REQUEST FOR PROPOSAL

AUTOMATED MATERIALS HANDLING

REQUEST FOR PROPOSAL DATE: May 16, 2014
PROPOSALS DUE NLT: June 6, 2014
RFP # 201405162550
1. General Information:

**Overview:** Pueblo City-County Library District (PCCLD) is currently constructing three new libraries, due to be finished in October 2014. It is the desire of the District to install Automated Materials Handling systems in each library, based on the specifications and requirements included as attachments to this RFP. Please provide configuration and cost proposal for AMH system and services.

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**B. RFP Submittal:** Proposals are to be submitted in sealed envelopes, clearly identified with the RFP number and title, with all attachments, no later than 3:00 pm local time on June 6, 2014. Deliver/send proposal to:

Chris Brogan  
Pueblo City-County Library District  
Attn: Finance Department  
100 East Abriendo Ave.  
Pueblo, CO. 81004

Each complete submission is to include a signed original with all required attachments; three complete copies; and one digital version copied onto either a CD or USB and included with the hard copies. All proposals are to be created using a recent version of Microsoft Office Word and/or .pdf file. Proposals delivered after the above required date and time will be received, but will not be considered and will be rejected for lateness.

All proposals submitted will become property of the PCCLD and will be considered a public document under applicable Colorado State law.

**C. Point of Contact:** Questions and requests for clarification regarding this RFP must be addressed via US mail or email by 3 pm May 23, 2014 to:

Pueblo City-County Library District  
ATTN: Jon Walker  
100 E. Abriendo Avenue  
Pueblo, CO 81004  
Email: jon.walker@pueblolibrary.org
Questions and requests for clarifications may be sent via email, provided that the RFP number, Title, and the words “question” and/or “clarification” are identified in the subject area of the email. Questions and requests without this subject identification may be considered routine emails, and may not get properly addressed.

All questions and requests for clarification will be responded to on PCCLD’s web site http://www.pueblolibrary.org/about/requests (click on request for bids) to all respondents by May 30, 2014. Any responses by the PCCLD that are considered to be a change in the terms, conditions, and specifications of this RFP will be posted on the web site as an addendum. No communications of any kind may be considered a change to the terms, conditions, and specifications in this RFP unless posted as an official addendum on the web site.

Communication from any other source, other than the above, should be considered as invalid with regard to this RFP.

2. General Terms & Conditions:

A. Interested Parties: All interested vendors are invited to submit a proposal in accordance with the terms, conditions, and specifications contained herein.

B. Tax Exemption: PCCLD, as a local government entity, is exempt from sales and use taxes. Bidders shall inform all prospective subcontractors and suppliers from whom they expect to obtain services or supplies of the tax-exempt status of PCCLD. Following the contract award, an exemption certificate will be furnished by PCCLD if the vendor requests.

C. Expenses: PCCLD assumes no liability for payment of expenses incurred by proposers in the preparation and submission of proposals in response to this invitation.

D. Non-Discrimination: The vendor agrees not to refuse to hire, discharge, promote, or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

E. Governing Law: The laws of the State of Colorado shall govern any contract executed between the successful proposer and PCCLD. Further, the place of performance and transaction of business shall be deemed to be in the County of Pueblo, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be Pueblo County in the State of Colorado.

F. Confidentiality: Proposal submitted to PCCLD for consideration shall be subject to Colorado Open Record Law, Section 24-72-201, et seq., C.R.S., after award is made.
G. Termination of Contract: PCCLD may, by written notice to the successful vendor, terminate the contract if the vendor has failed to perform its service in a manner satisfactory to PCCLD per specifications defined in the contract and/or RFP. The date of termination shall be stated in the notice. PCCLD may cancel the contract upon thirty days written notice for any reason other than cause. This may include, but is not limited to PCCLD’s inability to continue with the contract due to the elimination or reduction in funding.

