



**Vision:**

A literate, informed and enriched Estes Valley

**Mission:**

To bring people, ideas and opportunities together for the enrichment of our community by providing access to quality information, resources and services.

**Values:**

- Service
- Respect
- Intellectual Freedom
- Accountability
- Integrity

## **Request for Proposal RFID and Self Service Products**

Released: August 25, 2011  
Due: September 30, 2011, 4:00 pm MST

# **RFID and Self Service Products Estes Valley Public Library District**

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## SECTION ONE - OUR OBJECTIVE

The Estes Valley Public Library District (EVPLD) is committed to using technology to mitigate repetitive and labor-filled tasks in favor of value-added services our customers adore.

EVPLD is soliciting written proposals from qualified firms from which we can purchase multiple products and services. Though we may purchase all of these products from a single vendor, it is a high value for us to be able to mix and match these products from multiple vendors to achieve high satisfaction in each.

- RFID tags and labels
- RFID tagging Services
- Equipment to tag the collection (lease or purchase)
- Staff workstation RFID readers and software
- Self checkout stations
- Material inventory system
- Small-Scale Automated Materials Handling
- Security Gates

To be considered responsive, all proposers must submit complete documents as required in this request for proposals (RFP).

Proposals will be considered for all or part of these products and services.

<b>MAILING ADDRESS:</b> Estes Valley Public Library District P.O. Box 1687 Estes Park, CO 80517	<b>PHYSICAL ADDRESS:</b> Estes Valley Public Library District 335 East Elkhorn Ave. Estes Park, CO 80517
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## SECTION TWO - PROJECT ENVIRONMENT AND SCOPE

### ENVIRONMENT:

Since the 1870's Estes Park has been a tourist destination. Today this beautiful mountain community claims over 6,000 year-round residents, many of these retirees. 2010 Census average age: 53. Though this population is made up of avid readers and lifelong learners, much of the Library's success is owed to the large influx of visitors in the summer months. Between May and October our valley population swells to 60,000 daily visitors who come to see our small town and neighboring Rocky Mountain National Park. These patrons need especially intuitive systems when they interact with library technologies. Ease of use for perpetual first-time users is a significant project value for self-service products.

The Library is an independent taxing district and has occupied its 18,000 square foot location since 1991. Our Strategic Plan has led to numerous facility upgrades, which enhance our beautiful "Modern Parkitecture" style building. In addition, basic automation tools were added to free staff time to respond to ever-evolving service demands. With only .75 FTE available for tech support, equipment that requires minimal maintenance is a significant project value.

Library service desk computers utilize the MS Windows 7 operating system. Circulation via TLC *LS4.2 ILS* has increased approximately 5% each year, exceeding 230,000 in 2010. Increases in public computing have taken our network to well over 30,000 hours per year. As of 2011, an equal number of these hours were spent on personal devices brought to the library by patrons. This trend has redirected staff hours to support patrons as they learn to download eBooks and access the wireless network via their personal devices. We achieve this level of service with a skeletal crew, and expect to redirect any future available staff hours to emergent value-added services. Hence, a turnkey RFID automation solution is a significant project value.

While several library staff members have been with our organization for better than 15 years, an adaptive and progressive culture has been embraced. We hire people with a natural inclination towards hospitality, skills diversity, and comfort with new technologies. In the last 4 years the Library has tripled adult programs and doubled outreach efforts and attendance. Developing this staff for the future is a constant. As a result, effective staff training is also a project value.

### SCOPE:

We seek a streamlined workflow in our compact space – a quite less-than-perfect materials handling floor plan. Without limiting possible solutions, we envision an automated check in/AMH will reside 30' inside the building in order to have patrons deliver materials directly to the back workroom. There will be no external access to automated check in. However, 2 exterior drops will be retained. 1 staff member will manage the service floor at a single desk, whose duties will include oversight of 2-3 self-check machines, 2-4 catalog/library card registration stations and all aspects of patron account management. A 2<sup>nd</sup> staff member will be in the back workroom as phone operator, supervisor of the AMH / check in process, and exceptions bin. This back workroom staffer will manage external drops and ideally, deposit those materials into the AMH for efficient automated check in and sorting.

The Library is looking for low-maintenance, turnkey automation solutions that are successful for reluctant self-service users and that free our limited staff from clerical activities. Completion of this project will allow staff to focus attention on community programs and services. The level of friendly service provided by the staff gives the library a small town feel, which we plan to preserve in a 21<sup>st</sup> century environment.

## SECTION THREE – NOTICE OF REQUEST FOR PROPOSALS

### Receipt and Opening of Proposals

**Date of Issuance** August 25, 2011

**Deadline for Questions** September 16, 2010 at 4:00 pm MST

**Deadline for Proposal Submittal** September 30, 2011 at 4:00 pm MST

### Address Sealed Proposals exactly as stated to:

Estes Valley Public Library District

P.O. Box 1687

Estes Park, CO 80517

*Attn:* Claudine Perrault

### Method of Submittal: Mail, Overnight Delivery or In Person

Proposals sent via facsimile or by e-mail will not be accepted.

Please submit one (1) original, 1 digital copy in Adobe PDF Format, and three (3) copies of your proposal.

### Contact Person: Claudine Perrault, Director

Estes Valley Public Library District

P.O. Box 1687

Estes Park, CO 80517

[cperrault@estesvalleylibrary.org](mailto:cperrault@estesvalleylibrary.org)

**Phone/ Fax Numbers:** Phone: 970-586-8116 x811; Fax: 970-586-0189

3.1 The Library reserves the right to accept or reject any or all proposals and to waive any informality in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Company.

