salinas  
200 Lincoln Avenue
Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

The execution of any such notices by the City Manager of the City shall be effective as to Consultant as if it were by resolution or order of the City Council, and Consultant shall not question the authority of the City Manager to execute any such notice.

All such notices shall either be delivered personally to the other party’s designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

23. **Nondiscrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

24. **Conflict of Interest.** Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant’s performance of the work or services pursuant to the terms of this Agreement.

25. **Headings.** The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

26. **Attorney’s Fees.** In case suit shall be brought to interpret or to enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys’ fees in addition to such costs as may be allowed by the Court. City’s attorneys’ fees, if awarded, shall be calculated at the market rate.

27. **Non-Exclusive Agreement.** This Agreement is non-exclusive and both City and Consultant expressly reserves the right to contract with other entities for the same or similar services.

28. **Rights and Obligations Under Agreement.** By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.
29. **Licenses.** If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its representatives, agents or subcontractors by federal, state or local law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

30. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

31. **Legal Representation.** Each party affirms that it has been represented by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

32. **Joint Representation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

33. **Warranty of Authority.** Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

34. **No Waiver of Rights.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CITY OF SALINAS

_________________________
Ray E. Corpuz, Jr.
City Manager
APPROVED AS TO FORM:

_________________________________
Christopher A. Callihan, City Attorney

CONSULTANT

_________________________________
By:
Its:
**FORM A: General & Technical Requirements:**

For Parts A-J, Refer to Section 5.C of the RFP for appropriate responses; for Part K refer to Section 5.G of the RFP for appropriate responses.

When any required explanation exceeds 100 words, please provide the explanation on an attached sheet, labeled “Form A Appendix”, numbered using the sequences provided below. Any additional information requested in the requirements below should also be included in the Appendix and numbered appropriately.

This form can be provided in Microsoft Word format for the convenience of the Bidder upon request to Library Administration (caryanns@ci.salinas.ca.us). Making changes to any of the text in the left hand column is expressly prohibited and any changes noted will result in disqualification of the Bidders entire proposal.

### A. GENERAL REQUIREMENTS

<table>
<thead>
<tr>
<th>A.1. The proposed system shall be fully compliant with ISO 28560-2 per NISO RP-6-2012 which specifies ISO 18000-3 Mode 1 RFID tags. System must support inclusion of both mandatory and optional commands, and all tags and devices writing to the tags must conform to ISO 28560-2 as defined in NISO RP-6-2012.</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.2. Bidder must demonstrate experience working with ISO 28560-2 in libraries.</td>
</tr>
<tr>
<td>A.3. All RFID components must be FCC Part 15- Certified. Attach copies of all pertinent certifications as an appendix.</td>
</tr>
<tr>
<td>A.4. The proposed system and all of its components must be entirely compatible with, and in no manner interfere with, the Koha Integrated Library System, its computer clients, or other components.</td>
</tr>
<tr>
<td>A.5. Bidder must be willing to work with Bywater Systems to resolve any RFID-ILS functionality problem.</td>
</tr>
</tbody>
</table>
A. 6. The proposed system must not interfere with other equipment, automated library system clients, or PCs that may be nearby.

A.7. The proposed system must be able to function on both wired and wireless TCP/IP networks.

A.8. The bidder must offer a 12-month, 100% money-back performance guarantee on all equipment purchased and covered by a 12-month warranty or service agreement.

---

**B. RFID Tags**

B.1. Tags must be tested for over 100,000 read/write cycles and be guaranteed for the life of the items to which they are affixed. Provide documentation as an appendix.

B.2. Bidder will name its tag bidder and any quality assurance guarantees.

B.3. The proposed system must provide tags with a minimum memory of 1,024 bits.

B.4. All data on the RFID tag, including the item identifier field, must be fully rewriteable.

B.5. Tags must support the option to lock and/or password-protect selected fields on the tag (e.g. bar code number). Describe locking and password protection options.

B.6. Tags must enable the AFI setting to be stored directly on the tag as defined in ISO 28560.

B.7. Bidder must provide custom printing option for tags to be imprinted with a bar code or the Library’s logo as well as
blank tags.

B.8 Bidder should provide recommendations for handling multipart sets of CD’s and DVD’s that offer the most effective security, as well as recommendations for handling mixed media sets (e.g. book and CD)

B.9 Bidder should list all media tag options offered, including effectiveness and provide pricing for each option.

---

### C. Conversion Station(s)

C.1. Bidder will describe its tagging software and the process for converting library material (both books and AV).

