

PROFESSIONAL SERVICES AGREEMENT
 With BIBLIOTHECA, LLC
 for Automated Library Materials Handlers

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and BIBLIOTHECA, LLC, a Delaware limited liability company, authorized to do business in the State of Arizona, ("Consultant") as of the ____ day of _____, 2024 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Scope of Work (the "SOW");
- B. City desires to retain the professional services of Consultant to develop, create, make, generate, supply, deliver, provide and/or perform the specific benefits, services, tasks, activities, expertise, etc. as set forth in the Scope of Work; and
- C. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure all portions, tasks, activities and specifications of the SOW (the "Services") are completed timely and efficiently consistent with the SOW's requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the SOW such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the perform the SOW by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the perform the SOW by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
 - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to perform the SOW who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

- (3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the completion of the SOW.

d. Subcontractors.

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain Service.
- (2) Consultant will remain fully responsible for Subcontractor's Services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the SOW is completed on time and in a cost- efficient manner. The Services, including any interim milestones, shall be completed in accordance with the schedule contained in **Exhibit A**.

3. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the SOW and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

- a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City ("Coordinating Professionals").

- b. Consultant will meet to review the Services to be provided in the SOW, Schedule and in-progress work with Coordinating Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and SOW completion.
- c. For projects not involving Coordinating Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the SOW.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation.**

- 4.1 Compensation. Consultant's compensation for the Services, including those furnished by its Subconsultants or Subcontractors will not exceed \$251,034 as specifically detailed in **Exhibit B** ("Compensation").
- 4.2 Change in Scope of Work. The Compensation may be equitably adjusted if the original SOW is significantly modified, but only as provided below.
 - a. Adjustments to the SOW, including adding any additional Services or any change in the amount of Compensation available hereunder, require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the original SOW contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage,

courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
- b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
- c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified in Section 4.1 above.

5. Billings and Payment.

- 5.1 Applications. Consultant will submit invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated as follows:
 - a. Fifty percent (50%) at Purchase Order.
 - b. Forty percent (40%) after shipping.
 - c. Ten percent (10%) after approval by the Project Manager.
- 5.2 Payment. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- 5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.
 - a. If the Payment Application is rejected, the Project Manager will issue a written explanation.
 - b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting any deficiencies.

6. Termination.

- 6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.
 - a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
 - b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.
- 6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.
 - a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.
 - b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating,

securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 Minimum Scope and Limit of Insurance. Coverage must be at least as broad as:

- a. Commercial General Liability (CGL). Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$1,000,000 for each claim and a \$1,000,000 annual aggregate limit.
- d. Worker's Compensation. Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 Indemnification.

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the SOW and/or Services.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.3 Other Insurance Provisions. The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in

connection with the performance of all tasks or work necessary to complete the Services as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

- b. For any claims related to the SOW and/or Services, the **Consultant's insurance coverage shall be primary insurance** with respect to 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 in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 Waiver of Subrogation. **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.8 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrants their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto

their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

11. **Uyghur Forced Labor Prevention Act (UFLPA).** Consultant certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

12. **Attestation of PCI Compliance.** When applicable, the Consultant will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Consultant with oversight responsibility.

13. **Notices.**

13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the SOW and/or Services, and his or her address for Notice delivery is:

BIBLIOTHECA, LLC
c/o Matthew Bellamy, President
3169 Holcomb Bridge Road, Suite 206
Norcross, Georgia 30071
877-328-0067 x301
bids-na@bibliotheca.com

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Michael Beck, Chief Librarian
5959 W. Brown
Glendale, Arizona 85301

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the SOW or Services.

15. **Entire Agreement; Survival; Counterparts; Signatures.**

- 15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the SOW or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy

and responsibility of a Party, will survive completion of the SOW, or the earlier termination of this Agreement.

- 15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

- 16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional three (3) years, on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed during the Agreement extension period and will be a determining factor for any extension. There are no automatic extensions or renewals of this Agreement.
- 16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any extensions, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

- 17. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- 18. **Cooperative Use of Contract.** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:
<http://www.mesaaz.gov/business/purchasing/save>
- 19. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Scope of Work
Exhibit B	Compensation

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,

an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

BIBLIOTHECA,
a Delaware Limited Liability Company


By: Matthew Bellamy
Its: President

EXHIBIT A
Professional Services Agreement

SCOPE OF WORK

Attached RFP 24-15 and RFP 24-15 Response Workbook.



CITY OF GLENDALE PROCUREMENT DIVISION REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 24-15

ONLINE BID NUMBER: 42400012

TITLE: AUTOMATED LIBRARY MATERIALS HANDLERS

PUBLISHED DATE: OCTOBER 18, 2023

PRE-OFFER CONFERENCE: October 31, 2023, 10:30 AM Local Time
An **ONLINE** pre-offer conference will be held on October 31, 2023, at 10:30 AM local time. To join the meeting from your computer, tablet or smartphone, [Click here to join the meeting](#)
Meeting ID: 286 692 550 307
Passcode: JBwhMf
[Download Teams](#) | [Join on the web](#)
Or call in (audio only)
[+1 480-500-1194,268547697#](#) United States, Phoenix
Phone Conference ID: 268 547 697#
Attendance is NOT required but strongly encouraged

SITE VISIT: November 1, 2023, AM Local Time
Offerors are invited to view the spaces at the following times:
Foothills Library – Anytime between 9:00 AM and 10:30 AM
19055 N. 57th Avenue, Glendale, AZ
Main Glendale Library – Anytime between 1:00 PM and 2:30 PM
5959 W. Brown Street, Glendale, AZ
Please check in at the front desk upon your arrival. Attendance is NOT required but strongly encouraged.

OFFER DUE: November 16, 2023, 2:00 PM Local Time
Offer Submission Through [Vendor Self-Service \(VSS\) Online Bid System](#).
NOTE: *This is a sealed proposal process requiring proposals to be submitted before the date/time shown above. If errors occur when submitting through VSS, email or call using contact information below.*

CONTACT: Charlene Carpenter, Procurement Officer
Purchasing-Procurement Division
623-930-2865
ccarpenter@glendaleaz.com

Proposals shall be opened using the City's electronic bidding system on the specified due time and date identified herein. All information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

The [Vendor Self-Service - New and Existing Vendor Registration Guide](#) provides detailed instructions for registration for both new and existing vendors.



City of Glendale
Solicitation Number: RFP 24-15 / 42400012
AUTOMATED LIBRARY MATERIALS HANDLERS

CITY OF GLENDALE
Procurement Division
5850 West Glendale Avenue,
Suite 317
Glendale, Arizona 85301

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Required Submittal Documents

1. **Response Workbook** – To be completed by Offeror and submitted as their response.
2. **Pricing Workbook** – To be completed by Offeror and submitted as their response.



City of Glendale
Solicitation Number: RFP 24-15 / 42400012
AUTOMATED LIBRARY MATERIALS HANDLERS

CITY OF GLENDALE
Procurement Division
5850 West Glendale Avenue,
Suite 317
Glendale, Arizona 85301

1. INTRODUCTION

This request is to purchase automatic materials handlers at Main and Foothills Branch libraries. This new technology added to the two largest libraries will help bring in a better patron experience for our community, along with opening more staff time to take care of patrons. Therefore, the Library requests a purchase of automatic materials handlers in order to provide the best service to our community.

The City of Glendale is seeking proposals for an AMH (Automated Materials Handling) system. The AMH checks in and sorts returned library materials and immediately provides updates to patron accounts utilizing RFID (Radio Frequency Identification) tags. Proposals are to be obtained from qualified system integrators in support of the Library requirements. The proposal should include:

AMH equipment, hardware, software to support two main induction sites. AMH staff induction site with holds and in-transit receipt printer, barcode scanning capability, and touchscreen interface. Patron induction site with touchscreen interface, patron shelf and receipt printer.

Ability to communicate with Polaris operating system and multiple RFID tag types. Sorter and bin destination configuration that meets the needs of space provided, ergo bins, tote shelf and professional services including shipping, removal of current system, installation, implementation, project management, training, standard warranty and ongoing support/maintenance.

2. BACKGROUND

Glendale Library is always looking to improve upon our current practices. The next stage for circulation benefits is to purchase an automatic materials handler (AMH) to help sort materials and check them in at book drops as they are returned by patrons. The two AMH machines would be placed at Main and Foothills Branch libraries and could benefit the staff and patrons. These two branches have the largest circulation rates in the system, with nearly 900,000 items circulating in the fiscal year 2021-2022. When a patron returns an item, the AMH will check the item back in and then sort it to the appropriate bin for easily handling by staff. The improvements will quickly be seen in circulation time, customer services, and account accuracy. Our patrons and community will have an overall better experience with Glendale from our staff and the AMH.

3. OTHER INFORMATION

The chosen vendor will work with Library, IT, and Field Operations staff to implement the equipment within the Library space and then the technology to work with the Library's integrated library system.



City of Glendale
Solicitation Number: RFP 24-15 / 42400012
AUTOMATED LIBRARY MATERIALS HANDLERS

CITY OF GLENDALE
Procurement Division
5850 West Glendale Avenue,
Suite 317
Glendale, Arizona 85301

4. WORK TASKS

1. STATEMENT OF WORK

The City of Glendale is seeking the services of a qualified Contractor to furnish and install an Automated Materials Book Sorter Handling System to include “tote lifters,” related Installation, Training and Support Services. The Contractor shall provide all insurance, management, supervision, labor, components, materials, tools, accessories, warranty and debris removal (as appropriate). The equipment shall be installed at the Main Library and Foothills Branch Libraries.