3.2 The Library is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the Library, or any other means of delivery employed by the Proposer. Similarly, the Library is not responsible for, and will not open, any proposal responses that are received later than the date and time stated above. Late proposals will be retained in the RFP file, unopened. No responsibility will be attached to any person for premature opening of a proposal not properly identified.

3.3 Proposals will be opened on Friday, September 30, 2011 at 4:00 pm (our clock) MST in the Wasson Room, Estes Valley Library, 335 East Elkhorn Avenue, Estes Park, Colorado. *Only the names of companies who submitted proposals will be revealed.* The main purpose of this opening is to reveal the name(s) of the Proposer(s), not to serve as a forum for determining the awarded proposal(s).

3.4 Proposals will be evaluated promptly after opening. After an award is made, a proposal summary will be sent to all companies who request such a summary. Proposal results will not be given over the telephone. Proposals may be withdrawn any time prior to the scheduled closing time for receipt of proposals.

## SECTION FOUR - INSTRUCTIONS TO PROPOSERS

- 4.0 Wherever requested throughout this document, a company representative who is authorized to bind the Company will sign on behalf of the company to indicate to the Library that you have read, understand and will comply with the Instructions and all Terms and Conditions attached hereto. The Estes Valley Public Library District reserves the right to reject any or all proposals, and to accept in whole or in part, the proposal, which, in the judgment of the proposal evaluators, is the most responsive and responsible proposal.
- 4.1 This Request for Proposal does not commit the Library to make an award, nor will the Library pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.
- 4.2 Proposers are encouraged to keep proposals concise and to the point.
- 4.3 Proposals shall include a table of contents and corresponding page numbers. Pages should be consecutively numbered and each page should have a footer indicating the name of the Proposer.
- 4.4 Addenda - Any matter of this proposal package that requires explanation or interpretation must be inquired into by the Company in writing by September 16, 2011 at 4:00 pm MST. E-MAIL or FAX all questions to Claudine Perrault: [cperrault@estesvalleylibrary.org](mailto:cperrault@estesvalleylibrary.org) and (970-586-0189). Any and all questions will be responded to in the form of written addenda to all Companies. All addenda that you receive shall become a part of the Contract Documents. All Addenda will be posted on the Library's website, [www.estesvalleylibrary.org/Documents/Administration/EVPLD\\_RFIDRFPAddendum.pdf](http://www.estesvalleylibrary.org/Documents/Administration/EVPLD_RFIDRFPAddendum.pdf) It is the Proposer's responsibility to check for addenda.
- 4.5 Important Exceptions to Contract Documents - The Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected.
- 4.6 Incomplete Information - Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as indicated, may result in disqualification by reason of "non responsiveness".

## **SECTION FIVE - SPECIAL TERMS AND CONDITIONS**

- 5.0.1 A Letter of Agreement, prepared by the Library and signed by the Library Director, shall become the document that authorizes the contract to begin. Each section of the proposal from the successful proposer shall also be incorporated by reference into the resulting agreement. Similar products and/or services may be added and pricing negotiated during the term of the contract.
- 5.0.2 No price escalation will be allowed during the initial term of the contract. If it is mutually decided to renew beyond the initial period and the Contractor requests a price increase, the Contractor shall provide sufficient written certification and documentation to substantiate the request. Documentation shall include, but not be limited to; actual materials invoices, copies of commercial price lists, provision of appropriate indices, etc which reflect said increases. The Library reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the contract.

### **5.1 Agreement Forms**

- 5.1.1 If a Proposer intends to request that the EVPLD enter into any agreement form in connection with the award of this contract, the form must be submitted with the proposal for review by the Library's legal counsel during the evaluation of proposals. If such agreement requires that payments be remitted to other than the Proposer, the Proposer shall indicate the name and address of the firm to whom Proposer would request payments to be made, and the firm's relationship to the Proposer.
- 5.1.2 Proposers are advised that in the event any such agreement contradicts the EVPLD requirements, the proposal may be rejected due to the contradiction unless Proposer indicated deletion of such clauses.
- 5.1.3 If no agreement form is included with the proposal, no such form will be approved by the Library during the evaluation or award processes, or following award of contract.

### **5.2 Term of Payment**

- 5.2.1 Services authorized under this contract shall be submitted on a monthly basis and will be paid following the schedule listed in Section 6 paragraph 15 (6.15); page 10.
- 5.2.2 For accounting purposes, detailed schedules and supporting documentation apportioning the cost of time and/or materials under this contract shall be included with Contractor's invoice. The schedules shall be presented in such detail, and backed up with supporting information in the format the Library requests. Violation of this provision by Contractor shall constitute a material breach of this contract. Any schedule submitted may be utilized for payment requests only after it has been acknowledged, in writing, as acceptable by the Library's Finance Officer.
- 5.2.3 All invoices and supporting documentation shall be submitted at the intervals as agreed upon either:
- 5.2.3.1 In a pdf format via e-mail to: [cperrault@estesvalleylibrary.org](mailto:cperrault@estesvalleylibrary.org), or
- 5.2.3.2 Via US mail to:

Estes Valley Public Library District  
P.O. Box 1687  
Estes Park, Colorado 80517  
*Attn:* Claudine Perrault, Director

5.2.4 If Contractor, or any of its subcontractors, exceeds the actual costs for any reason before the Library is notified in writing; the Library has the right, at its discretion, to deny reimbursement for that work.

5.2.5 The Library may withhold payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

## **SECTION SIX – SUBMISSION INSTRUCTIONS AND REQUIREMENTS**

Your proposals should contain these elements:

Answers to our questions provided in the RFP.