C.2. Bidder can provide components of a conversion station for use with Library-provided carts and/or laptops. Describe options.

C.3. Conversion of an existing collection must require no more than a computer, bar code scanner, and RFID reader/antenna in addition to software, all of which can be placed on a mobile cart, so that the complete operation can be performed in the stacks.

C.4. Bidder can provide a mobile conversion station integrally designed on a compact cart with wheels to support easy conversion in the narrow library aisles. The mobile conversion station shall be available for lease or purchase. Describe.

C.5. The mobile conversion station must be battery operated and should not require an AC connection to operate.

C.6. The mobile conversion station must function in standalone mode, not requiring an interface with the
integrated library system.

| C.7. | The mobile system must be easy to use and able to convert at a rate of at least 350 items per hour with two people per conversion station. Please provide an example of a library in which this number was achieved, with contact information. |
| C.8. | During tagging process, any conversion system must automatically interrupt if bar code scanner fails to scan all digits in the bar code. |
| C.9. | Tag programming application should perform an immediate confirmation read of a programmed tag to ensure that the tag has been written exactly as intended. |
| C.10. | Tag programming application must be able to perform a confirmation read of tags in one-at-a-time or multiple mode, so the staff can see all data programmed onto tags. |
| C.11. | When tag programming errors occur, the system must react in real-time using optional sound and/or visual alerts. |
| C.12. | Any proposed system must be able to convert items from a list (when an optical bar code is unavailable or unreliable). |
| C.13. | Any proposed system must be able to weed items by uploading and reading a weed list (a list of items to be removed from the Library) during the conversion process, to automatically alert staff to weed an item upon scanning the bar code, rather than applying an RFID tag. |
| C.14. | Any proposed system must include the ability to log all items that have been programmed by an ID number. The system must have the option to save a cumulative list of all
item IDs written to RFID tags in a file.

| C.15. Any proposed system must have a visible scan line to facilitate correct placement of material on the conversion station. |
| C.16. Any proposed system must be able to handle varying barcode locations and orientations. |
| C.17. Bidders must provide CSA or UL listing number and FCC listing for the mobile conversion system. |

---

### D. Circulation Staff Workstations

| D.1. The proposed system must be able to mount in, on, or under the work surface of a circulation station even when positioned under existing library slate, granite, wooden or laminate-topped desks |
| D.2. Proposed system should provide for multiple installation options such as antennas with side-shielding, full shielding, and/or extra-large antennas with full shielding. Describe. |
| D.3. The proposed system must include readers with a read range of 8 inches minimum for book tags and the read range. Provide information about warranties as it pertains to read range of workstation readers. |
| D.4. The proposed system must be capable of processing RFID tags or bar codes in the same circulation transaction. |
| D.5. A bar code reader must be able to operate concurrently with an RFID reader. |
D.6. The proposed system readers must be able to read tags and display (on the staff screen) the information on the tags including any or all of the programmed data elements. Describe how this works with Koha ILS.

D.7. The proposed system must support efficient staff processing of both check-in and check-out transactions as well as modifying patron records and item records. Describe the workflow at a typical staff circulation workstation that performs both check-in and check-out of library materials including describing any function keys required, and indicators on the staff screen that alert staff items have been checked-in (and out) and the security setting applied properly.

D.8. The proposed system must secure item within one second of checking-in the item.

D.9. The proposed system must unlock item within one second of checking-out the item.

D.10. The proposed system must support efficient handling of holds. Describe what happens when an item being checked-in triggers a hold.

D.11. The proposed system must have the ability to read, program, and reprogram RFID tags without changing screens or modules. Describe how tags can be reprogrammed during a typical staff check-in or check-out transaction.

D.12. The proposed system must not require mouse activations to process most items. Describe any situations where mouse activations are required.

D.13. RFID client software must be capable of running in Windows 7 or higher, 64-bit, at a non-administrative level.
D.14. The proposed system must be able to process sets and provide a notification if a missing part is detected.

D.15. The proposed system must be able to block and/or prompt the user on sets with missing parts prior to sending data to the ILS. This capability must be configurable.

D.16. Proposed system must provide full functionality in bookmobiles and/or satellite library locations where the connectivity to the ILS is provided and the Koha staff client is running. Describe the functionality of the system on mobile platforms such as iOS or Android OS.

D.17. Bidder must provide CSA or UL listing number for complete circulation staff workstation.