H. Non-Appropriation: PCCLD presently intends to carry out and perform all of the terms and conditions of an awarded contract, and reasonably believes that funds in amounts sufficient to pay all amounts payable hereunder can legally be provided and made available for that purpose, and PCCLD shall include in its annual budget request amounts sufficient to pay all sums payable pursuant to an awarded contract. Notwithstanding the foregoing, the parties hereto recognize that it is possible that in any given fiscal year of the PCCLD funds might not be available. PCCLD shall have the right to cancel any awarded contract at the end of any calendar year during the term hereof that governmental funding from Pueblo County, Colorado is not granted for the subsequent calendar year. PCCLD shall advise vendor of its intention to cancel the awarded contract due to lack of funds on or before the end of any such calendar year and submit therewith to vendor satisfactory evidence showing PCCLD’s inability to obtain the required revenues for the coming calendar year. Upon such cancellation PCCLD shall be released from all further liability under any awarded contract. The right granted to PCCLD by this provision may only be exercised for the express reason stated and for no other reason.

I. Confidentiality of Information: The vendor acknowledges that the vendor will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to PCCLD and which information is the exclusive property of PCCLD, including, but not limited to: Internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting PCCLD’s business.

3. Proposal Preparation:

   A. Exceptions and Deviations: Any exceptions to or deviations from these Terms & Conditions must be identified, in writing, on an attachment to the proposal submission. PCCLD reserves the right to accept or reject, at its sole discretion, any exceptions or deviations by the proposer.
B. Substantive Proposals: By submitting a proposal, the proposer guarantees that (1) its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (2) it has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (3) it has not solicited or induced any other person, firm, or corporation from proposing; and (d) it has not sought by collusion to obtain for itself any advantage over any other proposer or over PCCLD.

C. Minimum Qualifications: To be considered for selection, vendors must meet at least the following minimum qualifications:

1. Established Business. Vendor must have been engaged as a place of business 5 years prior to the release date of this RFP.

2. Customer Satisfaction, Financial Resources and Ability to Perform. Vendor must be able to show proof that they have an established satisfactory record and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services to be performed per this RFP.

3. Legal Compliance. Vendor must be in compliance with all applicable laws, rules, regulations, and ordinances of the City of Pueblo, the State of Colorado and the United States.

4. Insurance:
The vendor shall not commence work until it has procured, maintains, and provides proof of the policies of insurances and liabilities listed below. The vendor will not be relieved of any liability, claims, or other obligations in conjunction with the signed agreement with the Library by reason of its failure to procure or maintain the necessary insurance and liabilities. Failure on the part of the vendor to obtain such insurance and liabilities prior to, and during the term of the contract, will constitute a breach of contract in which the Library has the right and may immediately terminate the signed agreement. The Library reserves the right to request and receive a copy of any policy related to services provided to the Library.
(a) **Commercial General Liability:** The vendor shall secure and maintain, during the term of agreed contract and for such additional time for service being performed, Commercial General Liability Insurance issued to and covering the liability of the vendor with respect to all work performed by vendor and its third party vendors under the contract, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1 million for each occurrence and aggregate for personal injury including death and bodily injury and $1 million for each occurrence and aggregate for property damage. This policy of insurance shall name the Pueblo City-County Library District, its agents, officers and employees as additional insured. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage's, as well as Owners’ and vendors’ Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by vendor under the provisions of the contract and “Completed Operations and Projects Liability” coverage.

(b) **Workers Compensation Insurance:** The vendor shall procure and maintain Workers Compensation Insurance, fully complying with the provisions of the Worker’s Compensation Act of the State of Colorado, during the period of this contract and for such additional time as work on this project is being performed.

**D. Submission Information and Documents:** The following information and documents shall be included in the proposal submission:

1. Name of company, address, telephone number, facsimile number, email address, website URL, and contact person’s name.

2. Vendor awarded the contract must submit a completed and signed IRS Form W9 to PCCLD before contract begins.

**E. Signatures:** The proposal must be submitted in ink, signed by an officer or person qualified to bind the proposing company.

**F. Withdrawal of Proposal:** A Proposer may withdraw its own proposal at any time prior to the proposal due date and time as identified herein. After that date and time, no proposer may withdraw its proposal for any reason. All proposals shall be valid for a period not less than 90 calendar days after the proposal due date.
4. Selection:

A. Vendor Selection: No proposal will be considered unless it is complete. All proposals submitted will be first screened to determine minimum vendor qualifications as outlined in this RFP. The proposals will be ranked, based on total cost and the ability of the proposing vendor to provide the required services effectively. Proposals that do not meet these minimum requirements will automatically be rejected and shall not undergo further evaluation.