1. For each product, service, or solution you wish the library to consider, please provide a detailed description of each. Please include graphic depictions of products, screen shots of software, and anything else you believe will help the library understand the value and uniqueness of your product. If you have multiple solutions or product lines, describe the differences, feature sets, or other attributes that differentiate each.
2. A list of clients using your products, services, or solutions. The listing should contain complete contact information (a name, address, telephone number, and email address). It must also include information on which ILS the client uses and how long they have used your solution. Please include all of your clients that use TLC unless that number exceeds ten. Please limit your client listing to no more than 10 representatives. If you have fewer than 10 clients that use TLC, please provide, at least, 10 clients using other ILS platforms. Please provide clients that most closely match the Estes Valley Public Library District – size, ILS, goals.
3. A comprehensive budget for your solution including all software, hardware, interfaces, and services necessary to use your solutions in the manner you describe. Please also provide ongoing maintenance costs associated with anything you describe. Please detail costs for hardware, software, service, furniture, installation, shipping, training, and maintenance).
4. A completed Schedule of Costs as found on Page 27 of this document. If your proposal does not fit this format, an easy to understand narrative may be substituted.
5. A description of infrastructure or any IT needs that you assume we have or will need to purchase in order to make your solution viable. This includes any hardware, software, operating system, network requirements, licenses, and other IT infrastructure your solution presumes our organization will provide.
6. Please reference your responses to each Module. (Pages 14-24). Some items request information or descriptions. You may provide that information through any combination of narrative, data sets, or pre-printed materials. Please be certain that you reference any pre-printed product materials in such a way that we can find the information you cite. Some items request your ability to meet specifications or deliverables. For those items, please use the following coding scheme:
  - A** - Our solution meets the demanded specifications or deliverables
  - B** - Our solution can be made to meet the demanded specifications or deliverables, but can do so only by a future date – list the date.
  - C**- Our solution can be made to meet the demanded specifications or deliverables, but doing so will require an additional charge. Note that this response requires you to detail the charge.

D- Our solution cannot meet the demanded specifications or deliverables.

- All answers and information included in your response may become an addendum to any contract with the Library.
- The Library is not interested in solutions that work in any context other than our own. Generic responses (“this works with any SIPx product”) or others that leave us to divine if your product has this functionality with TLC will be qualified as a “D” or **lower** stipulating that the solution cannot meet the requirement. We seek responses that are true for our ILS. Please detail your responses in keeping with the library’s current environment, ILS, and IT infrastructure.

7. Please note that the EVPLD will only do business with vendors who can assure our library that they stand behind the products they sell. The Library requires assurance that solutions we purchase will satisfy our needs. The Library will not purchase anything without some kind of product satisfaction or specification guarantee that provides the library with an ability to recover from product failure. This is only fitting since we must maintain trust with our customers as a tax-supported institution.
8. Please provide the stipulated number of copies of your response.
9. The EVPLD may select finalists from the submitted proposers. These finalists may be required to install their proposed solution in a live demonstration using the EVPLD.
10. Contract Negotiation - The preferred vendor or vendors will be contacted by the Estes Valley Public Library District and will enter into contract negotiations. This discussion will finalize any contract terms, such as migration of existing data, implementation process, and acceptance criteria.
11. The EVPLD is interested in interoperable solutions. Products that are capable of interacting and interfacing with other systems and solutions will be judged superior to those which cannot.
12. Contact information of your firm's representative. Please provide us with someone who has detailed knowledge of your proposal and solutions **and can make commitments during negotiations**. – Name, Address, email address, and phone number.
13. Proposals must remain valid for 180 days after the closing of the RFP Period.
14. Completion of Equipment Installation payment will be made after EVPLD determines that in their opinion all of the following conditions have been met:
  - (i) All hardware components have power applied and are operating correctly.
  - (ii) All operating systems software is running and operating correctly.
  - (iii) All network and protocols communications are operating correctly.
  - (iv) All data has been programmed and all features are operating correctly.
  - (v) All documentation has been provided to the EVPLD.
  - (vi) All training has been completed.
15. Payment schedule

- |       |   |                |
|-------|---|----------------|
| (i)   | Completion of Contract Signing          | - 20% payment. |
| (ii)  | Completion of Equipment Installation    | - 50% payment. |
| (iii) | Completion of Acceptance Testing Period | - 30% payment. |

#### ACCEPTANCE TESTING PERIOD

The acceptance testing period will cover no less than sixty (60) trouble free days after the vendor certifies that installation is complete. Should hardware or software failures occur during the initial period, the contractor must take any necessary actions to correct the failure, and then the sixty (60) day trouble free period must be restarted. More than three failures of the same type may be deemed a total failure, and may terminate the acceptance test and may result in cancellation of the Agreement. All earlier payments made by EVPLD shall be promptly returned if the agreement is cancelled.

If a support and/or maintenance contract is maintained, the vendor shall implement all software and hardware upgrades to the EVPLD at no additional cost. If these upgrades require additional hardware upgrade then the vendor will agree to upgrade the hardware at no additional cost to the EVPLD.

This solicitation does not commit EVPLD to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The Library reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers, or to cancel in part or in its entirety this proposal, if it is in the best interests of the Library to do so.

#### WARRANTY

Vendor provides a 12-month 100% money-back purchase satisfaction guarantee on all RFID system equipment, software and components.

## SECTION SEVEN – VENDOR SELECTION

It is the intent of Estes Valley Public Library District to select only responsible and responsive firms. EVPLD may select one vendor for all products and solutions or select two or more products and solutions at our sole discretion. This RFP does not constitute a commitment to procure any of the products and services proposed.