<table>
<thead>
<tr>
<th>E. Technical Services Staff Workstations</th>
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<tbody>
<tr>
<td>E.1. The proposed system must be able to mount in, on, or under the work surface of a Tech Services work station even when positioned under existing library slate, granite, wooden or laminate-topped desks.</td>
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<tr>
<td>E.2. Proposed system should provide for multiple installation options such as antennas with side-shielding, full shielding, and/or extra-large antennas with full shielding. Describe.</td>
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<tr>
<td>E.3. The proposed system must include readers with a read range of 8 inches minimum for book tags and the read range. Provide information about warranties as it pertains to read range of workstation readers.</td>
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<tr>
<td>E.4. The proposed system must be capable of processing</td>
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<td>E.14.</td>
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<td>E.15.</td>
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<td>Requirement</td>
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<tr>
<td>E.16. The proposed system must permit the operator to access commands to set or reset tag security independent of the ILS.</td>
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<tr>
<td>E.17. The proposed system must be able to read multiple tag data formats without impacting performance.</td>
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<tr>
<td>E.18. The proposed system must be able to print and dispense tags automatically and simultaneously.</td>
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<td>E.19. The proposed system must be easy to use and able to tag at a rate of at least 200 items per hour.</td>
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<tr>
<td>E.20. The proposed system must be able to handle varying barcode locations and orientations.</td>
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<tr>
<td>E.21. The proposed system must allow configuration of item identifier parameters to automatically prevent programming of partially scanned or incorrectly scanned barcodes.</td>
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<tr>
<td>E.22. The proposed system must be able to tag items from a list (when an optical barcode is unavailable or unreliable).</td>
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<tr>
<td>E.23. The proposed system must be able to work with a weed list (a list of items to be removed from the Library), to automatically alert staff to weed an item upon scanning the barcode, rather than applying an RFID tag.</td>
</tr>
<tr>
<td>E.24. The proposed system must have ability to read, program, reprogram, and lock RFID tags.</td>
</tr>
<tr>
<td>E.25. The proposed system must give the Library the option to print both the library barcode and logo on the RFID tag.</td>
</tr>
<tr>
<td>E.26. Bidder must provide CSA or UL listing number for complete technical services staff workstation.</td>
</tr>
</tbody>
</table>
F. Self-Checkout Stations

<table>
<thead>
<tr>
<th>F.1. Check-out station must be able to check out multiple items in a stack and support efficient workflows for patrons. Describe how the check-out process works from the patron's point of view when checking out multiple items of various types (e.g. books, DVDs, periodicals) simultaneously. Provide screen shots.</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.2. Minimally, the proposed system's RFID self-checkout units must be able to read item-specific identification numbers (barcodes), communicate with the ILS to update the Library's inventory, and turn security off.</td>
</tr>
<tr>
<td>F.3. The proposed system must interface with the Library's existing automated library system (Koha) using the SIP2, NCIP or BIC Library Communications Framework (BLCF) protocol. Please describe this interface and any standards that are involved in this communication.</td>
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<tr>
<td>F.4. The proposed system must be able to connect through the Library's local area network via an Ethernet connection and/or secured wireless network.</td>
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<tr>
<td>F.5. The proposed system must be capable of processing RFID tags or item bar codes in the same transaction.</td>
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<tr>
<td>F.6. After being unable to detect an RFID tag in an item, station must automatically request that the patron scans the item's bar code, allowing checkout even if the tag is missing or damaged.</td>
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<tr>
<td>F.7. The proposed system must read the current type of library card used by the Library which is a .30” PVC card with an A/B Codabar barcode with a Mod 10 check digit, and</td>
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</table>
should be able to facilitate a migration to other technologies under consideration by the Library (e.g. RFID or NFC based patron cards). Describe library card types with which your system is compatible.

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<tr>
<th>F.8. Bidder has multiple self-checkout form factors available, including build-in, freestanding kiosk, countertop, and height adjustable for ADA requirements. Describe options.</th>
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</thead>
<tbody>
<tr>
<td>F.9. The proposed system must have the ability to print out all information for a patron checkout or check-in transaction on a single receipt. Such receipt should be customizable to incorporate library identity, hours, and so forth. Staff members must be able to make these changes easily without going back to the bidder. Describe the ways the receipt may be customized by the Library and how this is accomplished.</td>
</tr>
<tr>
<td>F.10. Self-checkout unit must be able to be remotely monitored. Describe the options for remotely monitoring each check-out station.</td>
</tr>
<tr>
<td>F.11. Patrons can renew items at the self-checkout stations without having the items in hand.</td>
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<tr>
<td>F.12. The proposed system must be capable of reading item bar codes located in various locations.</td>
</tr>
<tr>
<td>F.13. The proposed system must display ILS system information relating to the patron or item status. Describe.</td>
</tr>
<tr>
<td>F.14. The proposed system’s self-checkout units should have customizable messages based on patron and item status. Staff members must be able to make these changes easily without going back to the bidder. Describe how the Library can modify these customizable messages.</td>
</tr>
<tr>
<td>F.15. Option must be available to enter patron username, PINs, and barcode numbers on the touch screen in addition</td>
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</table>
to scanning library cards.

