



CITY OF HAVERHILL, MASSACHUSETTS

Request for Proposal

Library Self Check Systems

RFP019.10

RFP Due Date: Monday, November 16, 2009 @ 2:00 P.M.

City of Haverhill Purchasing Department
City Hall, Room 105
Four Summer Street
Haverhill, MA 01830-5875

Telephone: (978) 374-2309
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Purchasing@cityofhaverhill.com

City of Haverhill
City Hall
Four Summer Street
Haverhill, Massachusetts 01830-5876

RFP019.10, Library Self Check Systems

I. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS

- A. The Haverhill Public Library (HPL) is examining ways to increase efficiency and improve processes by moving to a self-service customer environment for circulation. Pursuant to MGL CH. 30B, THE City Of Haverhill, "CITY", seeks proposals from qualified bidders.
- B. Proposals are to be submitted by 2:00 p.m., Monday, November 16, 2009, at which time they will be publicly opened. Postmarks will not be considered. Proposals submitted on any other form will not be accepted as valid proposals.
- C. Envelopes containing sealed proposals will be accepted at the City of Haverhill, City Hall, Robert J. DeFusco C.P.M., Purchasing Department, Room 105, 4 Summer Street, Haverhill, Massachusetts 01830 until the time indicated. Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, please make no reference to pricing in the non-price technical proposal. Failure to adhere to this requirement will result in disqualification. It is the sole responsibility of the Offeror to insure that the proposal arrives on time at the designated place. Five separate sealed envelopes, four containing the non-price technical proposal marked "Non Price Proposal – Library Equipment" and one containing the price proposal marked "Price Proposal – Library Equipment".
- D. The contract will be awarded by the City within ninety (90) days after the proposal opening. The time for award may be extended up to 45 additional days by mutual agreement between the City and the responsible and responsive Proposer.
- E. If any changes are made to the Request for Proposal (RFP), an addendum will be issued. Addenda will be mailed, faxed, or emailed to all Contractors on record as having picked up the RFP. Offerors shall be responsible for ensuring that all addenda are in receipt prior to proposal deadline. The City will require acknowledgement of any addenda issued to be included on the proposal form.
- F. Questions concerning this proposal must be submitted in writing to: Robert J. DeFusco, email rdefusco@cityofhaverhill.com, before 2:00 PM on Monday, November 9, 2009. Question may be delivered, mailed, emailed or faxed. Written responses will be mailed, emailed or faxed to all Offerors on record as having picked up/downloaded the RFP.
- G. After the proposal opening, an Offeror may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the Proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the Proposer will be notified in writing.
- H. The City may cancel this RFP, or reject in whole or in part any and all proposals, if the City determines that the cancellation or rejection serves the best interests of the City of Haverhill.
- I. All proposals submitted in response to this RFP must remain firm for sixty (60) days following the proposal opening.
- J. Bid Bond: This proposal shall be accompanied by a bid deposit in the form of a bid bond, or a certified check, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the City of Haverhill. A bid bond shall be (a) in a form satisfactory to the awarding authority, (b) with a surety company qualified to do business in the commonwealth and satisfactory to the awarding authority and (c) conditioned

upon the faithful performance by the principal of the agreements contained in the bid. The amount of such bid deposit shall be five (5) per cent of the value of the bid.

- K. A proposal must be signed as follow: 1) if the Offeror is an individual, by her/him personally; 2) if the Offeror is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

II. Bid Submission Requirements

- A. The bid submission must be completed.
- B. A list of references is enclosed as requested.

III. Rule for Award

The City of Haverhill shall award a contract to the most advantageous Proposer taking into consideration the price and non price proposals.