- 1) **Right of Acceptance and Rejection:** Estes Valley Public Library District reserves the right to accept or reject any or all proposals and to waive any formalities, informalities, and deviations, which, in its opinion, best serve the interests of EVPLD. EVPLD is not bound to accept the lowest priced proposal.
- 2) **Negotiations may or may not be conducted with vendors.** It is expected that your proposal will include your most favorable terms and conditions.
- 3) **Negotiation:** Subsequent to the proposal due date, Estes Valley Public Library District reserves the right to negotiate terms and conditions with vendors. EVPLD reserves the right to negotiate modifications to a proposal with a single vendor without obligation to negotiate similar modifications with other vendors. EVPLD reserves the right to award its total requirements to one vendor or a portion of its requirements among as many vendors as EVPLD may deem to be in its best interest.
- 4) **Basis of Award:** An evaluation team will judge the merit of proposals received in accordance with the general criteria defined within this Estes Valley Public Library District. The recommendations of this committee will be forwarded to the Board of Trustees for approval and execution. The following criteria will be taken into consideration when making evaluations of proposals. This list is not intended to be exhaustive:
  - a) **Completeness of Proposal** - Were all items in the RFP addressed with all information requirements supplied?
  - b) **References** - Quality of provided references, similarity to EVPLD and the information they provide about the vendor, vendor relationship and quality of service and products received. Also their satisfaction with the system they have, its reliability and patron satisfaction and overall capabilities.
  - c) **Background and Experience** - The vendor and any other sub-vendors' business experience in this field.
  - d) **Pricing** - EVPLD is looking for the best-value proposal that meets the needs of the library to include all cost aspects of service.
  - e) **Scoring and vendor selection** - All proposals will be given thorough review. Selection will be based on weighted results from the RFP, onsite demonstrations showing the ability to perform tasks, or meet performance and technical requirements. These include but are not limited to:
    - i) Ability to perform tasks (checkout and desensitize materials)
    - ii) Operating expenses, including expected maintenance costs
    - iii) Compatibility with TLC
    - iv) Ease of use and learning for patrons and staff
    - v) Interoperability with other vendors
    - vi) Error messaging
    - vii) Onscreen and verbal (if capable) prompts and foreign user capabilities
    - viii) Quality of references
    - ix) Ability to provide reports as needed

- x) Ability to provide situational overrides (i.e. item on hold for another patron, or item not discharged)
  - xi) Other options that might be considered positively: touch screen, reporting capabilities, interactive interface for staff to "see" and "fix" errors from remote location.
  - xii) Quality of Service (installation, training, warranty, maintenance contract, guaranteed response times, trained repair personnel) as compared to competitors and references either provided or discovered.
- f) Any other items deemed in the best interests of EVPLD.

Failure to follow directions or provide all requested information may cause your proposal to be rejected.

## SECTION EIGHT – HARDWARE / SOFTWARE SPECS

- MODULE ONE - **Tags**
- MODULE TWO - **Tag conversion**
- MODULE THREE - **Staff stations and readers**
- MODULE FOUR - **Security systems**
- MODULE FIVE - **Self Check units**
- MODULE SIX - **Inventory wand**
- MODULE SEVEN - **Check In stations with AMH**

**MODULE ONE** For the following items, please use the following coding scheme:

- A** - Our solution meets the demanded specifications or deliverables
- B** - Our solution can be made to meet the demanded specifications or deliverables, but can do so only by a future date – list the date.
- C** - Our solution can be made to meet the demanded specifications or deliverables, but doing so will require an additional charge. Note that this response requires you to detail the charge.
- D** - Our solution cannot meet the demanded specifications or deliverables.

EVPLD will presuppose silence on a point indicates that you are (D) not capable of matching the specifications.

<b>MODULE ONE - TAGS</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>A. Overall Requirements</b>				
1. List Vendors with which your tags are compatible				
a.				
b.				
2. Tags have an effective read range of at least 7"				
3. Tags are warehoused in the U.S. with a turnaround time for tag orders of less than two weeks				
4. Tags have a failure rate of 1% or less – How is this guaranteed?				
5. Tags must use an anti-collision algorithm that does not limit the number of tags which can be simultaneously identified and read				
6. Tags are rewritable				
7. Tags have an algorithm or scheme so that they can only be modified by authorized devices				

<b>MODULE ONE - TAGS</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
8. Tags guaranteed for lifetime of tagged item; replaced at no cost to EVPLD				
9. Tag may be placed on an item with an existing RF tag or electromagnetic security label with no impact on readability				

**Tag Samples, Dimensions and Pricing**

The Library requests that samples of available tags be included with an attachment detailing specifications of physical dimensions of all tags including inner and outer diameters and thickness as appropriate and pricing for each tag type. Include a complete variety (geometric sizes and shapes) of the tags you provide.

Vendor agrees to replace all vendor-supplied tags that are not compliant with ISO/NISO library RFID data model when that standard is certified. Vendor agrees to reimburse the library for labor costs associated with replacing non-compliant tags.

Explain your future tag price policies.

**MODULE TWO** For the following items, please use the following coding scheme:

- A** - Our solution meets the demanded specifications or deliverables
- B** - Our solution can be made to meet the demanded specifications or deliverables, but can do so only by a future date – list the date.
- C** - Our solution can be made to meet the demanded specifications or deliverables, but doing so will require an additional charge. Note that this response requires you to detail the charge.
- D** - Our solution cannot meet the demanded specifications or deliverables.

EVPLD will presuppose silence on a point indicates that you are (D) not capable of matching the specifications.