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<tr>
<th>F.16.</th>
<th>The proposed system must be able to process sets and provide a notification to patron, before completing the check-out or check-in transaction, if a missing part is detected.</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.17.</td>
<td>Self-checkout system software and hardware must meet ADA guidelines, and include features, such as a large touch screen interface, user-selectable high-contrast interface, and large type size. Describe all attributes that address ADA requirements.</td>
</tr>
<tr>
<td>F.18.</td>
<td>The proposed system must have customizable instructions and graphics that can be configured by library staff without going back to the bidder. Describe how the Library can modify these instructions and graphics.</td>
</tr>
<tr>
<td>F.19.</td>
<td>Patrons can choose and alternate between a number of themes and options to enhance self-checkout usage. Themes also include easy-to-use steps for children. Describe options.</td>
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<tr>
<td>F.20.</td>
<td>Station must block both patrons and items that are blocked by the Library's ILS. Describe how the patron and staff are notified when a patron encounters a block.</td>
</tr>
<tr>
<td>F.21.</td>
<td>Each self-check unit must be able to display at least three languages on banners, instructions, messages, and receipts. Please list languages currently available and how these can be configured on each self-check machine.</td>
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<tr>
<td>F.22.</td>
<td>Patrons must have the option to print a receipt, print no receipt, or have the receipt emailed.</td>
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<tr>
<td>F.23.</td>
<td>The proposed system must have the ability to perform offline transactions and maintain records of all bar codes checked out when the ILS is offline, and then upload.</td>
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transactions when the ILS is back online.

**F.24.** The proposed system must turn on/off the security feature on RFID tags to allow secure library operation during offline situations.

**F.25.** Self-checkout stations can be customized with a large number of colors or other options. Please elaborate on whether or not this is available and the cost associated with each option.

**F.26.** The proposed system must provide an attractive and effective solution for the current environment (pre-remodel) and be adaptable to a more stream-lined self-service oriented circulation area (post-remodel).

**F.27.** The proposed system must provide CSA or UL listing number and FCC certification numbers for the complete self-checkout system.

**F.28.** Self-checkout stations must be the newest model released by the bidding firm with monitors no smaller than 21” touchscreen HD Portrait view. Describe the systems ability to view library programmatic information while user is using kiosk.

### G. Fines and Fees (Chip and pin credit/debit card)

**G.1.** Describe options for paying fines and fees, including partial payments, at the check-out stations and what type of hardware/software is offered. Describe the process for making payments at the self-checkout station.

**G.2.** Credit/debit card processing for fines and fees payment must interface to the Library’s approved credit/debit card processor which is Retriever Payment Systems.
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<tr>
<td><strong>G.3.</strong> Credit/debit card payment system is deemed PCI compliant by the PCI Security Standards Council. Provide documentation attesting to this fact.</td>
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<tr>
<td><strong>G.4.</strong> Fines and fees capability is integrated into the check-out unit. Describe.</td>
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<tr>
<td><strong>G.5.</strong> Fines and fees systems (credit/debit card) provide alerts to staff when they require attention (e.g. replace receipt paper roll, paper jam). Describe which alerts are available and how staff are notified.</td>
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<tr>
<td><strong>G.6.</strong> The Library is able to set fines and fees thresholds, which will block a patron attempting to check out items once the maximum threshold has been exceeded.</td>
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<tr>
<td><strong>G.7.</strong> The fines and fees system has the option to print a credit/debit card receipt from the checkout receipt.</td>
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<tr>
<td><strong>G.8.</strong> The fines and fees payment system provides the option to integrate with the Library’s existing credit/debit card processor, Retriever Payment Systems. Describe.</td>
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<tr>
<td><strong>G.9.</strong> System must reconcile daily fines and fees received with Koha patron accounts. Describe.</td>
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**H. Handheld Inventory and/or Multipurpose Handheld Device:**