IV. Quality Requirements:

- A. System must be capable of reading barcodes located in various locations, including inside or outside, top or bottom, of the front or back cover, inside top or bottom of the front or back fly page.
- B. System must offer a one-step process for checkout of all print media, CDs, DVDs, video, and audio books.
- C. System must provide a touch screen interface. Bidder must list source of touch screen technology, relation to touch screen vendor, and whether the touch screen system is included in total system safety certification. Touch screen technology should be developed and manufactured by the bidder.
- D. System must be able to operate at full performance with normal power main voltage fluctuations (+/-10% of nominal voltage).
- E. System must be capable of checking out or checking in all types of print and non-print media.
- F. System must offer a staff or customer-selectable self check-in option.
- G. System must be capable of accepting barcode customer ID cards and one additional type of customer ID card.
- H. System must provide audible and visual feedback during the transaction.
- I. As a standard feature, customer must have the option to configure the systems to display specific information from the customer record, including: # of items checked out, # of items on hold, outstanding fine information, and library messages, without compromising customer privacy.
- J. System must offer "Store and Forward" software to allow self-service system to function when the library's ILS or server is offline.
- K. System must offer web-based, password protected, remote administration.
- L. System must be accessible via remote administration regardless of where the system is located within the library facility.
- M. Administrative functions must not interrupt customers from using the self-service system.
- N. System must offer remote diagnostics.
- O. System must provide performance statistics. Details must be broken down by day of the week and hour of the day and include these details: number of transactions, type of transaction, and number of successful and unsuccessful transactions.
- P. System must provide down-loadable statistical data in the following formats: Rich Text, Microsoft Word, PDF, and Excel.
- Q. All system components must be integrated into a workstation including printer and monitor. The entire unit must meet safety standards as one system.
- R. System must offer customizable graphics, including a customer ID card that can be personalized to include individual library name, screen messages, and screen themes.
- S. System must offer a variety of screen graphic themes for the library to select for display.
- T. System printer must use a standard size roll of thermal paper.
- U. System must provide the options of email receipt, paper receipt, or no receipt.
- V. Receipt options must include the ability for the library to configure the receipt so that all items a customer has on loan will print on the customer receipt (title and due date). The system should also have the ability for the customer to print the account information, including: items currently checked out, number of items on hold, number of items ready for pickup, items overdue, customer account balance, and Integrated Library System (ILS) messages to customer.
- W. System must offer options for payment of fines and fees, including coin box and card swipe for debit/credit card.

V. Additional Contract Terms & Conditions:

- A. The contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The proposal must comply with all Federal, State, and municipal laws, ordinances, rules and/or regulations.
- B. Purchases of goods and services by the City of Haverhill are exempt from the payment of Federal excise taxes and the Massachusetts sales tax, and any such taxes must not be included in the price computations.
- C. The successful Offeror will not be permitted to assign or underlet the contract, nor assign either legal or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the City.
- D. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
- E. Final payment will be made when the HPL determines that the system is complete and all the following conditions are met: (1) All hardware components have power applied and are operating correctly; (2) All operating systems software is running and operating correctly; (3) All network and protocol communications are operating correctly; (4) All data has been programmed, and all features are operating correctly; (5) All documentation has been provided and (6) All training has been completed.
- F. If during the first year after the date of acceptance, the Library determines that for any reason it is not satisfied with the performance of the library self-check system, the Library at its discretion may require the removal of the system by the supplier at the supplier's expense. After removal, the Library will receive 100% reimbursement of the purchase price for all Product and Maintenance cost.
- G. All words, signatures and figures submitted on the proposal shall be in ink. Proposals which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices which contain abnormally high or low amounts for any item, may be rejected as informal. More than one proposal from the same Proposer will not be considered.
- H. The selected Offeror will be required to sign a contract with the City of Haverhill in which he/she accepts responsibility for the performance of services as stated in the submitted proposal and be prepared to commence work immediately upon execution of the signed contract.
- I. A Notice of Acceptance of the Proposal will be mailed or furnished to the successful Proposer within forty-five (45) days of the proposal opening. A City Contract and Purchase Order will follow the written Notice of Award.
- J. Indemnity: Unless otherwise provided by law, the Contractor will fully and completely indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property that the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees. These provisions shall also include any liability which may result from a workers compensation claim or resulting third party action against the City.
- K. If at any time the successful Proposer fails to fulfill or comply with any of the requirements of this proposal/contract, the City, at its option, can terminate this contract upon thirty (30) days written notice to the firm.
- L. All information presented in this RFP, including information disclosed by the City during the proposal process, is considered confidential. Information shall not be released to outside parties and the RFP shall not be discussed with anyone at the City, other than the known participants without written consent of the City of Haverhill. A bidder cannot discuss the bid with another bidder.
- M. The City reserves the right to amend the Contract arising from this RFP and, in particular, to add equipment or services that the City and the Offeror mutually agree are consistent with that solicited by this RFP. The right to amend applies for the term of this Contract and any extensions.