<b>MODULE TWO – TAG CONVERSION</b>	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>
<b>B. Overall Requirements</b>				
1. Specify the tag manufacturers that can be used on your tagging equipment:				
a.				
b.				
c.				
2. Do you offer leasing for tagging stations?				
3. Tag can be placed anywhere on a book with no impact on readability				
4. Conversion equipment can operate in a wireless mode				
5. Unit is compact enough that it can be used with a laptop on a mobile cart				
6. A portable tagging station that can be used in the book stacks is available				

7. We currently have approximately 55,000 items. Using your equipment, estimate the hours required to tag 1,000 items.

8. Please provide a description of RFID conversion equipment **and process** you offer along with price and feature options.

9. Can **you** perform the initial tagging process at our location?

10. Explain your training process for tag conversion.

**MODULE THREE** For the following items, please use the following coding scheme:

- A** - Our solution meets the demanded specifications or deliverables
- B** - Our solution can be made to meet the demanded specifications or deliverables, but can do so only by a future date – list the date.
- C** - Our solution can be made to meet the demanded specifications or deliverables, but doing so will require an additional charge. Note that this response requires you to detail the charge.
- D** - Our solution cannot meet the demanded specifications or deliverables.

EVPLD will presuppose silence on a point indicates that you are (D) not capable of matching the specifications.

<b>MODULE THREE - STAFF STATIONS AND READERS</b>	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>
<b>C. Overall Requirements</b>				
1. The Reader is compatible and has been tested on the TLC ILS under working conditions				
2. The system must have the ability to read, program, and <u>reprogram</u> RFID tags				
3. The system must simultaneously process multiple RFID-tagged items for check in or checkout up to a stack of 8”				
4. System is capable of processing RFID tags or barcodes in the same circulation transaction				
5. The system shall be compatible with Library’s standard computers used for circulation, barcode scanners, and receipt printers				
6. Existing staff workstations will require no or minimal modifications to incorporate RFID capability				
7. All existing staff stations can provide data for transfer onto portable handheld RFID reader				
8. Staff station performs all conversion functions				

- 9. Please describe and detail how quickly your reader routinely acquires tag data – how quickly the product inputs data to any operable application.
- 10. Please describe and detail any requirements of your reader product concerning work surface materials or proximity to metallic office equipment and supplies.
- 11. Please describe and detail the interface (USB, Serial, Other) required by your reader product.
- 12. Please provide images and information for all staff reader products.

**MODULE FOUR** For the following items, please use the following coding scheme:

- A** - Our solution meets the demanded specifications or deliverables
- B** - Our solution can be made to meet the demanded specifications or deliverables, but can do so only by a future date – list the date.
- C** - Our solution can be made to meet the demanded specifications or deliverables, but doing so will require an additional charge. Note that this response requires you to detail the charge.
- D** - Our solution cannot meet the demanded specifications or deliverables.

EVPLD will presuppose silence on a point indicates that you are (D) not capable of matching the specifications.

<b>MODULE FOUR – SECURITY SYSTEMS</b>	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>
<b>D. Overall Requirements</b>				
1. The system must have a read range of at least twenty-one inches (21”) in either direction of each gate				
2. The system must be able to issue visible and audible warnings				
3. The security/detection systems must be shielded from external interference from light fixtures, elevator motors, etc				
4. The system must alarm on “active” tags in library materials only when activated by exiting patrons				
5. Security does NOT require a separate server				
6. Security systems false alarms do not exceed 1 per 1000 items carried out by a customer				
7. Security system provides offline transaction functionality (provides item security even when the ILS is offline or not functioning)				
8. Self diagnostics will routinely check that the system is functioning properly and send alarms if it is not				
9. System provides specific information (e.g. title, format of item, barcode number) to staff workstations about the items that triggered an alarm				
10. Extraneous metal does not block RFID signals				

Describe any limits on the proximity of tagged materials to the security/detection system.

List the companies whose tags can be used with your security gate product.

Please provide images and options for all security gate products.

**MODULE FIVE** For the following items, please use the following coding scheme:

- A** - Our solution meets the demanded specifications or deliverables
- B** - Our solution can be made to meet the demanded specifications or deliverables, but can do so only by a future date – list the date.
- C** - Our solution can be made to meet the demanded specifications or deliverables, but doing so will require an additional charge. Note that this response requires you to detail the charge.
- D** - Our solution cannot meet the demanded specifications or deliverables.

EVPLD will presuppose silence on a point indicates that you are (D) not capable of matching the specifications.

<b>MODULE FIVE – SELF CHECK UNITS</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>E. Overall Requirements</b>				
1. Station has the ability to scan either an item’s bar code or RFID tag				
2. Models are available for table top or free standing kiosk				
3. Models available provide RFID components for units using existing cabinetry				
4. Station allows checkout of material in various formats and packaging, including book, CD, DVD, mixed media				
5. Patron can access unit without a library card in hand				
6. Unit recognizes both traditional and key-chain cards				
7. Unit allows users to select preferred language				
8. Unit has the ability to require or not require a PIN				
a. Library can set this option				
9. Unit has the ability to message the patron about holds waiting for pickup				
10. Self Check station blocks patrons that are blocked by the library’s ILS				
11. The system uses an anti-collision algorithm that does not limit the number of tags which can be simultaneously identified and read				

<b>MODULE FIVE – SELF CHECK UNITS</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
12. The unit provides a displayed count of the number of items processed simultaneously to ensure complete check-out transaction processing				
13. The <u>library</u> has the ability to change screen text, screen images and adjust work flow, including modifying prompts to guide patrons				
14. Unit has the ability to display a listing of all patron current transactions – checkouts, holds, fines, fees				
15. Unit can renew items currently checked out				
a. With item in hand				
b. Without item available				
16. Has the ability to print checkouts, holds, and fine information				
17. Customer has the option to print no receipt or a comprehensive receipt for all items				
18. Station provides the library the ability to customize receipt messages				
19. Unit has the ability to capture information when the network or ILS is down and then upload it when the connections are again functioning				
20. Unit is able to communicate directly with the ILS without the use of a mediating server				
21. The system is dual function: capable of processing either RFID tags or barcodes				
22. Checked out items are identified in the library circulation system as having been checked out and updates the patron account <b>in real time</b>				
23. The system can reference ILS –or- store a “trust” relationship so that a customer can act on the behalf of another at library discretion				
24. System has the ability to download content from the unit (for example: from a patron account to a PDA)				
25. System has the ability to mail content from the unit (for example: from a patron account to an email)				