The Glendale Public Library (GPL) continues to experience increased patronage. Physical circulation in FY 23 was 379,178 at the Main Library and 410,793 at the Foothills Branch Library. If approved, the machines would provide staff relief which would enable staff time to be repurposed for higher duties such as public service desk time, collection development or programming development.

2. GENERAL AND TECHNICAL REQUIREMENTS AND SPECIFICATIONS

A. The proposed system shall include the following features/functionality requirements:

- Interoperability with Polaris ILS.
- Sorter software must be agnostic to the ILS regardless of ILS vendor.
- Automated printing and application of hold and transit slips.
- Allows staff to choose between two (2) or more sorting strategies.
- Availability of ILS-based or other software-based tool to sort or distribute materials based on branch need and capacity to support GPL’s floating collection.
- Automated and manual unloading of bins, totes or cartons.
- Automated de-stacking of materials.
- Operating system and other applications included in the Contractor's solution shall be kept up to date at no cost to GPL.
- Able to sort varying sized, fragile, irregular shaped items that can be difficult to transport on other types of sortation conveyors.
- Provides soft impact sortation.
- Onsite training at conclusion of installation.

B. The proposed solution shall meet the following specifications:

- One (1) automated materials handler (“sorter”) for each branch location.
- One (1) staff induction check-in station for each sorter.
- Seven (7) destination bins with the ability to expand to ten (10) bins.
- One (1) emergency stop.



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- Self-contained UPS to allow gradual shutdown of the sorter and to minimize sorter downtime during a building-wide power outage or surge.
- Delivered system to be fully compatible with Polaris Integrated Library System (ILS) and other ILS's via SIP2 connection, Windows OS, Mac iOS and leading proprietary and open-source ILS and the Library's barcoded collection.
- Delivered system to provide transaction logs and detailed statistics reporting.
- Delivered system to be easily reconfigured for additional or modified sorting arrangements.
- On-site spare parts kit to be included.
- Documentation that the system noise levels shall not exceed 70 dB(A).
- All new equipment to include connection hardware such as power and Ethernet cables.
- At least two (2) copies of operation manuals for all equipment, supplied free of charge.

C. SITE VISIT WALK-THROUGH

A non-mandatory site visit/walk through to view the space(s) will be available on November 1, 2023, at the times and locations shown on page 1 of this document. Please check in with the front desk upon arrival during the times listed.

5. PRICING

Prices reflected in the proposal shall include any discounts extended. Unit prices shall be quoted for all components and costs for hardware, software, and disposal of current AMH, installation, and service. Vendor must include shipping, prices of all equipment and any options (as well as any one time and/or repetitive license fees) needed to meet all specifications within the pricing of proposal.

6. OTHER CONSIDERATIONS

General

1. The proposed system and all components should be entirely compatible with, and in no manner interfere with, the Library's current ILS (Polaris), its computer clients, or other components.
2. The proposed system is compliant with the latest ISO standards and compatible with current RFID tags in use by the Glendale Public Library as well as other libraries in the shared system.
3. Bidder has the experience and expertise to work with Polaris to resolve any integration issues. Vendor is willing to work with the Library's ILS vendor to resolve any RFID equipment related functionality problem.
4. The proposed system can function on either wired or wireless TCP/IP networks at speeds of up to 1 GBs wired and up to 50 MBs wireless to the off-site ILS database.
5. The proposed system, at a minimum, provides performance statistics that can be accessed through the Library network. Data must be broken down by year,



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month, day and hour. Data to include, but not limited to: number of transactions, type of transaction, and number of successful and unsuccessful transactions.

6. The entire software including its GUI (graphic user interface) is 100% web-browser-based.
7. The software can run within a web-browser and run on ALL operating systems (Mac, Windows, Linux, Android, etc.), including Windows 10 or newer.
8. The Library administrator is able to determine the access levels varying by individual permissions based on location and feature.
9. The proposed system can provide application-specific software to incorporate all hardware and any other RFID-related hardware into the system. This includes the ability to support and successfully process both single and double RFID-tagged materials.

AMH Functionality

1. The system provides an intuitive user interface.
2. If the connection between the Library network and AMH has been interrupted, the AMH must have the ability to continue in offline mode and transmit stored information to the Library database when connection has been re-established.
3. Ability to backdate materials with custom dates for book drop return and Library closures.
4. Barcode scanner that will allow for check-in at patron induction for nontagged or exception items.
5. Ability to print hold slips and in-transit slips in a manner that will enhance efficiency.
6. Access to help line during all hours of business regardless of time zone.
7. Sorter has multiple functionalities that allow for weeding and/or other report/list applications.
8. Configuration of Windows operating system to perform scheduled critical updates to meet system standards for life of the AMH.
9. Handling of both barcode and RFID tagged items.
10. Easy to use patron return that is customizable to match the Library's existing interior colors, branding and furnishings.
11. Patron return must be self-containing with a built-in shelf for patrons to place items and does not inhibit the check-in process.
12. Patron return must have the ability to allow one item at a time and have a return speed of 2 seconds or less per item.
13. Patron return must have items returned list view on screen.
14. Patron return prints receipts and has receipt information options.
15. Receipt paper is a standard size and is easily purchased.
16. Ability to change screen information into multiple languages.
17. Ability to check-in items with high percentage of accuracy.
18. Ability to plug into a standard 120-volt outlet.
19. Energy efficient, low power components.
20. System shall operate below normal conversation levels.



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21. Maximum power required for sorter shall not exceed the normal power available.
22. Public induction inlet must include anti-theft, vandalism, or fire-resistant suppression safety features.

Service and Delivery

1. Successful delivery and installation of AMH system with (1) interior staff facing inlet and (1) patron access inlet, RFID scanning, optional barcode readers, and receipt printers compatible with GPL barcodes and RFID tagged materials for check-in and sorting process for each branch location.
2. Provide professional services for implementation of an AMH system to include, but not limited to shipping, physical installation, configuration, and end-user training.
3. Ability to install the proposed system according to a schedule determined in coordination with Library staff to minimize disruption.
4. Vendors must recommend and provide an implementation plan.
5. Vendor must also be available for consultation on placement of hardware to accommodate network infrastructure, power and ventilation requirements, building restrictions, etc., and to maximize workflow, staffing, and patron convenience issues.
6. Provide clear and detailed information regarding AMH installation requirements and Library's responsibilities.

Training and Service

1. Includes complete and adequate staff training on proper operation and maintenance procedures.
2. The Library seeks to train key circulation, technical services, system administration, and public services staff in the use of all equipment.
3. Training can be performed by the vendor and will take place at the Library.
4. The Library requires user manuals, plus any other materials that are typically distributed during training.
5. The Library requires unlimited interaction with the vendor sales staff and technical support staff during installation planning, the installation phase, and follow-up immediately after such installation.
6. Indicate options and pricing for additional staff training periods and topics. Indicate the cost for refresher training (separate in remote and onsite).

Hardware/Software Technical Support

1. Inclusion of CPU operating systems hardware upgrades as needed or requested at no additional cost.
2. Provide preventative maintenance on an annual basis at no cost during the warranty period of the AMH system.



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3. Work closely with Glendale Public Library IT and Facilities personnel, ILS vendor and other third-party entities to troubleshoot and resolve technical issues as needed.
4. Provide online support portal for service requests.
5. Provide highly detailed documentation of AMH use and basic troubleshooting methods for GPL staff use.
6. Break/fix support on an as-needed basis.
7. Maintenance and repairs completed by technicians that are fully trained, qualified, and certified by the manufacturer to perform service.

Reporting, Management, & Configuration

1. The proposed system can provide real-time detailed monitoring of key components.
2. The proposed system can provide real-time monitoring with the ability to monitor operational functionality of AMH system at source or remotely devices at a single or multiple location(s).
3. Audible alerts from the AMH to alert staff of any operational malfunction or when attention is needed at any part of AMH unit.
4. The proposed system can provide monitoring that communicate performance changes to Library personnel through a web-based dashboard display that intuitively communicates status changes in real time.
5. The proposed system provides hardware status reporting allowing other library-networked devices to be connected to the server, and validates this connection.
6. Ability to report to staff remotely, through email or other web based notification software, if operational malfunction or attention is needed at any part of the AMH unit.
7. Alerts staff onsite or remote when a communication failure with ILS system has occurred.
8. Alerts staff when AMH has stopped or has encountered an error.
9. Alerts staff when configuration or system parameters have changed.
10. Data collection and statistical reporting shall be performed using the reporting functions through the ILS which included check-in of materials being sorted through the AMH systems.
11. System provides data security and encryption for data at rest and in transit.
12. Ability for staff to view and obtain statistical information in a user-friendly format with in-depth and accurate details of sorting data. Preferably, staff will have direct SQL access to the application database for connecting to business intelligence tools and dashboards.

Warranty and Service Requirements

1. Software warranty: Software patches and service pack releases supplied by vendor at no additional cost.
2. Average on-site response time provided in a timely manner allowing for least amount of downtime with minimal affect to patrons and normal daily operations.



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3. The service agreement includes remote maintenance for expert technical consultation and software support.
4. Service technicians must be fully trained, factory authorized and certified by the manufacturer to perform service.

7. TERM

The term of the resultant contract shall be for a one (1) year initial term.

8. OPTION TO EXTEND

Based on satisfactory Bidder performance, the City, may at its option and upon mutual agreement with the Bidder, extend the term of this agreement for an additional three (3) years renewable on an annual basis. Bidder shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the original contract period.

9. HOW WE CHOOSE

1. Scoring Responses

The evaluation criteria are weighted in accordance with the Submission Requirements. Your response will be rated as follows:

- 25% Firm and Proposed Staff Experience and Qualifications
- 20% Technical Approach
- 20% Project Plan
- 10% Maintenance and Support
- 25% Price

2. Type of Award

The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

3. Length of Contract

The City will award for an initial one (1) year with three (3) additional one-year renewal options.