VI. Background Information

- A. The Haverhill Public Library (HPL) is a 501©3 non-profit entity that consists of one location at 99 Main Street in Haverhill, Massachusetts. The HPL currently circulates library material in two ways: (1) the traditional staff/customer interaction during which items are processed manually, and two automated self-check units. The library's current self-check units cannot accommodate customer checkout of audiovisual materials in security cases, process rental payments, or collect fines and fees. HPL uses the Sirsi/Dynix Horizon Integrated Library System (ILS) - Version 7.4.2.
- B. The successful proposer will install five self-check units at 99 Main Street, Haverhill, MA. All self-check equipment and functionality must be fully functional at the time of installation. An installation schedule will be developed and agreed upon by the HPL and the successful proposer.
- C. The HPL hours of operation are: Monday, Tuesday and Thursday – 9:00am to 9:00pm and Wednesday, Friday and Saturday - 9:00am to 5:00pm.

VII. SPECIFICATIONS

A. Health and Safety

- 1. The complete self-check system, including monitors and computer scanners, must meet UL (USA) safety requirements.
- 2. The UL tick marks must be displayed on the serial plate of the system. Bidder must issue their UL certification listing number.
- 3. System must be in compliance with ADA guideline 4.15.4 for wheelchair clearance and ADA guideline 4.34.3 for reach range standards.

B. Service

- 1. Service must be performed only by a service provider that is fully trained and certified by the manufacturer.
- 2. The bidder must have fully- trained technicians who are located in Massachusetts to provide prompt response to HPL for the system purchased. The bidder must provide a response time service level agreement for the library.
- 3. The bidder must be able to provide a toll free number that will be answered by a Customer Support Representative on a 24-hour basis.
- 4. Technicians must be centrally dispatched to ensure proper and efficient coverage.
- 5. Service technicians must be equipped with parts normally required to service the equipment and reduce downtime.
- 6. Service Agreements to extend the warranty period on parts and labor must be available for a period of 9, 12, 24, or 36 months.
- 7. The Service Agreement must be renewable on a recurring basis.
- 8. The Service Agreement must include remote maintenance for expert technical consultation and software support.

C. Training

- 1. Introductory operator/user/staff training must be provided at no charge.
- 2. A training manual, CD-ROM, DVD, and/or videotape must be supplied free of charge to the library.
- 3. Operation manuals must be provided with the equipment.

Proposal Evaluation Information

Rating Comparative Criteria

All proposals will be reviewed in accordance with MGL Chapter 30B by the City of Haverhill and final selection will be based upon an evaluation and analysis of the information and materials required under the RFP. Proposals that meet the minimum criteria will be reviewed for responses to the comparative evaluation criteria. Each Criterion will be assigned a rating of Highly Advantageous, Advantageous, Non Advantageous or Unacceptable to each comparative evaluation criteria.

Interviews

Interviews may be required at the HPL's discretion after review of the technical proposals. Companies will be provided with advance notice of at least five (5) working days. Presentations should not exceed forty five minutes in length, with a question and answer period.

COMPARATIVE SELECTION CRITERIA

Each of the following criteria pertains to requirements listed in this RFP. These criteria will be applied to all Technical Proposals submitted. Each criterion will receive one rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable. The rating each question receives will be used to compile a composite rating for each Proposer, to be used in the Selection Process segment of this RFP.

Comparative Criteria

The relative merits of each submittal will be evaluated using the following Comparative Criteria. Any ranking below **Advantageous** is unacceptable.

- Number of installed Library Self Check Systems in other Libraries.
Highly Advantageous: Ten or more installations in similar sized Libraries.
Advantageous: Five to nine installations in similar sized Libraries.
Not Advantageous: Four installations in similar sized Libraries.
Unacceptable: Three or less installations in similar sized Libraries.
- Experience and knowledge with the SIRSI/Dynix within similar sized libraries.
Highly Advantageous: Ten or more installations within similar sized libraries.
Advantageous: Six to Eight installations within similar sized libraries.
Not Advantageous: Three to Five installations within similar sized libraries.
Unacceptable: Less than three installations within similar sized libraries.
- Service Capabilities.
Highly Advantageous: Maintain 24 hour call center and four hour response time to system down conditions.
Advantageous: Maintain 24 hour call center and eight hour response time to system down conditions.
Not Advantageous: Maintain 24 hour call center and next day response time to system down conditions.
Unacceptable: Does not maintain 24 hour call center or next day response time.

Forms to be Included in the Technical Proposal Package

All proposers shall submit proposals in strict accordance with the submission requirements listed below. Any contractor failing to provide all of the following submission requirements will be considered "not responsive" and their proposal may be rejected without further consideration.