<b>MODULE FIVE – SELF CHECK UNITS</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
26. Unit can be used for self-check-in				
27. An authorized operator override system blocks				
28. An operator can gain access to the unit's administrator interface via a special barcode, RFID tag or other input				
29. RFID tags in books with metallic covers can be identified by the self check unit				
30. Unit supports group checkout of multiple items, prompting users to confirm total number of items				

**MODULE FIVE – SELF CHECK UNITS - NARRATIVE**

Please describe how a patron starts a session?

System and Interface customizations

Describe the library's ability to change screen text, images, logos and graphics.

Describe the library's ability to change the order in which charged items can be listed.

Describe the library's ability to change receipt text and content. - Please provide a sample receipt

The ability to provide alternative text for SIP responses.

Offline Functionality - when the network or ILS server is not available or SIP connection is lost

Describe the process for initiating "offline mode"

Describe the process for restoring "normal function"

Describe the process for uploading data to the customer's ILS

Describe your offline interface with TLC ILS.

Reports and Statistics

Please provide an inventory of reports.

Please provide sample (exemplars) for key reports.

Please provide the formats accessible for reports.

Please provide potential for report customization.

Technology Management Issues

Please describe your product's ability to interface with SIP2 as provided by TLC

Describe any system or solution your product offers to manage multiple self-check units from a manager or technicians point of view.

Describe any editor or tool to affect customizations.

Describe how patrons and staff are alerted to the following

Receipt printer is out of paper

Item was scanned and/or positioned incorrectly

Patron card is not scanned correctly

System is out-of-order

End of Session

If a user leaves a self-service device without ending a session what happens?

Does the unit time out back to the introductory screen? Can the time period be adjusted?

Is there remote monitoring of the systems?

Does the system provide 90% first time user success for library patrons?

What prevents an item from being scanned twice during a single transaction and therefore creating a renewal at the same time?

Is there a way that a patron account that has been suspended from use (needs verification) be reinstated at the self-check machine?

What self-serve payment options exist for your hardware and software (credit card, cash, paypal, etc.)?

## **MODULE SIX – INVENTORY WAND AND SYSTEM - NARRATIVE**

1. Describe (graphic depiction and narrative) any portable inventory system you provide.
2. Describe the typical tasks being done with the product.
3. Describe the process of loading data from the wand to our ILS.
4. Describe the process of loading data from our ILS to the wand.
5. Describe battery life – how long between charges.
6. Describe the effective distance necessary to use the product.
7. Detail the effect of metal or metallic shelving on the use of your product.
8. Describe the product's effective error rate – in typical use how many items per 1000 are missed. Does it employ anti-collision algorithms?
9. Describe the product's effective error rate for CDs and DVDs.
10. Describe the product's data storage capacity.

**MODULE SEVEN** For the following items, please use the following coding scheme:

- A** - Our solution meets the demanded specifications or deliverables
- B** - Our solution can be made to meet the demanded specifications or deliverables, but can do so only by a future date – list the date.
- C** - Our solution can be made to meet the demanded specifications or deliverables, but doing so will require an additional charge. Note that this response requires you to detail the charge.
- D** - Our solution cannot meet the demanded specifications or deliverables.

EVPLD will presuppose silence on a point indicates that you are (D) not capable of matching the specifications.

<b>MODULE SEVEN – CHECK-IN STATIONS WITH AMH</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>F. Overall Requirements</b>				
1. Book return must enable returned item to be identified in the library circulation system as returned and update the patron account in real time				
2. Book return has the option of attaching a receipt printer that prints individual tickets for items on hold				
3. The system is modular – able to add sorts				
4. The system allows patron return without rules or stipulations (eg: one at a time, orientation, or pace)				
5. Library can customize the holds receipt to guard patron confidentiality (for example: First 4 letters of the patron’s last name and last 4 digits of the patron’s library card number)				
6. Automated sorting equipment is capable of distributing returned items into separate bins according to criteria established by the library using information provided from the library’s database				
7. Book return does not require patrons to identify themselves or interface with the library’s circulation system in order to place items in the book drop				
8. Items can be returned in any orientation				
9. Ability to back date check-in transactions to handle book drop check-in, etc				
10. Sorting station supports printing of item Hold requests and allows library to set parameters for managing form and content of receipt printing				

## **MODULE SEVEN – CHECK-IN STATIONS WITH AMH - NARRATIVE**

12. Describe any through-the-wall check-in solutions functional without an AMH.
13. What is the optimum length of time for a patron to return 30 items into your check-in station without AMH? With AMH?
14. What kind of book drop/slot does your product require?
15. How does your product single multiples?
16. What percentage of items errors? Under extreme conditions?
17. What bin or tote container options does your system employ?
18. Describe the project preparation, deployment, testing and user acceptance for the AMH system.
19. What room dimensions are required of the product?
20. What contractor or electrical work must be accomplished before installation of your product.
21. Describe a typical product installation – time, schedule of events.
22. What item weight limitations apply to the use of your stations?
23. What is the decibel level of your AMH systems in operation?
24. What is the minimum sort option for your AMH system? 2, 3, or 4?
25. Describe the methods for messaging staff when the system needs attention.