B. Right of Acceptance and Rejection: PCCLD 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 PCCLD. PCCLD is not bound to accept the lowest priced proposal, but will select the proposal that represents the best value for PCCLD.

C. Negotiation: Subsequent to the Proposal due date, PCCLD reserves the right to negotiate terms and conditions with proposers. PCCLD reserves the right to negotiate modifications to a proposal with a single proposer without obligation to negotiate similar modifications with other proposers.

5. Key Personnel: PCCLD prefers a single account relationship manager. In the vendor’s proposal, list names, titles and locations of the primary and backup employees who will be assigned to PCCLD’s account. Also include certifications, education, experience and qualifications of personnel. The vendor must establish one person to serve as project manager and liaison to the PCCLD project manager. PCCLD looks to the vendor to inform the needs of the project, maintain a cohesive schedule, and coordinate, oversee and manage work produced. Therefore, the vendor must establish a work schedule for all parties to ensure timely completion of the project. In addition to the start and completion of various construction stages, the schedule shall also show percentages of work to be completed at any given time, as well as significant dates that will serve as check points to determine compliance with approved schedule.

6. Competitive Position: Describe what differentiates the vendor’s service from that of other competitors. Include in the discussion how the vendor keeps abreast of current and future trends. Discuss the vendor’s approach to communication.

7. Customer References: Provide references from at least three (3) libraries to which the vendor has provided similarly configured to what is proposed. These should be recent customers with needs comparable to those of PCCLD. Select a mix of long-standing and new customers. Library or other governmental references are preferred. References should include a contact name and phone number and address of reference.
8. Scope of Work:

A. Scope of Work:
PCCLD seeks AMH equipment for each of three new libraries currently under construction in Pueblo County, Colorado. The library sites are:

1315 E. 7th Street
Pueblo CO

4801 Cibola Drive
Colorado City CO

24655 US HWY 50 E
Pueblo CO

Each of the three libraries shares a common floor plan. An architectural rendering of the full floor plan for the libraries is included as Addendum A, showing generally where the AMH is considered to be located. A more detailed architectural floor plan of the area in each library where the AMH is generally to be located is included as Addendum B. The layout of the AMH depicted in the drawing is only depictional and should not be interpreted to be determinative of what is required or expected for this project.

PCCLD requests best and final offers from vendors for AMH for each of the three libraries that meets or exceeds these specifications:

(1) Each of the three systems will be of identical design
(2) Each AMH system will include one induction point inside the library where the public can return materials. An optional induction point from outside the building is desirable, but not required
(3) Each AMH system will include the ability for staff to induct returned materials
(4) Each AMH system will include sorting to three-to-five bins
(5) Each AMH system will be configured and warranted by the vendor to interface with PCCLD's local Sirsi/Dynix Symphony ILS to discharge and accurately sort inducted materials into bins
(6) Each AMH system will come equipped with RFID readers, antennae and receipt printers, and will be configured and warranted by the vendor to work with PCCLD's current RFID tags and systems
(7) Vendor proposal will include a full and complete description of the proposed systems operational features, specifically addressing how the system meets or exceeds all specifications above
(8) Each vendor will respond to this RFP with a detailed schematic drawing that shows the proposed system's placement in the allocated space as shown in Addendum B, and all electrical, data, and other requirements of the owner to ensure successful installation, configuration, and ongoing operation of the AMH equipment
(9) Vendor proposal will include all costs to PCCLD including procurement, delivery, installation, configuration, testing, and final operational signoff by owner for each of three locations
(10) Vendor proposal will include a sample annual maintenance agreement and fixed annual cost for same for five years, inclusive of preventative maintenance on all equipment, replacement and repair of faulty and/or damaged parts, consumable supplies, a service level agreement guaranteeing two hour response time or better and 24x7x365 via telephone, web and/or email, and technical support changes, adds, move, and configuration

(11) Vendor proposal will include a timeline for project implementation

(12) Vendor will certify that all provided equipment will be brand new; no used or refurbished equipment will be accepted

(13) Vendor will provide a diagram of the proposed configuration based on the information provided in Addendum B along with written description of proposed AMH dimensions