The information submitted must include the following items:

1. Cover letter: A letter signed by an officer of the firm, binding the firm to all comments made in the proposal is required.
 - a. Firm/Individual History including length of time the firm/individual has been in business, legal form (sole proprietorship, partnership, corporation and State of incorporation), number and location of offices, number of employees, and other pertinent data. Please describe any parent/subsidiary/affiliate relationships.
 - b. Submit the name and telephone number of the person who will be the main contact from the firm for this contract.
 - c. Resumes of all management personnel who will be assigned to this account. Describe what each individual's role will be and what services they will perform.
 - d. The Bidder shall disclose any current or pending litigation regarding Library equipment.
 - e. Indicate whether or not your firm has been dismissed or disqualified from a bid/contract within the past five years, and if yes, the reason(s) why.

- f. Disclose any conditions (e.g. bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect your organizations' ability to perform contractually.
2. References
 - a. Commercial: Listing of five (5) contracts which the Bidder is performing or has performed during the last five (5) years similar to the work called for in the specification. Complete Appendix E.
 - b. Financial References demonstrate a stable and secure financial position. Bidders must include a business information report or business profile from a credit reporting agency dated no earlier than sixty (60) days prior to bid submission date. Dunn and Bradstreet number or other financial rating classification
 3. The bidder should respond to each question. Succinctly describe features and functionality of your proposed solution where appropriate.
 - a. Length and nature of the bidder's experience in providing the products and services requested in this RFP. Bidder should be specific in detailing length of time supplying types of equipment as specified in this bid, and over that period, the source of said equipment.
 - b. Experience and type of relationship with any ILS or other vendor where interoperability of bidder's equipment is necessary for successful operation.
 - c. What happens when the customer's card is blocked or expired? How is the customer informed of this situation?
 - d. During checkout, what does the system do if the customer attempts to check out an item that is on hold for another person?
 - e. What happens when a customer attempts to check out an item that is checked out to another customer, in transit to another library, or is a non-circulating item?
 - f. Can customers renew items? If yes, must they be in possession of the physical item in order to renew it?
 - g. How does the customer end a checkout session?
 - h. If the customer leaves the checkout station without ending the session, what happens?
 - i. Is there an automatic timeout feature for a session? Is that feature configurable?
 - j. How does the system handle unlocking of security cases? Does the "unlocker" require staff intervention?
 - k. Describe how the credit/debit card process works from the point the customer selects this payment type through completion of the transaction.
 - l. Describe how customers and staff are alerted to the following.
 - i. Receipt printer is out of paper.
 - ii. Coin/bill dispenser is empty.
 - iii. Item was scanned and/or positioned incorrectly.
 - iv. Customer card is not scanned correctly.
 - v. System is out of order.
 - m. How does the staff reset the system if there are problems?
 4. Signed and completed Appendix B (Certifications).
 5. Acknowledgment of Addenda: each proposer shall acknowledge the receipt of any addenda by signing and including it with their proposal.

Forms to be Included in the Price Proposal Package

All proposers shall submit proposals in strict accordance with the submission requirements listed below. Any contractor failing to provide all of the following submission requirements may be considered "not responsive" and their proposal may be rejected without further consideration.

The information submitted must include the Price Proposal Form, Appendix A, and Bid Bond.

Appendix A
RFP019.10
PRICE PROPOSAL FORM

PRODUCT COST

CATEGORY	QUANTITY	UNIT PRICE	TOTAL COST
SOFTWARE LICENSE			\$
HARDWARE	5		\$
INSTALLATION			\$
TRAINING			\$
DOCUMENTATION			\$
TOTAL PRODUCT COST			\$

MAINTENANCE COST

MAINTENANCE COST	HARDWARE MAINTENANCE	SOFTWARE MAINTENANCE	ANNUAL MAINTENANCE COST
YEAR 1			
Year 2			
Year 3			
Year 4			
Year 5			
TOTAL MAINTENANCE COST			

TOTAL COST

COST DRIVER	COST
TOTAL PRODUCT COST	
TOTAL MAINTENANCE COST	
TOTAL COST	

Company _____

Address _____

Signature of Company Official _____

Printed Name of Company Official _____

Title of Company Official _____

Phone number _____

E-Mail _____

Appendix B
RFP019.10
Certifications

NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of: _____

(Jurisdiction)

The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, & 39L, and with the requirements of M. G. L. c. 181 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Signature of individual submitting proposal

Print Name

Name of Business

Appendix C
RFP019.10
References

Provide a list of ten (10) current Libraries as references to which your firm currently provides Library Self Check Out Systems within the last five (5) years.