4. Evaluation Panel

Submittals will be evaluated by a panel based on the stated criteria and are responsible for selecting the proposal that is most advantageous to the City.

5. Panel Contact

Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.

6. Interviews



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City may ask some or all Offerors to participate in an interview at any point during the evaluation process but is not required to do so. Information gathered in an interview will be used by the panel to make a selection. Offeror is responsible for any costs incurred to participate in an interview.

7. Additional Investigations

City may conduct additional investigations needed to determine the competence or financial stability of any Offeror.

8. Best and Final Offers

City may request best and final offers and will determine the scope and subject of any best and final request.

9. Proposal Evaluation

City reserves the right to secure additional information from the Offeror in various forms and to award based on submitted information.

10. Notice of Intent to Award and Protest Period

Information about the recommended award for this solicitation will be posted [here](#) and will be available immediately after the City has completed its evaluation process. Questions regarding the notice of intent to award must be directed to the listed Procurement Officer immediately. Any protest must be submitted to the Procurement Administrator no later than seven (7) calendar days from the date of posting on the Internet. Information and instructions on how to file a protest can be found [here](#).

11. Withdrawal of Proposal

Offeror may withdraw a submitted proposal at any time prior to the specified solicitation due date and time through the City's online bidding system. Withdrawals must be made by the Offeror or designated representative listed on the proposal. Telephonic or oral withdrawals cannot be accepted.

12. Offer Errors Omissions and Corrections

City will not be responsible for any offeror errors or omissions. Any corrections shall be submitted through the City's online bidding system prior to due date and time of the RFP. No corrections will be permitted after the offers have been opened.

13. Competitive Negotiations

City may negotiate with multiple Offerors at the same time. Negotiations may result in changing the conditions, terms, or price of the proposed contract for the benefit of the City unless prohibited herein. All Offerors shall be treated fairly and equally while conducting negotiations and the City is prohibited from disclosing any information submitted by competing Offerors. Entering into negotiations does not constitute a contract award or confer any rights to Offerors. The City may formally terminate negotiations and enter into concurrent or exclusive negotiations with the next most qualified Offeror/s if it is in the City's best interest to do so.



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10. SUBMISSION CHECKLIST

This section provides an overview of the submission instructions including a checklist to aid in the submission of complete proposals. Offerors shall complete the fillable "RESPONSE WORKBOOK" attachment and submit as their proposal.

Vendors are strongly advised to read this section in its entirety and complete the checklist to avoid disqualification. **Please note that the City will NOT be able to consider proposals that are submitted late or that do not follow these guidelines.**

The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

Checklist for Submitting Proposal	Complete (✓)
Submission Requirements	
OFFER SHEET (Response Workbook)	
1. FIRM AND PROPOSED STAFF EXPERIENCE AND QUALIFICATIONS (25%)	
2. TECHNICAL APPROACH (20%)	
3. PROJECT PLAN (20%)	
4. MAINTENANCE AND SUPPORT (10%)	
COMPLETED PRICING WORKBOOK	
5. COST (Must be submitted in a separate electronic file) (25%)	
ADDENDUM RESPONSES (if applicable)	
Return of Offer	
Electronic copies of all "SUBMISSION REQUIREMENTS" listed above. Pricing Workbook must be submitted separately from the rest of the proposal.	

11. SUBMISSION REQUIREMENTS

The proposal is every element of your response to this RFP. For this proposal, you must provide a completed OFFER SHEET in addition to answering the questions identified in the REQUIRED RESPONSES. (see Response Workbook)

Responses must be numbered to correspond to the question numbers to aid in the evaluation process; failure to do so may result in disqualification.



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Should your offer contain any PROPRIETARY INFORMATION you must clearly mark that information with the words "Proprietary Information." Only information contained in your response questions may be marked as such, information on the OFFER SHEET or PRICING SHEET (if applicable) are not considered proprietary.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. By submitting any materials marked as Proprietary Information, Offeror acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror if the City must legally disclose the Proprietary Information.

Helpful Hints:

- Answer each question completely, your answers will be the only basis on which your proposal is scored.
- Do not unnecessarily elaborate, keep your response complete and effective.
- Do not provide general answers or reference to sales literature.
- Only when applicable attach and reference supporting documents.

Offerors shall provide written narrative responses on the evaluation criteria below. Proposals shall be presented in a complete, concise and effective response void of general answers or sales literature. When applicable, supporting documents may be attached and the appropriate criteria referenced. Offerors, at a minimum, shall submit the following information in the order presented below:

1. FIRM AND PROPOSED STAFF EXPERIENCE AND QUALIFICATIONS

- a. Describe the licenses and qualifications your firm has in providing similar services.
- b. How many years has proposer provided similar services.
- c. Government agencies or commercial businesses for which proposer has performed similar services in size, scope and complexity of work during the past 5 years with contact person, types of service provided, and dates of service.
- d. Significant accomplishments in contributing to success of similar services.
- e. Provide 1-3 valid references from those who can confirm your experience in providing the services stated within this RFP. The reference may be from governmental agency, municipality, schools or companies which the Offeror has provided similar services within the last five years. Reference information must include all the following: Company Name, Contact Person and Title, Phone #, Email Address, Date of Service, Cost of Service, Description of Service.

2. TECHNICAL APPROACH



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Offerors shall describe and illustrate the products and Integrated Library Systems (ILS) interoperability that comprises the offeror's proposed Automated Material Handling solution to include:

- a. description of how the device functions and what relevant features are available (as part of base product or as an add-on).
- b. device's speed and accuracy.
- c. expected lifespan of device.
- d. device's ability to communicate with common Integrated Library Systems, including Polaris ILS.
- e. device's average annual power consumption.
- f. ability to upgrade device's operating system over its lifespan.
- g. conditions causing the device to send items to the "exceptions" or "problems" bin.
- h. ability and flexibility to relocate or reconfigure AMH system due to potential upcoming building renovations.

3. PROJECT PLAN

Please detail the offeror's anticipated project plan, including design, manufacture, delivery and installation from the date of order contract award through the first day of full normal operation and testing and training.

The Plan shall also include all subcontractors assisting with any part of this service and if the offeror has worked with them on past projects.

4. MAINTENANCE AND SUPPORT

The offeror shall describe library staff training offered by the offeror and length of time that training can be accessed. Include whether training is virtual or on-site.

- GPL prefers that offeror's support be available during most Library open hours with a response time of eight (8) hours or less for critical hardware and software issues. Describe how support requests should be reported and the offeror's response time.
- Please describe ongoing maintenance and support offered by the Vendor, including availability, response times and contact information of telephone or web-based support.
- Please describe the warranty period, extended warranty and proposed solutions for preventive maintenance plans.



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- How is access to parts managed in light of supply chain issues.

5. PRICE CRITERION

Offerors shall provide detailed pricing for design, manufacture and installation of the proposed solution, including shipping charges, training fees, ongoing maintenance, support, licensing and any recurring and non-recurring costs.

The price evaluation will be objective. The Contractor with the lowest price for the base and three (3) option years will receive the maximum price points. All other proposals will receive a proportionately lower total score.



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EXHIBIT 1: SPECIAL NOTICES

By signing on the Offer/Bid page, solicitation Addendum(a), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

1 Return of Offer

The Offeror shall submit required proposal responses electronically in Vendor Self Service (VSS).

Offeror is required to register in VSS prior to submitting a proposal if they have not already registered.

<https://glendaleazvendors.munisselfservice.com/Vendors/default.aspx>

Guide to Register as a new vendor:

https://www.glendaleaz.com/your_government/city_finances/procurement/vendor_self_service_v_s_s (This is a PDF document "Vendor Registration Instructions" at the bottom of page.)

- a. The Offeror shall complete all sections of the solicitation in the format given and the spaces provided. Proposals that do not conform to the above format may be rejected.
- b. The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

2 Pre-Offer Conference

A Pre-Offer meeting will be held on **the time and at the location shown on page 1 of this document**. Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.

The purpose of the conference will be to clarify the contents of the solicitation to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

3 No Contact, No Influence During the RFP Process

The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.



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From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent Period"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Procurement employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

4 Conflict of Interest

Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-511 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

- a. "Employee" means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.
- b. "Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

5 Inquiries

Any question related to the Request for Proposal shall be directed to the Procurement Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Procurement Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **FIVE days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise, it may not be opened until after the official proposal due date and time. Oral interpretations or



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clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

6 Special Terms and Conditions

Additional terms and conditions specific to the provision of the services referenced will be negotiated with the successful bidder for inclusion in the contract.

7 Public Record Requirements

Offeror acknowledges that the City is a public agency and must comply with all Public Records laws and proposals submitted become the property of the City and are subject to public disclosure requirements in accordance with Arizona Public Records Law. Any portion of the proposal that the offeror deems confidential or proprietary must be clearly labeled as such. Labeling material does not automatically preclude the material from public disclosure, as the City is required to make an appropriate determination as to the confidentiality of the material in accordance with Arizona Public Records Law. It is the offeror's sole responsibility and cost to take action, including legal actions, to protect such material. Price is not confidential and will not be withheld.

8 Permits and Licenses

It is the offeror's sole responsibility to determine and secure any and all licenses and permits the contractor needs to operate the facility, from any regulatory body having jurisdiction related to the services being provided. Such costs are the exclusive responsibility of the operator, operator must also ensure appropriate licensing of any sub-contractors, operator shall notify the City in writing within two (2) working days of any suspension, revocation or renewal.

9 No Collusion or Anti-Competitive Practices

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices.

10 Non-Discrimination

Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

11 No Considerations

The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity,



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special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.