## **SECTION NINE - COMPANY BACKGROUND INFORMATION**

Please provide a narrative response to the following questions:

1. Describe the minimum and recommended hardware required for your solutions and compatible operating systems that would be provided by the library. Describe in what circumstances the library may provide the computing equipment needed for select applications.
2. Describe the effect on the LAN bandwidth required and the sensitivity to latency in network.
3. Describe how your system will authenticate users against the TLC borrower database. What access controls are available to limit access by some users?
4. Describe your training process and your trainers. Describe online resources for training.
5. Describe options for extending the warranty period on parts and labor beyond the required 12-month period (two, three, four and five year periods).
6. Are service technicians factory trained?
7. How many technicians do you currently employ and where is the nearest technician? Can you guarantee two-hour response time?
8. Describe your support operations, including hours of availability, response time, methods of contact, and number of dedicated support desk personnel. List all utilities available to the vendor for the remote support of equipment.
9. Is toll-free telephone support available 24 hours a day, 7 days a week?
10. A requirement of this proposal is that if delivery of out-of-stock parts is anticipated to take more than 24 hours, the contractor shall immediately provide a temporary backup piece of RFID equipment. This requires the technician to stock replacement parts locally. Can you meet this requirement?
11. Describe any user groups or user community resources for your products.
12. Describe the security control process. Does it require security bit activation/deactivation on the tag or is it handled in some other way.
13. Describe your documentation (systems administrator, technical support and front line staff manuals). Are manuals available in free electronic format and can they be distributed within the library without limitation?

14. Are there known issues that are currently being remedied?
15. Describe the “trade-in” process if new models with more capability are released.
16. Can the equipment easily tolerate power fluctuations including brownouts and surges?
17. What methods or means of curing failure does your company provide? Do you provide a 12-month, 100% money-back performance guarantee on all equipment purchased and covered by a 12-month warranty or service agreement? If our library is not satisfied with your product, what will you do for us? Is there a restocking fee for anything we reject?
18. What is the expected delivery time after equipment is ordered?
19. Provide a brief description of your company including the name(s) of its owners and/or principle officers, date of origin and/or incorporation, length of time in the library automation field, and length of time supporting the product being proposed in response to this RFP.
20. How many full time employees work for your company?
21. What is the percentage breakdown of staff among sales, research and development, support, and other vendor functions?
22. If your company is currently for sale or involved in any transactions to expand or be acquired by another organization, explain.
23. If your company has been involved in a reorganization, acquisition, or merger in the last three years, explain.
24. If your company has been involved in the last three years in public litigation with a client or a third-party vendor related to the product that is being proposed in response to this RFP, explain.
25. Describe your company’s experience in providing RFID services to public libraries. Be specific.
26. Describe your company’s commitment to product development in the last three years.
27. How long has the product that you are proposing in response to this RFP been actively marketed?
28. How does your company actively participate in the development and use of industry standards?
29. List the dates and general content of the last three general releases or major upgrades of your product.
30. How many customers are currently running production versions (not experimental or test versions) of the product?

## SECTION TEN – SCHEDULE OF COSTS

ITEM	COST
<b>Module One: Tags</b>	
RFID Tags – Each	
RFID Tags – 55,000	
Tag with logo/property stamp	
<b>Module two: Conversion</b>	
Conversion Unit - Purchase	
Conversion Unit - Lease	
Vendor provided tagging: after-hours	
<b>Module three: Staff Stations</b>	
Staff Station – PC supplied by library	
<b>Module four: Security systems</b>	
Security Gates - Each	
<b>Module Five: Self-Checkout</b>	
Self Checkout Stations: integrated furniture	
Self Checkout Stations: library-provided furniture	
<b>Module Six: Inventory Wand or System</b>	
<b>Module Seven – Check-in with AMH</b>	
Automated Check-in without AMH	
AMH Interior Check-in Unit (2 bin)	
AMH Interior Check-in Unit (3 bin)	
Extra Bins	
Other items required but not identified in RFP	
Service Contract - additional years	

Prices shall be inclusive of shipping, installation and training costs

## SECTION ELEVEN – RFP SCHEDULE OF EVENTS

The RFP schedule shown below is set forth for information and planning purposes. The Library may change these dates by addenda sent to prospective vendors or during the negotiation process.

<b>Activity</b>	<b>Date</b>
RFP released	August 25, 2011
Questions due	September 16, 2011
Addendum released	September 23, 2011
Proposals Due	September 30, 2011
Demonstrations by selected proposers	October 17, 2011
Product Selection and Contract Negotiations	November 14, 2011
Board of Trustees final sign-off	November 21, 2011
Proposed Go-Live for the Project	December 5, 2011

## **SECTION TWELVE – GENERAL TERMS AND CONDITIONS**

### **1. LANGUAGE, WORDS USED**

**INTERCHANGEABLY** - The word Library and acronym EVPLD refers to the ESTES VALLEY PUBLIC LIBRARY DISTRICT throughout these Instructions and Terms and Conditions. Similarly, **PROPOSER** refers to the person or company submitting an offer to sell its goods or services to the LIBRARY.

**2. PROPOSER QUALIFICATIONS** - No Proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the Library upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the Library, or that is deemed irresponsible or unreliable by the Library. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service proposal and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Specifications.

**3. PROPOSAL FORM** - In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

**4. SPECIFICATION DEVIATIONS BY THE PROPOSER/OFFEROR** - Any deviation from this specification **MUST** be noted in detail, and submitted in writing on the Proposal Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer's name should be clearly shown on each document.

**5. COLLUSIVE PROPOSAL** - The Proposer certifies that the proposal submitted by said Proposer is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.