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<tr>
<td><strong>H.1.</strong> Both devices must be lightweight, ergonomic, have a comfortable grip for staff use and should reach top and bottom shelves easily.</td>
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<tr>
<td><strong>H.2</strong> Both devices feature an easy-to-use, generously sized screen display (provide screen size)</td>
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<td>H.3 Both devices operate for a minimum of four hours before needing recharging and comes with extra batteries.</td>
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<td>H.4 Both devices can store more than 500,000 records at any one time. Indicate maximum storage capacity for each type of device.</td>
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<td>H.5 Both devices can read at least ten items of a thickness of 1/8” thick or more per second with near 99% accuracy. What is the read range of the device.</td>
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<td>H.6 Both devices have a simple process to load records from the ILS. Describe the steps in this process.</td>
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<td>H.7 Both devices can identify item status, barcode, call number and location.</td>
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<tr>
<td>H.8 The inventory device must be able to shelf-read and identify specific items by title and barcode that are shelved incorrectly. This capability is sensitive enough to locate items that are out of place by as little as 5 inches. Indicate how the device signals that an item has been located.</td>
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<td>H.9 Both devices have audio signaling capabilities and volume control.</td>
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<tr>
<td>H.10 The inventory device accommodates searching to identify items on multiple user defined search lists (e.g. missing, claims returned, lost, etc.)</td>
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<tr>
<td>H.11 The inventory device provides a method to keep track of which items have been found and which have not been found.</td>
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<tr>
<td>H.12 Both devices allow user to scan items on metal library carts or metal shelves to identify individual items which have not been properly checked in before reshelving.</td>
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<tr>
<td>Indicates any difference in read accuracy when encountering metal carts or shelving.</td>
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<tr>
<td>H.13 Indicate additional capabilities such as wireless operation, direct connection to the Library’s catalog or USB connection options.</td>
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<tr>
<td>H.14 The multipurpose device must allow staff to check-out items while in the stacks using a patron’s library card (or library card number)</td>
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<tr>
<td>H.15 Describe any additional functionality, as well as additional portable devices that may add functionality to the Library’s ILS.</td>
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### I. Reporting, Management, & Configuration Tools:

| 1.1. Bidder offers comprehensive messaging and monitoring solution that allows staff to receive alerts including: |
| a. Real-time activity at self check-out stations and security gates  |
| b. Real-time monitoring of SIP connection and ILS connectivity for all connected devices  |
| c. Ability to control personalized alerts for pertinent staff  |
| 1.2. Solution will provide customer and item transactions by day of the week, customer and item transactions by hour of day, item count by item type, item count by item status, total item counts across each and every unit, and fines/fees transactions at all self-checkouts, whether in one location or |

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<thead>
<tr>
<th>I.3. The proposed system must provide performance statistics. Describe available reporting features and the statistics that can be seen.</th>
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</table>

I.4. Staff must be able to monitor the status of individual or multiple self-checkout stations and security gates within a site or system-wide, and will be alerted to the status of each station, including if patron requires assistance, receipt paper is running low, station has gone offline, etc. Staff must be able to perform this function by logging in to a web interface on any computer with internet access.

I.5. An administrator must be able to set up alerts for selected staff associated with devices within their area of responsibility. Describe options for distributing management and alerts for multiple users.

I.6. Authorized staff must be able to configure individual or multiple network attached devices within a site or system-wide by logging in to a web interface on any staff station, with these changes being pushed to all units across a system or a branch.

I.7. Authorized staff must be able to run and view diagnostic logs for each network attached device to ensure they are operating properly by logging in to a web interface on any staff station.

I.8. Describe how staff is able to generate reports without having to contact bidder.
### J. Security Gates and Detection System