12 Authorized Agent

The individual signing the submittal is an authorized agent and has the authority to bind the Offeror to the proposal and subsequent contract if awarded.

13 Key Personnel

If awarded, Offeror shall assign a specific individual as the key point of contact for the management of the contract, subject to specific notification requirements to be included in the final contract.

14 Site Inspection

It is the responsibility of the Offeror to become familiar with any conditions which may affect the performance and cost of providing the service and this submission will serve as evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.



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EXHIBIT 2: SPECIAL TERMS AND CONDITIONS

By signing on the Offer/Bid page, solicitation Addendum(a), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions. The following terms are found on the City's Website and are applicable to Request for Proposal: [Standard Terms and Conditions](#)

1. Type of Awards

The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one offeror is not in the City's best interest, "all or none" offers shall be rejected.

2. Alternate Offers

Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.

3. Effective Period of Offer

Offers shall be valid for a minimum of 120 days following the deadline for submitting offers. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until such time as either an award is made, or proper Notice is given to the Procurement Officer of Offeror's intent to withdraw its offer. Offers may only be withdrawn by submitting Notice at least 15 days before the expiration of the then current 120-day period.

4. Payment Terms

If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.

5. Unit Price to Prevail

In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.

6. Offer Errors Omissions and Corrections

The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.



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7. Brand Name References and Technical Specifications

Brand names or manufacturer's references shall be construed as a quality or performance level and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.

8. Restrictive Offer Provisions

If specifications preclude an otherwise qualified offeror from submitting an offer, a written request for modification must be received by the Buyer at least seven (7) calendar days prior to the proposal due date. All offerors will be notified by a written addendum to the solicitation of any approved changes.

9. Default

In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.

10. Termination for Convenience

The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.

11. Sub-Contracting

The contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such sub-contract or subjecting the City to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the City shall deal through the contractor. Sub-contractors will be dealt with as workmen and representatives of the contractor.

12. Safety Data Sheets (SDS)

Contractor is to supply SDS) in accordance with Federal requirements for The Globally Harmonized System of Classification and Labeling of Chemicals (GHS). Contractor entering the City workplace with hazardous materials will supply the City with a Safety Data Sheets (SDS) covering those particular products the contractor may expose City employees or the general public to while working at the site.

13. General Indemnification

Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim



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processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

14. Responsibility for Compliance with Legal Requirements

The offeror's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.

15. Responsibility for Correction

It is agreed that the offeror shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Offeror agrees to give the City first priority. Offeror agrees that if the product or service offered does not comply with the written specification, the Materials Manager has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance and offeror further agrees to be fully responsible for any consequential damages suffered by the City.

16. Warranty

Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the City, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The offeror expressly warrants all items to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create an expressed warranty that the whole of the goods shall conform to the sample or model.

17. Rejection of Offers

The City reserves the right to reject any or all offers, or any part thereof; to accept any offer or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.

18. Delay in Exercising Contract Remedy



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Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.

19. Tax Exemption

The City is exempt from paying Federal Excise Taxes and will furnish an exemption certificate upon request.

20. Order of Precedence

In the event of conflict, the following precedence shall prevail: (1) Special Terms and Conditions incorporated by attachment; (2) Special Terms and Conditions; (3) Drawings and Specifications; (4) referenced documents; and (5) the Standard Terms and Conditions.

21. Changes

The City reserves the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless in writing and approved by the Materials Manager prior to the institution of the change.

22. Price Adjustments

Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. Supportive justification means that the request shall include detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect price of the item concerned. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

23. Late Submission of Claim

The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

24. Protest of Award

Any person who has an objection to the awarding of a solicitation by the City, pursuant to competitive solicitation procedures, shall lodge that protest, in writing, with the Materials Manager. The protest should specifically identify the objection to the award, pursuant to the formal purchase procedure. The protest must be submitted no later than seven (7) calendar days after the notice of intent to award is posted on the City's Procurement Internet home page at <https://www.glendaleaz.com/your-government/city-finances/procurement/notice-of-intent-to-award>. Untimely protests will not be considered.



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25. Remedies

City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.

26. Assignment

Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.

27. Addenda

Any change to the proposal will be in the form of a numbered addendum issued by the Procurement Division. The addendum will be furnished to all who received the proposal. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted contractor or agent of the City in regard to the proposal. The City will not be responsible for offerors adjusting their offer based on oral or written instructions.

28. Special Accommodations

Please contact Procurement at 623-930-2862 at least 3 days prior to the meeting for special accommodation. Hearing impaired persons, please use the Arizona Relay Service (1-800-367-8939).

29. Offer Identification

The City is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified.

30. Offer Tabulation

An electronic copy of the scoring may be requested by e-mailing the Procurement office at procurement@glendaleaz.com and referencing the proposal title and number. The information will be available for distribution when the City has completed its evaluation process of the offers received.

31. Liability

Except for the sole negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold the City harmless from any claim or loss arising from such damage or injury.

32. OSHA Guidelines

The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.

33. Patents

Seller agrees to defend City at seller's own expense, in all suit, actions, or proceedings in which City is made a defendant for actual or alleged infringement of



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any United States of America or foreign letters patent resulting from City's use of the goods purchased as a result of this RFP. Seller further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City. Seller agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods supplied by the seller. It is expressly agreed by seller, that these covenants are irrevocable and perpetual.

34. Vendor Performance

Prior offeror performance in regard to product, service, or representation of/from the offeror may be used in evaluation of this offer. Unsatisfactory performance to the City may be considered sufficient grounds for rejection of this offer. No offer will be awarded to any offeror who is in default on any contract with the City.

35. Fund Appropriation Contingency

The contractor and the City recognize that the continuation of any contract after the close of any given fiscal year of the City; which ends on June 30, shall be subject to the approval of the budget of the City providing the contract item is an expenditure therein. The City does not guarantee that the budget item will be actually adopted, as it is the determination of the City Council at the time of the adoption of the budget.

36. Notification of Award

The successful offeror(s) will be notified that their offer has been accepted by the City Council as recommended for award.

37. Non-Exclusivity

The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are included in this Agreement.

38. Prohibitions

Contractor, and on behalf any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq* and 35-393 *et seq*, that neither has "scrutinized" business operations, as defined in the proceeding statutes, in the countries of Sudan or Iran.

39. Immigration Law Compliance

Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty



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described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City. Contractor's warranty and obligations under this Section I to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

40. Contract Administrator

The staff member identified as the Contract Administrator for a solicitation serves as the liaison between Procurement, the City and the successful contractor. The Contract Administrator manages the contract, overseeing the daily operations, scheduling, performance and compliance of the agreement by all parties. The Contract Administrator is responsible for:

- a. Establishing and maintaining records and documentation
- b. Monitoring the contractor's performance
- c. Handling issues and disputes
- d. Exercising extension options
- e. Initiating contract modifications
- f. Initiating rebids or new solicitations

41. Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the part affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders, fire; flood; lockouts; injunctions-interventions-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

- a. Force majeure shall not include the following circumstances:
- b. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.



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- c. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- d. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

43 Suspension and Debarment

- a. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- b. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the City of Glendale. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.



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EXHIBIT 3: INSURANCE REQUIREMENTS

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

Insurance Requirements. OFFEROR shall procure and maintain until all their obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with this Solicitation. The *insurance requirements* herein are minimum requirements for this Solicitation and in no way limit the indemnity covenants contained herein. The City of Glendale in no way warrants that the minimum limits contained herein is sufficient to protect the OFFEROR from liabilities that might arise. OFFEROR is free to purchase such additional insurance as OFFEROR determines necessary.

a) **Minimum Scope and Limits of Insurance:** OFFEROR shall provide coverage with limits of liability not less than those stated below.

i) **Commercial General Liability – Occurrence Form**

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

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

(1) The policy shall be endorsed to include the following additional insured language: ***“The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the solicitation.”*** Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required herein.

(2) Policy shall contain a waiver of subrogation endorsement in favor of the **“City of Glendale, and its departments, officers, officials, agents, employees and volunteers”**. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

ii) **Business Automobile Liability – (if driving is not a part of the scope of work, excluding driving from the place of business and to the City departments, this coverage can be eliminated.)** Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement. Combined Single Limit (CSL) \$1,000,000.



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- (1) The policy shall be endorsed to include the following additional insured language: "The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the OFFEROR, involving automobiles owned, Licensed, hired or borrowed by the OFFEROR." Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required by this License.
- (2) Policy shall contain a waiver of subrogation endorsement in favor of the "City of Glendale, and its departments, officers, officials, agents, employees and volunteers" for losses arising from work performed by or on behalf of the OFFEROR. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iii) Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- (1) Policy shall contain a waiver of subrogation endorsement in favor of the "City of Glendale, and its departments, officers, officials, agents, employees and volunteers" for losses arising from OFFEROR activities. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iv) Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:

- (1) Policies shall stipulate that the insurance afforded by the organization shall be primary insurance and that any insurance carried by the City of Glendale shall be excess and not contributory insurance.
- (2) Coverage provided by the organization shall not be limited to the liability assumed under the indemnification provisions of the license or contract.
- (3) If the Vendor maintains broader coverage and/or higher limits than the minimum shown, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the City.