**6. BROCHURES** - Proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on an item-by-item basis where applicable.

**7. SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** - All changes in Proposal documents shall be through written addendum and furnished to all Proposers. Verbal information obtained otherwise will **NOT** be considered in awarding of Proposals.

**8. PROPOSAL CHANGES** - Proposals, amendments thereto, or withdrawal requests received after the time advertised for Proposal Opening, will be void regardless of when they were mailed.

**9. HOLD HARMLESS AGREEMENT** - The Contactor agrees to protect, defend, indemnify and hold harmless the Estes Valley Public Library District, its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Contractor, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this contract.

**10. AVAILABILITY OF FUNDS** - Purchases under this contract beyond the end of the current fiscal year are contingent upon the appropriation of funds for such purposes during the ensuing fiscal year(s).

**11. PROPOSAL REJECTION OR PARTIAL ACCEPTANCE** - The Library reserves the right to reject any or all Proposals. The Library further reserves the right to waive technicalities and formalities in Proposals, as well as to accept in whole or in part such Proposals where it is deemed advisable in protection of the best interests of the Library.

**12. PROPOSAL CURRENCY/LANGUAGE** - All proposal prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All proposal responses must be submitted in English.

**13. PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted within 30 days and on receipt of an original invoice.

**14. MODIFICATION, ADDENDA & INTERPRETATIONS** - Any apparent inconsistencies or any matter requiring explanation or interpretation, must be inquired into by the Proposer by September 16, 2011 at 4:00 pm MST. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents.

15. LAWS AND REGULATIONS - All applicable State of Colorado and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.

16. SUBCONTRACTING - No portion of this Proposal may be subcontracted without the prior written approval by the Library.

17. ELECTRONIC SUBMITTAL - Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal either by airfreight, postal service, or other means.

18. MISCELLANEOUS - The Estes Valley Public Library District reserves the right to reject any and all proposals or parts thereof. The Library reserves the right to inspect Supplier's facilities prior to the award of this proposal. The Library reserves the right to negotiate optional items with the successful Proposer.

19. MODIFICATION OF AGREEMENT - No modification of award shall be binding unless made in writing and signed by the Library.

20. CANCELLATION - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

21. PATENT GUARANTEE - Proposer shall, with respect to any device or composition of Proposer's design or Proposer's standard manufacture, indemnify and hold harmless the Library, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Proposer is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the Library.

22. TERMINATION OF AWARD FOR CAUSE - If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful Supplier shall violate any of the covenants, agreements or stipulations of the award, the Library shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the Library, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Library, become its property, and the

successful Proposer shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Supplier shall not be relieved of liability to the Library for damage sustained by the Library by virtue of breach of the award by the successful Supplier and the Library may withhold any payments to the successful Supplier for the purpose of set off until such time as the exact amount of damages due the Library from the successful Supplier is determined.

23. TERMINATION OF AWARD FOR CONVENIENCE - The Library may terminate the award at any time by giving written notice to the successful Supplier of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Proposer under the award shall, at the option of the Library, become its property. If the award is terminated due to the fault of the successful Proposer, termination of award for cause relative to termination shall apply. If the award is terminated by the Library as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the Library which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made.

24. FORCE MAJEURE - For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected.

A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.

25. ACCEPTANCE OF TERMS BY SHIPMENT – Shipment of all or any portion of the goods covered by any order placed shall be deemed an acceptance of the proposal upon the terms and prices set forth herein.

26. ASSIGNMENT - Proposer shall not assign this order or any monies to become due hereunder without the prior written consent of the Library. Any assignment or attempt at assignment made without such consent of the Library shall be void.

27. EQUAL OPPORTUNITY - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

28. SPECIFIC DELIVERY SCHEDULE - For purposes of this proposal and subsequent awards, Library holiday closures are typically New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day-after Thanksgiving, Christmas Eve and Christmas Day. Deliveries generally will not be accepted on those dates. (Please note these dates on your calendars for deliveries, sales calls, etc. throughout the year.) Deliveries will not be accepted on Weekends.

Notice of a late delivery arrival should be made no more than twenty-four (24) hours prior to the originally scheduled time. Otherwise, the Library may not be available to facilitate the receiving and the shipment will be returned to you or its originating point.

29. EXTENSION - Any or all of the awards made as a result of this Request for Proposal may be extended for an additional period of time, up to one year, if mutually agreed between the parties.

30. FREIGHT - Those charges are to be included in the quoted price of these materials, rather than as a separate item unless otherwise noted.

31. FOB POINT - In terms of loss or damage, as well as where title to the goods is passed, please quote FOB - Destination.

32. METHOD OF AWARDEDING/QUOTING - The Library reserves the right to make awards based on the entire proposal or on an individual basis. However if you offer your proposal based on an "all or none" condition, the Library may consider your proposal non-responsive and reject the entire proposal.

33. TAXES - The Estes Valley Public Library District is exempt from sales tax and certain other use taxes. Any charges for taxes from which the Library is exempt will be deducted from invoices before payment is made.

34. PROPOSAL INFORMATION IS PUBLIC – All documents submitted with any proposal and the proposal shall become public documents and subject to Colorado Revised Statute 24-72-201 et seq., otherwise known as the "Colorado Open Records Act" (CORA). By submitting any document to the Estes Valley Public Library District in connection with a proposal, the submitting party recognized this and waives any claim against the Estes Valley Public Library District and any of its officers and employees relating to the release of any document or information submitted.

Each submitting party shall hold the Estes Valley Public Library District and its officers and employees harmless from any claims arising from the release of any document or information made available to the Estes Valley Public Library District arising from any proposal opportunity.