| J.1. The proposed system must have a read range of no less than eighteen inches (18”) in either direction of each gate. |
| J.2. Proposed system should provide the option for detecting unchecked out items on one or both sides of the security pedestals. |
| J.3. The proposed system must have the option to only trigger an alarm when a patron is exiting the Library. |
| J.4. Security system must perform bi-directional patron counting. |
| J.5. The proposed system should be approved by CSA or UL for safety to Library patrons and staff. The entire system (not various components) shall be approved. As verification of CSA or UL certification of the entire device, the CSA/UL mark shall be displayed on the serial plate of the equipment. |
| J.6. The detection systems must be shielded from external interference from light fixtures, elevator motors, etc. |
| J.7. Security system must not damage or erase magnetic material. |
| J.8. The proposed detection system must include a patron counter which can be reset by Library staff. Explain how the counter is reset. |
| J.9. The proposed system must be able to issue visible and audible warnings. Describe options. |
| J.10. The proposed system must provide software alerts for staff, in real-time, indicating the reason gates are alarming. Describe where these alerts may be displayed and what information can be displayed (e.g. title of book?). |
| J.11. | The proposed system gate software must provide comprehensive reporting tools. Please describe. |
| J.12. | The proposed system must provide item security even when the Library's ILS or network is off-line or not functioning. It should not require contact with the ILS to verify every item passing through the gate is properly checked out. |
| J.13. | In order for the Library to conserve energy when the gates are not in use, the gate systems must have a standby mode for energy savings. The gate systems must activate to full power when a person enters the detection zone. |
| J.14. | The proposed system must offer multiple installation options. Describe. |
| J.15. | Provide the distances at which the security gates must be installed from other RFID or electronic items and/or metal shelving so as not to incur interference. |
| J.16. | The proposed system must display that it is functioning correctly and, if not, be easy for staff members to tune/calibrate without calling bidder or a technician. |
| J.17. | The proposed system should only require a single data connection for multiple pedestals. |
| J.18. | The proposed system must have an on/off key switch accessible to staff. |
| J.19. | The proposed system must accurately identify items that have been checked out with 97% accuracy (including a combination of 25 books, CDs, DVDs and periodicals). State the proposed system’s guaranteed detection level. |
| J.20. | The proposed systems accurately identify items that have not been checked out with 99% detection accuracy |
(including a combination of 25 books, CDs, DVDs and periodicals) and no more than 1 per 1000 false alarms.
## K. Guarantees & Warranties Requirements:

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<tr>
<td>K.1.</td>
<td>Bidder provides an all-inclusive, 12-month extended warranty on equipment, software, and components and offers a maintenance/service contract thereafter. All proposed maintenance/service contracts are subject to negotiation by the Library.</td>
</tr>
<tr>
<td>K.2.</td>
<td>Bidder offers a 12-month, 100% money-back performance guarantee on all equipment purchased and covered by a 12-month extended warranty or service agreement. If the detection system does not perform to the level of performance outlined in the specification document for this product (detection rate and false alarm rate), the bidder must either make the system meet the specified performance level or refund the entire purchase price and remove the system at no charge to the Library.</td>
</tr>
<tr>
<td>K.3.</td>
<td>Software warranty: Software patches and service pack releases must be supplied at no additional charge to the Library and must be performed by the bidder.</td>
</tr>
<tr>
<td>K.4.</td>
<td>Tag Guarantee. Bidder must warrant that provided tags have passed quality control inspection and any defective tags on a roll are clearly marked and replacement tags have been proactively provided. Describe the warranty available on RFID tags including replacement policy.</td>
</tr>
<tr>
<td>K.5.</td>
<td>Tag Performance Guarantee. Bidder provides performance guarantee (e.g. read range) of provided tags and antennas and readers. Describe the terms of your performance guarantee for each component.</td>
</tr>
<tr>
<td>K.6.</td>
<td>Software patches and upgrades. Bidder must warrant</td>
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</table>
that software patches and upgrades are supplied free of charge to the Library and are performed by the bidder’s trained technicians. Describe how often patches and upgrades are applied and how they are scheduled with Library.

| K.7. | Local Authorized Service Technicians. Bidder must warrant that service technicians will be stationed within 200 miles, are fully-trained and certified by the manufacturer to perform service on any related hardware or software. Specify location of nearest such service technician. |
| K.8. | 24-Hour Support Line. Verify that the Library can request support 24 hours a day using a toll-free number. |
| K.9. | On-Site Support. Bidders guarantees to be on site within 24 hours of being notified that a unit (self-service unit, security gate, workstation, handheld) is out-of-service |
| K.10. | Phone Support. Bidders guarantees to be respond to all service calls within 4 open library hours (e.g. if the bidder gets a service call overnight, the Library should get a callback no later than 1pm the next afternoon.) Describe guaranteed remote support response time. |
| K.11. | Parts. Local service technicians are equipped with parts normally required to service the equipment and reduce downtime. |
| K.12. | Bidders agrees that failure of bidder to meet specified standards may result in termination of the service contract. |
| K.13. | The service agreement must be renewable on an annual basis. |
| K.14. | Warranty and service requirements apply to both |
| standard and optional system components. |
| K.15. The bidder shall provide sample sales, software, and support agreements. |
| K.16. Describe any penalties that will be accessed should any of the above guarantees are not met. |