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- (4) Vendor shall require and verify that all subcontractors (subconsultants) maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that City is an additional insured on insurance required from subcontractors (subconsultants).
- (5) If the Vendor is awarded the solicitation, the Vendor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements before the work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor'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

	SOLICITATION ADDENDUM		CITY OF GLENDALE Procurement Division 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301
	Solicitation Number: RFP 24-15 Addendum No. 1 Page 1 of 3 Solicitation Due Date: November 16, 2023 2:00 P.M. (Local Time)		

**RFP 24-15 / 42400012
AUTOMATED LIBRARY MATERIALS HANDLERS
ADDENDUM NO. 1**

The following revisions and clarifications have been made to Request for Proposals 24-15:

1. Questions:

- a. Page 5: Can you clarify why the City requests a self-contained UPS to allow a gradual shutdown? We think it is a concern if a vendor requires a UPS—does that mean their system gets damaged if there is an emergency shutdown? Is there a safety or software issue for their system if a UPS is not available?
Response: Some potential reasons might include: 1) UPS protects from data loss, 2) protects system from damage.
- b. Page 6: Regarding the request for the GUI: a web browser-based GUI solution won't work if the equipment loses connection to the internet. We want to maximize system uptime for the City of Glendale and are currently migrating other AZ libraries from web-based solutions to an all-in-one vendor-hosted and managed solution. Will the City consider other options?
Response: GUI functionality provides a user-friendly interface and makes settings easier to access and adjust as needed. Statistics gathering is also more efficient via GUI and preferable to gathering data via individual IP addresses or from the physical machine
- c. Page 4, Statement of Work: Can you clarify the need for totes and tote lifters? As the library has a floating collection, shipping between branches is minimal. We believe bins that can handle lots of items would be the preferred solution.
Response: While shipping between branches is not minimal, if we have a sufficient number of spring-loaded sorter bins, then totes/tote lifters are not a strict requirement
- d. Page 8: We understand the City requests direct SQL access to the application database. Is this required? We provide a user-friendly way to obtain statistical information and reports that doesn't involve direct SQL access.
Response: While SQL is not a strict requirement, we prefer to have a robust statistical interface that is accessible via web or API. Gathering data via individual IP addresses or from the physical machine would not be ideal.
- e. Does the Foothills Branch still plan on operating the staff window?
Response: Yes, we plan to keep this as a service point. It's a very popular service.
- f. Do you have any formal CAD or building drawings of the rooms where the AMH systems will be going?
Response: Yes, City engineering can provide building drawings if needed, through the Attached From (Exhibit A).



SOLICITATION ADDENDUM

Solicitation Number: RFP 24-15 Addendum No. 1 Page 2 of 3
Solicitation Due Date: November 16, 2023 2:00 P.M. (Local Time)

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EXHIBIT A



**CITY OF GLENDALE
MAPPING & RECORDS DEPARTMENT
5850 W. GLENDALE AVE. 3RD FLOOR
SERVICE AND DOCUMENT REQUEST FORM
CALL: 623-930-3656 OR EMAIL:
jtrasancos@glendaleaz.com
mconlin@glendaleaz.com**

PERSON REQUESTING THE INFORMATION: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: _____ EMAIL: _____

INFORMATION BEING REQUESTED:

QUARTER SECTION MAPS ☐

AS-BUILT DRAWINGS ☐

PLAT MAPS ☐

DATE REQUIRED: _____

I am requesting copies of the following record(s):



SOLICITATION ADDENDUM

Solicitation Number: RFP 24-15 Addendum No. 1 Page 3 of 3
Solicitation Due Date: November 16, 2023 2:00 P.M. (Local Time)

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All other solicitation provisions, terms and conditions and scope of work shall remain the same. Offerors must acknowledge receipt and acceptance by returning this addendum with their proposal.

Name of Company:

Address:

Authorized Signature:

Print Name and Title:

 Glendale ARIZONA	SOLICITATION ADDENDUM		CITY OF GLENDALE Procurement Division 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301
	Solicitation Number: RFP 24-15 Addendum No. 2 Page 1 of 2 Solicitation Due Date: November 16, 2023 2:00 P.M. (Local Time)		

RFP 24-15 / 42400012
AUTOMATED LIBRARY MATERIALS HANDLERS
ADDENDUM NO. 2

The following revisions and clarifications have been made to Request for Proposals 24-15:

1. Questions:

- a. Where are slips intending to be printed? At the sending library or the receiving library?
Response: The slips are printed at the receiving library.

- b. Page 3, paragraph 3 - Can you clarify the Barcode requirement, there is conflict statements. However on Pg 6, under AMH functionality #4, "barcode will allow patron induction to barcode scan" Are you calling for barcode scanners at both patron and staff induction.

Response: Both staff and patron induction sites would preferably have RFID scanners, since our collections are RFID tagged. Additional barcode scanners would not be necessary. GUI functionality provides a user-friendly interface and makes settings easier to access and adjust as needed. Statistics gathering is also more efficient via GUI and preferable to gathering data via individual IP addresses or from the physical machine

	SOLICITATION ADDENDUM	CITY OF GLENDALE Procurement Division 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301
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All other solicitation provisions, terms and conditions and scope of work shall remain the same. Offerors must acknowledge receipt and acceptance by returning this addendum with their proposal.

Name of Company:	
Address:	
Authorized Signature:	
Print Name and Title:	

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Offerors to complete this Response Workbook and submit with their response to this RFP.

COVER SHEET

OFFEROR NAME: Bibliotheca, LLC

OFFEROR ADDRESS: 3169 Holcomb Bridge Road, Suite 206, Norcross, GA 30071

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OFFER SHEET (Must be printed, signed and returned upon completion)

Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

11/15/2023
Date

Bibliotheca, LLC
Legal Company Name

Matthew Bellamy
Printed Name (Authorized Signatory)

President
Job Title

Offeror Certifies it is a (check only one): ☐ Proprietorship ☐ Partnership ☒ Corporation

m.bellamy@bibliotheca.com
Email Address

3169 Holcomb Bridge Road, Suite 206
Mailing Street Address

(877)328-0067
Phone Number

Norcross, GA 30071
City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

Katie Westfall
Contact Name

(877)328-0067 x301
Phone Number

bids-na@bibliotheca.com
Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 383837521

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: ☐ Yes ☒ No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

☒ Yes, Number 21023069 Tax Rate: 9.2% **OR** ☐ No, not required to have an Arizona TPT License

CONFLICT OF INTEREST (SPECIAL NOTICES):

☒ No, I do not have a conflict of interest ☐ Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS: *By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.*

☒ Exhibit 1 – Special Notices

☒ Exhibit 2 – RFP Standard Terms and Conditions

☒ Exhibit 3 – Insurance Requirements

Matthew Bellamy
Authorized Signature - Print this form and sign above

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REQUIRED RESPONSES:

Offeror's answers to the following questions will comprise the Offeror's response to this RFP. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror's response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal may be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).

1. EXPERIENCE AND QUALIFICATIONS

- a. Describe the licenses and qualifications your firm has in providing similar services.

We know experience is crucial to meeting the City of Glendale and Glendale Public Library's goals. For more than 50 years Bibliotheca has worked with libraries, and we are proud of the many innovations we've brought forward in partnership with cutting-edge, technology-minded customers around the world. We partner with more than 30,000 unique libraries, helping them evolve their services and connect with their communities. We have over 150 flex AMH™ systems installed in North America and 1,000 globally.

Bibliotheca is a long-term partner -- we've been providing library technology to GPL since 2006 and we appreciate the opportunity to continue serving you. As you think about your options for new solutions and vendors, please consider Bibliotheca's positive contributions:

We love libraries. As degreed librarians and avid library users, we understand the unique challenges that libraries encounter and what the future of library service will demand.

Robust technology. Libraries are competing with the best in consumer technologies and can't afford to stick with the status quo. At Bibliotheca, we aren't just keeping up with the times, we're inventing the future.

Best after-sales support. Our commitment to service begins when the product is designed and manufactured. No matter where you are, we've got a team nearby to help you make sure your library is ready.

Future Proof Your Library. With Bibliotheca, GPL will have access to a suite of products that is unmatched in the industry. Choosing the right technology provider to meet the future needs of your unique community is critical to staying relevant and ahead of the curve. Our constant investment in technology provides a solid foundation built to support GPL's long-term goals.

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COMMITMENTS

We imagine a brighter future for libraries. It's taking shape on several fronts and benefits everyone.

Social + Community Responsibility

Ensure easy, ubiquitous access to content – physical and digital – in the library and elsewhere. We help libraries centralize control and content management for real-time status awareness and on-the-go updates, no matter what, when or where.

Environmental Sustainability

Bibliotheca designs and builds easily updatable products featuring low power consumption and extreme durability from sustainable materials.

Global Equity

We empower libraries to learn about innovation and best practices from other libraries near and far, to help reduce inequality within communities, regions, and countries around the world.

The Bibliotheca staff assigned to this project are all industry veterans with experience consulting with customers to ensure their goals are met. This team is tasked with exceeding GPL's expectations for this project. All of them are already familiar with your libraries and understand GPL's needs.

Mason Humphrey, VP of Sales West
651-808-4002 | m.humphrey@bibliotheca.com

Mason joined Bibliotheca in 2015 after working at 3M Library Systems since 2014. He has held an inside sales position, outside sales position and was recently promoted to VP of Sales for the West. He has consulted with thousands of libraries across the country regarding technology and trends in the industry. He has helped them achieve such goals as convert to RFID to increase self-check usage and staff efficiency. He graduated from the University of Wisconsin, Stout with a Bachelor of Science in Business and Sales.

Brian Gilbert, Account Executive
678-978-8915 | b.gilbert@bibliotheca.com

Before joining Bibliotheca in 2019 Brian had been in the library industry for more than eight years, most recently with a digital content provider. At Bibliotheca Brian connects public and academic libraries with the full suite of self-service solutions. He has successfully implemented various projects for his customers and focuses on relationship building and problem solving. Brian is based in Phoenix, AZ.