Library	Contact Person	Address	Phone



**City Of Haverhill
Articles of Agreement**

Library Self Check System
RFP019.10

(This contract will be completed by the City at time of award.)

This agreement is made and entered into this _____ day of _____, 2009 by and between the CITY OF HAVERHILL ("the CITY"), a municipal corporation and existing under the laws of the Commonwealth of Massachusetts, and a ☐ corporation duly organized and existing under the laws of the Commonwealth/or ☐ as a D/B/A duly registered at: _____ ("The CONTRACTOR").

ADDRESS:

TELEPHONE AND FACSIMILE NUMBER:

ARTICLE I. DEFINITION. "THIS CONTRACT" as used herein shall mean that these Articles of Agreement and "the proposal documents," which include without limitation, the instructions to Proposer, the Contractor's proposal or proposal, the specification, terms and conditions, requirements, the applicable addenda, any final documents representing negotiated terms, and all documents and forms submitted with the Contractor's proposal or proposal.

ARTICLE II. DURATION. The Contractor shall commence the performance of THIS CONTRACT on or as soon thereafter as this agreement is fully executed and end on _____.

ARTICLE III. TERMS. The CONTRACTOR agrees to furnish and deliver services, materials, supplies or equipment to Haverhill, MA (delivery point) all in accordance with the proposal documents of _____, 2009 (proposal opening date).

CONTRACT VALUE: U.S. Dollars.

ARTICLE IV. PAYMENT. The CITY agrees to pay to the CONTRACTOR the sum set forth in the Contractor's proposal or proposal.

ARTICLE V. TERMINATION. The following shall constitute events of default under THIS CONTRACT requiring immediate termination: a) any material misrepresentation made by the CONTRACTOR, b) any failure by the CONTRACTOR to perform any of its obligations under THIS CONTRACT including, without limitation, the following: (i) failure to commence performance of THIS CONTRACT at the time specified in THIS CONTRACT due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to commence performance of THIS CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of THIS CONTRACT within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to commence performance of THIS CONTRACT in a manner reasonably satisfactory to the CITY, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the CITY as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of THIS CONTRACT, including without limitation, the provision of insurance and nondiscrimination, and (vii) any other acts specifically stated in THIS CONTRACT as constituting a basis for termination of THIS CONTRACT.

ARTICLE VI. DAMAGES. From any sums due to the CONTRACTOR for materials, supplies or equipment delivered, the CITY may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the CITY as a consequence of purchasing materials, supplies or equipment as a result of any event of default, failure, omission or mistake of the CONTRACTOR in furnishing or delivering materials, supplies or equipment as provided in THIS CONTRACT.

ARTICLE VII. CONFLICT. In the event there is a conflict between these Articles and the proposal documents, the proposal documents, RFP019.10, Library Self Check Systems, shall supercede these Articles.

ARTICLE VIII. FUNDING, GOVERNING LAWS AND ORDINANCES. THIS CONTRACT is made subject to: the availability of funds, all the laws of the Commonwealth of Massachusetts and the ordinances of the CITY, and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of THIS CONTRACT shall not be affected) and such law or ordinance shall be operative in lieu thereof.

ARTICLE X. EQUAL OPPORTUNITY. The CONTRACTOR in the performance of all work under THIS CONTRACT will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the

procurement of materials and rental equipment. The CITY may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XI. ASSIGNABILITY. The CONTRACTOR shall not assign, sell, subcontract or transfer any interest in THIS CONTRACT without prior written consent of the CITY. This AGREEMENT and any document referenced and incorporated herein or attached represent the ENTIRE CONTRACT and shall only be modified by written addendum between the Parties.

IN WITNESS WHEREOF, the parties have hereto and to two other identical instruments set their hands and seals the day first above written.

Approved as to Form:

William D. Cox, Jr.
City Solicitor

City of Haverhill:

By: _____
James J. Fiorentini
Mayor

Witness

Robert J. DeFusco C.P.M.
Purchasing Director

FOR THE CONTRACTOR:

By: _____
Title: _____

Carol Verny
Director
Haverhill Public Library

Corporate Secretary:

Certified as to Availability of Funding:

Charles Benevento
Director of Finance & City Auditor