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Craig Chandler, Director of AMH, North America
 Craig entered into the library industry in 2000 following four years with FedEx, where he specialized in package conveyance. Since 2003, his primary focus has been in design, development, engineering, installation and support of library AMH systems. Additionally, he has extensive experience managing projects, installations, and support teams. He has designed and overseen more than 400 successful library AMH projects in North America. Craig has also been designated the primary inventor for a hardware patent in our automated products portfolio (US 7,461,784 B2).

Johnny Gentrup, Manager, North American Field Service
 678-336-7980 ext. 325 | j.gentrup@bibliotheca.com

Before joining Bibliotheca in 2015 Johnny served as the Support Specialist Supervisor at 3M Library Systems since 2001. While there he was responsible for ensuring excellent customer service across all 3M Library product lines. Now, as the North American Field Service Manager, Johnny applies his more than 30 years of customer service and technology experience in ensuring that Bibliotheca's 120+ Field technicians provide the highest levels of customer service.

Charlie Rowe, Manager, North America Helpdesk
 678-336-7980 ext. 326 | c.rowe@bibliotheca.com

Before joining Bibliotheca in 2015, Charlie served as the Product Expert at 3M Library Systems for five years where he was responsible for leading technical services, field services and software support programs. As Manager of the North America Helpdesk, Charlie is responsible for leading a team of professionals trained on all Bibliotheca solutions so that they can best meet the needs of libraries in a timely and comprehensive manner.

- b. How many years has your firm provided similar services.

Bibliotheca has been offering AMH systems to libraries for more than 20 years.

- c. Government agencies or commercial businesses for which your firm has performed similar services in size, scope and complexity of work during the past 5 years with contact person, types of service provided, and dates of service.

For more than 50 years Bibliotheca has worked with libraries. Bibliotheca provides RFID and barcode AMH systems to state, county and municipal libraries across North America and the world. Notable customers using

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Bibliotheca AMH systems include Murrieta Public Library, City of Mesa, Maricopa County Library District, Scottsdale Public Library, City of Phoenix, Yuma County Library District, High Plains Library District, and San Bernardino County Library. This list is not exhaustive, but it exemplifies the libraries that use Bibliotheca AMH solutions to drive ROI with branch-level sortation.

- d. Significant accomplishments in contributing to success of similar services..

In 1970, the former 3M Library Systems introduced EM media security to libraries, and then in 1994 piloted the first RFID project for libraries. In 2015, 3M Library Systems merged with Bibliotheca, a library company established in 2002 in Switzerland. Bibliotheca is the only library technology company offering an ecosystem of solutions that help libraries build community, gain efficiencies and engage their patrons.

It is worth noting that the former 3M Library Systems, now Bibliotheca, developed the SIP2 standard on which most of the world's libraries rely. In addition, we sat on the ISO committees who wrote the ISO28560, -1, and -2 library data model standards.

- e. Provide 1-3 valid references from those who can confirm your experience in providing the services stated within this RFP. The reference may be from governmental agency, municipality, schools or companies which the Offeror has provided similar services within the last five years. Reference information must include all the following: Company Name, Contact Person and Title, Phone #, Email Address, Date of Service, Cost of Service, Description of Service.

We appreciate the opportunity to provide references. The following libraries have similar projects and are great resources. The cost of the service are confidential customer information that cannot be shared in a public bid.

Peoria Public Library System
Jill Thomsen, Library Branch Supervisor
jill.thomsen@peoriaaz.gov, 623-773-7566
First installed in 2021, the flex AMH at Peoria has five bins on a single side and one interior patron return and one staff induction at the Sunrise and Main locations.

Yuma County Library District
Lisa Mendez, Library Director
lisa.mendez@yumalibrary.org, 928-373-6462
In 2021, Yuma installed two flex AMH systems. One with 5 bins on a single side and one interior patron return and one staff induction at the Foothills

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branch. Bibliotheca also installed a 9-bin bulkSeparator system for the Main branch.

Mesa Public Library
Brandon Williams, Library Technology Administrator
brandon.williams@mesaaz.gov, 480-644-2472
Mesa has flex AMH systems at multiple locations ranging in size from 3 bins to 13 bins, with the newest one being a 7-bin installed at the Monterey Park location in 2022.

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2. TECHNICAL APPROACH

Describe and illustrate the products and Integrated Library Systems (ILS) interoperability that comprises your firm's proposed Automated Material Handling solution to include the following:

- a. Description of how the device functions and what relevant features are available (as part of base product or as an add-on)

Please see the Proposed Solution section of the Vendor RFP Package_Bibliotheca proposal document for illustrations of our proposed solutions. (Images cannot be pasted into this workbook.)

For the Foothills branch, we propose a space-saving, single-sided 5-bin flex AMH with one exterior patron return and one staff induction.

For the Main library, we propose a space-saving, single-sided 8-bin flex AMH with one interior patron return and one staff induction.

Patron function: The flex AMH patron induction consists of a touchscreen over a front shelf, which leads into a tunnel protected with a flap for standard patron inductions. (An optional interior patron induction without flap is available.) Behind the flap, there is a conveyor belt that leads into the rest of the flex AMH™ system. There is an RFID antenna under the conveyor belt, which reads the RFID tag, changes the item security status, and clears the item from the patron's account.

After a patron starts a session by checking in an item, the item will be transported by the conveyor for sorting. The item name will be displayed and added to the list of checked-in items. It is then sorted to its allocated bin.

Staff function: The staff induction is a staff-only item entry point, allowing the library staff to quickly sort returned items, new items and items transferred from other libraries. The library staff member places the item onto a conveyor that passes over an RFID antenna on the underside of the conveyor belt that will read the item and add security. The item name will be displayed on the screen and added to the list of checked-in items. The conveyor will then move the item onto the next belt in the sorting system, and the item will be transported to its allocated sorting bin.

Bibliotheca's recommended solution will meet and exceed GPL's goals. Key advantages of our system:

Designed for Libraries. The flex AMH's conveyor system features belts and diverters designed to process numerous material types and sizes – even dog-eared items – without catching or causing damage. We've designed our system with standard, non-proprietary parts, so if something needs to be fixed, it's fast and

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easy. The open space beneath the system makes it easy for staff to maintain and access all parts of the system.

Efficient and Accurate. Our flex AMH™ has a traditional patron induction that was designed specifically for libraries, so it is tailored to your needs. flex AMH™ rapidly sorts library materials with the highest levels of accuracy.

We meet OSHA's standards. The flex AMH™ system operates at less than/equal to 55dB per module, measured in 1m distance without books falling into the bins, and approximately 35-40dB when the system is in stand-by mode, providing a quieter and pleasant work environment for your staff.

Our flex AMH™ has the following certifications: CE, FCC, RCM. flex AMH™ is a very safe system to operate – operator safety is designed into the equipment. For example, our flex AMH™ system has multiple Emergency Stops at every induction point and along the conveyor belts. All motors are located behind metal enclosures. We follow OSHA and ANSI safety standards.

Auto Clean-up Mode. This function allows the flex AMH™ to overcome minor errors without the entire system becoming inoperable. Clean-up mode greatly reduces the number of times a staff member gets involved – when the flex AMH™ finds an error it will create pathways to clean up items by reversing belts and then returning them to standard operation. This can clear any stuck or misplaced items without staff intervention.

Focus on staff wellness. We offer a selection of return bins to choose from. We have a smaller, squarer bin, a large rectangular bin. Both are spring-loaded, which decreases instances of bending and repetitive motion. Your library can improve staff wellness through highly accurate automated sorting and bins that raise materials to a comfortable height for staff members.

b. Device's speed and accuracy

flex AMH™ has a proven accuracy rate of 99.9%, which means that an item is sorted into the correct bin, according to ILS feedback.

c. Expected lifespan of device

We build robust products that are built to last. With a Bibliotheca annual service agreement, you can ensure the longevity of your equipment. Many of our AMH systems have seen everyday use for many years.

Please see our Warranty and Terms and Conditions of Support and Maintenance: www.bibliotheca.com/sales-terms-conditions

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- d. Device's ability to communicate with common Integrated Library Systems, including Polaris ILS.

All Bibliotheca products are compatible with your current ILS. In fact, Bibliotheca has been a strategic library solutions partner with ILL's Polaris ILS for nearly 20 years. This relationship allows us to deliver more value to you in terms of content and functional capabilities, which in turn increases staff productivity and enhances service to your patrons.

- e. Device's average annual power consumption

Designing and building easily updatable products that feature low power consumption and extreme durability from sustainable, recycled materials is a key focus area for Bibliotheca.

Working with global design leaders in environmental sustainability, we are designing and building our future platforms to be sustainable, recyclable and carbon neutral –not just compliant to government-prescribed guidelines.

While power consumption is based on many factors, we estimate that the annual energy consumption for the Foothills branch is 3,731 kWh and 4,803 kWh for the Main branch.

- f. Ability to upgrade device's operating system over its lifespan

Yes. Bibliotheca's complete AMH range is shipped with the latest version of Windows 10 – the Windows 10 IoT Enterprise LTSC 2021. Support for Windows 10 IoT Enterprise LTSC 2021 is available through January 2032. If the OS affects the performance of the AMH system, Bibliotheca will work with GPL to upgrade for a fee.

- g. Conditions causing the device to send items to the "exceptions" or "problems" bin.

During the initial installation of the new flex AMH system, Bibliotheca will work with your staff to configure up to seven sort criteria, based on an unlimited number of sort rules and sort exceptions, that can be turned on or off on the fly by staff.

GPL can determine what conditions will determine if the item should be sent to the exceptions bin, such as items with Holds on them, non-RFID tagged items, multi-part sets that are missing an RFID tagged item, lost items, and many more.

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In most cases the library can determine if you want these items being sent to an exceptions bin to be checked-in or remain in their current checked-out status.

- h. Ability and flexibility to relocate or reconfigure AMH system due to potential upcoming building renovations.

The flex AMH is a fully modular return and sorting system that allows for an unlimited number of bin destinations and multiple patron and staff induction points. We will work with GPL to reconfigure and change the flex AMH™ configuration to meet the needs of the library as it grows and circulation increases.

Bibliotheca's fully modular design allows us to create any type of solution to fit your current space and offers you the flexibility to easily add additional sortation tables and bins to accommodate the renovated space. We will work with GPL to reconfigure the flex AMH to meet the needs of the library as it grows and circulation increases. Adding on in the future will be cost-effective and efficient.

Here is one of many examples of the flexibility of our flex AMH solution:

According to Richmond Hill Public Library, Dianne McLeod, Manager of Technologies – Digital Services: "The flex AMH was delivered Monday morning, and by 4:30 in the afternoon the entire 17-bin system was assembled and installed," said Dianne McLeod, Manager of Technologies, Digital Services. "After it was set up, we realized that we needed to move it away from the wall a few inches to allow for more flexible movement of the bins. It took only an hour for the system to be dismantled, moved and put back together. It was a bit like watching Legos being fitted together." (Full Customer Story here: <https://www.bibliotheca.com/richmond-hill-public-library-flex-amh>)

3. PROJECT PLAN

- a. Detail your firm's anticipated project plan, including design, manufacture, delivery and installation from the date of order contract award through the first day of full normal operation and testing and training.

Please see page the Project Implementation section in the Vendor RFP Package_Bibliotheca document. (Tables and charts cannot be pasted into this workbook.)

- b. The Plan shall also include all subcontractors assisting with any part of this service and if the offeror has worked with them on past projects.

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The project manager assigned to this project is Craig Chandler, Director of AMH for North America. He will direct the delivery and implementation in concert with your local Bibliotheca on-site techs. Eric Takizawa is one of your on-site techs who knows your libraries and has worked on your Bibliotheca equipment for many years.

4. MAINTENANCE AND SUPPORT

- a. Describe library staff training offered and length of time that training can be accessed. Include whether training is virtual or on-site.

Initial training is included with the installation of the AMH system. Training takes place immediately after implementation, is on-site, and is customized to fit the unique needs of your project. All training takes place on your equipment, which will be configured to the library's specific needs.

Typical content delivered during the training program:

- Staff induction workflow
- Induction sensors and best practices
- Exit sensors and ability to track materials in the system
- Emergency stops
- Reset button process
- Error acknowledgement process
- Power control practices
- Bin sensors
- Cleaning procedures
- Software interface
- Backdating process
- Printer receipt

We will ensure your staff are proficient with the new system before launch and in the months and years to come.

- b. Glendale Public Library prefers that offeror's support be available during most library open hours with a response time of eight (8) hours or less for critical hardware and software issues. Describe how support requests should be reported and your firm's response time.

Bibliotheca's comprehensive service plan includes:

24/7 help desk support. Connects you to a support technician when you need it most. We've extended hours and improved response time. Coming soon: 24/7 live chat support.

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Customer Center support portal. www.bibliotheca.com/helpdesk is your dashboard for support.

- Improved case management
- Easily open, edit and close support cases
- View current system status and historical cases
- Share information between your library and Bibliotheca

Responsive on-site help. So you can get back to more important things.

- If an issue requires on-site assistance, our technicians are dispatched to service your equipment
- Parts are included, and technicians arrive in vehicles stocked with parts
- Time to first response: 4 business hours
- Time for on-site response: 8 business hours contingent on geography-specific call-out schedule
- On-site support hours are Monday – Friday, less holidays, 6 am to 5 pm

GPL staff can initiate a support request by phone, Customer Center portal, email or within libraryconnect.com.

- c. Describe ongoing maintenance and support offered by your firm, including availability, response times and contact information of telephone or web-based support.

Bibliotheca’s comprehensive service plan includes unlimited on-site visits when you need it most – we don’t limit you to only preventative maintenance visits. Bibliotheca has the most comprehensive support team serving libraries. Our unsurpassed talent and scale mean that we can accomplish more together.

- Largest network of on-site support technicians – 120+ strong
- Broad geographic coverage ensures you have a local expert on-site when needed
- Deep bench of remote support technicians and product experts – 40+ strong
- Many in-house product experts and on-site technicians have been working with Bibliotheca solutions for 10+ years

Skilled. Our techs know libraries, and they know your equipment. Bibliotheca on-site and remote support technicians are required to complete weeks of training for each product before being certified to work on it. In addition, techs are required to take customer satisfaction service excellence and safety training prior to completing onsite services. We do not send general computer repair people (aka “smarthands”) to service our products.

Local. We have local on-site technicians who come prepared. Bibliotheca’s technicians for Glendale Public Library are located nearby. We do not fly out a person from the home office, and we do not charge for travel, hotels and meals.

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Transparent. Proactive support starts with the Customer Center support portal where we keep you in the loop on all requests.

To reach Bibliotheca support:

800-328-0067
support-us@bibliotheca.com

In addition, 24/7 self-guided learning is available at www.libraryconnect.com.

- Tips and training materials
- How-to videos
- Manuals and user guides

Please also see answer to b. on the previous page.

- d. Describe the warranty period, extended warranty and proposed solutions for preventive maintenance plans.

Bibliotheca provides a one year limited warranty. Please see detailed information about our warranty and terms and conditions of support and maintenance here: <https://www.bibliotheca.com/sales-terms-conditions/>

Bibliotheca warrants that the equipment provided in conjunction with any Bibliotheca developed and supplied system to be free from factory defects for a period of one year from date of receipt of equipment.

This limited warranty does not extend to any Bibliotheca product which, in the sole judgment of Bibliotheca has been subjected to abuse, misuse, neglect, improper installation, or accident, or any damage due to use or misuse produced from integration of the products into any mechanical, electrical, or computer systems. Further, any abuse, misuse, neglect, improper installation, accident, enhancement, modification, alteration or change made without Bibliotheca's written consent will invalidate Bibliotheca's Limited Product Warranty. In the event that it is determined the equipment failure is covered under this warranty, Bibliotheca shall, at its sole option, repair or replace the piece of equipment with functionally equivalent or better equipment and return such repaired or replaced equipment without charge for service or return freight.

This limited warranty, except as to title is in lieu of all other warranties or guarantees, either express or implied, and specifically excludes, without limitation, warranties of merchantability and fitness for a particular purpose under the uniform commercial code or arising out of custom or conduct. The rights and remedies provided herein are exclusive and in lieu of any other rights or remedies. In no event shall Bibliotheca be liable for any indirect or consequential damages, incidental damages, damages to person or property, or other damages or

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expenses due directly or indirectly to the purchased equipment, except as stated in this warranty. In no event shall any liability of Bibliotheca exceed the actual amount paid to Bibliotheca for a specific piece of equipment involved in the incident.

Unless specifically contracted otherwise, warranty service is provided under the terms and conditions of Bibliotheca's standard yearly support and maintenance agreement with the exception of any reference to software updates.

GPL can call Bibliotheca any time to discuss issues with equipment or software -- we don't limit the number of on-site visits so you can always get the maintenance you need when you need it most. Other vendors offer preventative-only maintenance plans, but what happens when your system goes down and you need help fast? These vendors will charge fees for time, materials, travel, hotel and meals in addition to the cost of your scheduled preventative maintenance!

- e. How is access to parts managed in light of supply chain issues.

Parts are included as part of our comprehensive service plan. Our technicians carry the most commonly used parts in their service vehicles, which ensures prompt repairs. In addition, Bibliotheca's warehouse is conveniently located in Columbus, Ohio, which allows us to offer one-day shipping to anywhere in the continental USA.

5. VENDOR EXCEPTIONS:

Per Exhibit 2.2, Offeror shall note any exceptions to the solicitation documents in this section using the example below:

Document Name: Exhibit 3 – Insurance Requirements
Section: 1.a.i. Commercial General Liability – General Aggregate \$5,000,000
Exception: Vendor's General Aggregate is only \$3,000,000

Bibliotheca's recommended solutions meet the requirements of this RFP except where noted here. We would like to discuss any of these comments and look forward to GPL's feedback.

Document name: RFP, 4. Work Tasks

Section: 1. Statement of Work: "...install an Automated Materials Book Sorter Handling System to include "tote lifters."

Exception: Bibliotheca does not recommend tote lifters for the type and size of systems required at the Main and Foothills branches.

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Document name: RFP, General and Technical Requirements and Specifications.
Section: A. "Automated printing and application of hold and transit slips."
Exception: Bibliotheca does not recommend automated holds slip application. It does not save time because the adhesive makes the applicator sticky and requires staff intervention and repetitive cleaning of the applicator.

Document name: RFP, General and Technical Requirements and Specifications.
Section: A. "Availability of ILS-based or other software-based tool to sort or distribute materials based on branch need and capacity to support GPL's floating collection."
Exception: quickConnect™ AMH software is delivered pre-installed and pre-configured with all AMH systems, allowing staff to remotely monitor the system with flex Visualizer™, providing quick information and an instant virtual view of the configured AMH system. While we do not have a software tool dedicated to the distribution of floating collections, we would like to discuss this requirement with you.

Document name: RFP, General and Technical Requirements and Specifications.
Section: A. "Automated and manual unloading of bins, totes or cartons."
Exception: Our recommended bins are spring-loaded, adjustable and provide a soft landing for items. The spring tension can be adjusted for each bin. As items are removed from the bin, the floor of the bin rises, bringing items to the top for easy access. We do not recommend automated unloading bins as these slow down the sorting process. In addition, with more mechanical parts come more breakdowns.

Document name: RFP, General and Technical Requirements and Specifications.
Section: A. "Operating system and other applications included in the Contractor's solution shall be kept up to date at no cost to GPL."
Exception: Bibliotheca's complete AMH range is shipped with the latest version of Windows 10 – the Windows 10 IoT Enterprise LTSC 2021. Support for Windows 10 IoT Enterprise LTSC 2021 is available through January 2032. If the OS affects the performance of the AMH system, Bibliotheca will work with GPL to upgrade for a fee.

Document name: RFP, General and Technical Requirements and Specifications.
Section: A. "On-site spare parts kit to be included."
Exception: We do not provide a spare parts kit because the expectation is that a library staff member picks up a wrench and fixes their own sorter! Other vendors may suggest that its easy for library staff to become AMH maintenance experts, but that will not save you time, and you won't see the typical ROI that typically comes with an investment in automated sortation.

With Bibliotheca, GPL staff will simply call to discuss concerns and a technician will be dispatched as necessary.

Parts are included as part of our comprehensive service plan. Our technicians carry the most commonly used parts in their service vehicles, which ensures prompt

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repairs. In addition, Bibliotheca’s warehouse is conveniently located in Columbus, Ohio, which allows us to offer one-day shipping to anywhere in the continental USA.

Document name: RFP, 6. Other Considerations

Section: 6. "The entire software including its GUI (graphic user interface) is 100% webbrowser-based."

Exception: Bibliotheca does not recommend browser-based software. It can slow down when the network is bogged down and the solution won't work if the equipment loses connection to the internet. In addition, processing transactions via the web can open the library up to data security issues. Bibliotheca's solutions will maximize system uptime for the City of Glendale. Currently, we are migrating other Arizona libraries from web-based solutions to an all-in-one vendor-hosted and managed solution.

Document name: RFP, 6. Other Considerations

Section:7. "The software can run within a web-browser and run on ALL operating systems (Mac, Windows, Linux, Android, etc.), including Windows 10 or newer."

Exception: Bibliotheca's recommended solution comes with Windows 10 IoT Enterprise LTSC 2021.

6. ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:

Attach addendum response(s) and acknowledgement(s) here.

We have uploaded the signed addenda in the Vendor Self Service portal per RFP requirements.

7. CONFLICT OF INTEREST STATEMENT:

If Offeror indicated they have a conflict of interest on the Offer Sheet, Offeror must provide details here. Please refer to the CONFLICT OF INTEREST section within Exhibit 1 for required information to be included here.

None

EXHIBIT B
Professional Services Agreement

COMPENSATION

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for Services as defined herein during the entire term of the Project must not exceed \$251,034.

DETAILED PROJECT COMPENSATION

Attached RFP 24-15 Best and Final Offer Pricing Workbook.

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SOLICITATION NUMBER: RFP 24-15 / 42400012

DESCRIPTION: Automated Library Materials Handlers

DUE DATE AND TIME: December 20, 2023, at 4:00 PM (Local Time)

Best and Final Offers must be submitted via EMAIL.

Please submit your response to: Charlene Carpenter ccarpenter@glendaleaz.com.

Failure to provide this information within the stated time may result in your initial proposal being considered as your Best and Final Offer.

BEST AND FINAL OFFEROR INFORMATION:

 Authorized Signature	Bibliotheca, LLC Company's Legal Name
Matthew Bellamy Printed Name	3169 Holcomb Bridge Road, Suite 206 Address
President of Americas Title	Norcross, GA 30071 City, State & Zip Code
800-3218-0067 x301 Telephone Number	
December 20, 2023 Date	bids-na@bibliotheca.com E-mail Address

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BEST AND FINAL OFFER

The City has completed the evaluation process. In order to ensure that the costs align with fiscal and operational responsibilities, we request that you provide us with your best and final pricing proposal for the project. We aim to achieve an optimal balance between cost-effectiveness and quality to maximize the value for the taxpayers.

At this time, the City would like to extend an opportunity for your firm to present a Best and Final Offer (BAFO) by responding to a Revised Pricing BAFO Worksheet. The BAFO will contain the Offeror's most favorable terms for price and services to be delivered as described in the Revised Pricing BAFO Worksheet. The BAFO will be evaluated as an adjustment to the scores already received by Offerors on their original proposal response.

Offeror shall return responses by **Wednesday, December 20th, by 4:00 PM Arizona Time**. Responses shall be submitted to Charlene Carpenter at ccarpenter@glendaleaz.com. Please list in the email's subject line, **"RFP 24-15 BAFO."**

If an Offeror does not submit a Best and Final Offer, the previous offer will be considered its Best and Final Offer. This request will amend the Offeror's initial proposal pricing and will become the Final Offer.

All questions and inquiries about this request shall be directed to me via the above email address.



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Solicitation Number: RFP 24-15 / 42400012
AUTOMATED LIBRARY MATERIALS HANDLERS
BEST AND FINAL OFFER

City of Glendale
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

Offerors shall submit their pricing using the Pricing Workbook below.

Offeror's pricing shall include, but is not limited to, labor, salaries, employee benefits, vehicles, equipment, tools, materials, supplies, travel expenses, shipping, licenses, fees, insurance, profit, and any other associated direct or indirect costs (except sales taxes) necessary to provide the services.

Sales tax shall not be included in the UNIT PRICE for evaluation purposes. However, after contract award, the Contractor shall charge sales tax as a separate item in their invoices.

PRICING WORKBOOK

Item No.	Description	Main Library	Foothills Branch Library	Total Price
1.a.	Automated materials handler ("sorter") for a layout for Main Library with preference for a single-sided sorter with at least 5 to 6 bins. The conveyor belt/bins should come into the workroom and run parallel to the wall. Patron induction site to include touch screen, receipt printer, and shelf at a physically accessible level.	\$88,884		\$88,884
Details/Explanations/Clarifications (optional) <u>Bibliotheca proposes a 5-bin flex AMH system, singled-sided, with one patron induction and one staff induction. We propose the new 570 interior patron touchscreen induction for this system.</u>				
1.b.	Automated materials handler ("sorter") for Foothills Library with preference for a single-sided sorter with at least 5 to 6 bins. Patron induction site to be durable for outdoor-facing use and issue. Patron induction site to include touch screen, receipt printer, and shelf at a physically accessible level. Design should not let in car exhaust into staff area. Staff should have easy access to circulation workroom. Conveyor belt should not extend too far down the wall to infringe on drive-up window. Outside patron induction station for drive-up windows.		\$92,475	\$92,475
Details/Explanations/Clarifications (optional) <u>Bibliotheca proposes a 5-bin flex AMH system, singled-sided, with one external 520 standard patron touchscreen induction and one staff induction. Unlike other vendors, our external patron induction flap closes after each item is inducted, and this greatly reduces the amount of exhaust that enters the building via the induction.</u>				

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Item No.	Description	Main Library	Foothills Branch Library	Total Price
2.	Staff induction check-in station for each sorter	\$NA	\$NA	\$NA
Details/Explanations/Clarifications (optional) <u>The flex AMH staff induction is part of the whole system price and cannot be priced as a standalone item. Please see pricing for Item No. 1.a. and 1.b.</u>				
3.	Spring-loaded destination (sorter) bins	\$4,282	\$4,043	\$8,325
Details/Explanations/Clarifications (optional) <u>We propose standard bins for the Foothills branch and large bins for the Main branch. Bins have an adjustable spring-loaded base with a sponge-like reflex, gently protecting items from being damaged as items drop a minimal distance. As items are removed, the bottom of the bin rises, reducing the need to bend/reach for items.</u>				
4.	Barcode Scanner	\$Included	\$Included	\$Included
Details/Explanations/Clarifications (optional) <u>Included in system price.</u>				
5.	Installation of entire system (bulk price)	\$Included		\$Included
Details/Explanations/Clarifications (optional) <u>We provide installation as part of the total system price. We do not break out project management hours because our team will implement your systems according to stated specifications, and we are not done until the Library is satisfied.</u>				
6.	Training package	\$Included		\$Included
Details/Explanations/Clarifications (optional) <u>Training is included as part of the total system price. flex AMH requires hands-on training, and we believe it is necessary for successful operation and creating confidence in your library staff.</u>				
7.	Support package for years 1 through 4	\$Main: \$9,775/Year Foothills: \$10,675/Year		\$29,325 \$32,025
Details/Explanations/Clarifications (optional) <u>Bibliotheca on-site and remote support technicians are required to complete weeks of training for each product before being certified to work on it. Techs for Glendale are located in the Phoenix area. Package includes one preventative maintenance visit per year, parts and shipping, 24/7 software support and on-site support.</u>				

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Item No.	Description	Combined Main and Foothills Library	Total Price
9.	Preventative and scheduled maintenance package for years 1 through 4. Cost and frequency of these services.	Frequency of Maint. <u>NA</u> <u>\$NA</u>	<u>\$NA</u>
Details/Explanations/Clarifications (optional) <u>Bibliotheca proposes its comprehensive support and maintenance plan, which includes hardware and software support.</u>			
10.	Statistics reporting on AMH use. Reports to be accessible to library staff via web or other tool	Frequency of Reports <u>Config.</u> <u>\$0</u>	<u>\$0</u>
Details/Explanations/Clarifications (optional) <u>We would like to extend a free upgrade to libraryConnect devices if GPL chooses Bibliotheca. GPL will continue its subscription for the same price. Aggregated reports can be configured and scheduled as needed.</u>			
TOTAL AMH PROJECT FOR MAIN AND FOOTHILLS BRANCH		<u>\$251,034 (Includes Years 1-4 support)</u>	

The final selection will be based on which proposal is determined to be in the best interest of the City of Glendale.

OFFEROR NAME: Bibliotheca, LLC