



City of Anacortes

Request for Proposal for Library RFID Equipment 19-075-LIB-001

SUMMARY

In accordance with RCW 39.04.270, the City of Anacortes, herein referred to as the City, is announcing its intent to purchase Radio Frequency Identification (RFID) equipment for the Anacortes Public Library (APL) as indicated in Attachment A. This is for equipment/materials purchases, subscription maintenance service, and installation; the intent is to have all components supplied and installed one vendor. It shall be the responsibility of the vendor to furnish all supplies associated with the components to allow for complete installation. The City's needs are outlined in the following request for proposal (RFP).

PROJECT OBJECTIVES

The City seeks qualified proposers to supply and install selfcheck and security equipment at the APL, and to provide any necessary software, or other materials necessary to assist in the functioning of said equipment. The City is interested in proposals for RFID (Radio frequency identification) equipment that is compatible our current RFID tags (Bibliotheca RFID Tag square) and computers.

The objective of this project is to replace the APL's current RFID equipment including security gates, reader pads, rapid inventory software, and self-checks. Specifics regarding the City's requirements are described in Attachment A - Scope of Work.

SUBMITTAL CRITERIA

Deliver proposals to:

City of Anacortes City Hall
Attn: Tiffany Matson
904 6th Street
Anacortes, Washington 98221

Mail to:

City of Anacortes
Attn: Tiffany Matson
PO Box 547
Anacortes, Washington 98221

Email to:

Tiffany Matson, Contract Specialist
matsont@cityofanacortes.org

All hardcopy proposals should be in a sealed envelope and plainly marked on the outside, "RFP Library RFID Equipment 19-075-LIB-001". All emailed proposals should have "RFP Library RFID Equipment 19-075-LIB-001" in the subject line. The deadline for receipt of proposals is **2:00pm local time on May 3, 2019**. Submittals received after the deadline will not be considered.

LIBRARY BACKGROUND

The Anacortes Public Library is considered a suburban library in a rural environment. There are no additional branches or bookmobiles. It strives to be a community hub for all and had nearly 14,000 visitors in March 2018. Our monthly physical materials circulation is approximately 33,000 on average. Number of card holders are 14,200. We have not fully implemented our current self-check machines that provide

30% of all checkouts and renewals using dated equipment. We are one-third toward our goal of success. The collection is tagged. Our Strategic Plan 2016-2020 provides a component for Space Planning and Utilization, specifically redesigning spaces in order to promote collaboration and be responsive to user priorities and citizen interests.

The City of Anacortes in Washington State has the permanent population of 16,600 residents, though it fluctuates higher during the summer tourist season. There is an active ferry service to Vancouver Island, Sidney, BC from Anacortes which brings in a lot of traffic and visitors to the library. APL has 10% more senior citizens per capita than the Washington State average, which skews the activity options for the more than 3000 youth that call Anacortes home.

Anacortes has two refineries, an active port, and a large fishing industry, many churches, and a regional hospital. Our diverse community has two active Native American tribes, numerous service groups, and a large group of residents who reside here for a year or two while a family member works at the nearby Whidbey Island naval base.

CONTACT INFORMATION

Questions and requests for clarification of these Specifications may be submitted in writing by 9:00 a.m., Pacific Time, April 26, 2019, via email to matsont@cityofanacortes.org or to Tiffany Matson, PO Box 547, Anacortes, WA 98221. Questions received after this date and time may not be answered. Any oral communications will be considered unofficial and non-binding on the City. Vendors should rely only on written statements issued by the City's representative. Responses to verbal requests for information or clarification will be considered unofficial until received in writing. Any questions received after the deadline may not be addressed. Questions will be held until the deadline and answered collectively by 12:00pm on April 26, 2019. Questions marked confidential will not be answered. The City reserves the discretion to group similar questions to provide a single answer.

PRE-SUBMITTAL MEETING

The City is hosting a pre-submittal teleconference meeting, open to all to participate in. The teleconference meeting will allow all interested parties an opportunity to ask City staff questions and hear responses about the project in an open forum. All questions and answers will be available to all applicants. Submitting your questions in advance will facilitate a more comprehensive discussion.

The meeting will occur on Thursday, April 25th at 10:00am PST. Please join the meeting from your computer, tablet or smartphone: <https://global.gotomeeting.com/join/644354717> or dial in using phone only United States: [+1 \(646\) 749-3112](tel:+16467493112) Access Code: **644-354-717**.

New to GoToMeeting? Get the app now and be ready when your first meeting starts: <https://global.gotomeeting.com/install/644354717>

SCHEDULE

RFP Package Available	April 15, 2019
Pre-Submittal Meeting	April 25, 2019, 10am local time
Question Deadline	April 26, 2019, 9am local time
Proposals Due by	May 3, 2019, 2pm local time
Review	May 3-7, 2019
Interview (if applicable)	May 6-7, 2019
Intent to Award Notice (approximate)	May 8, 2019
Contract Award (approximate)	May 13, 2019
Installation Complete and Operational	August 30, 2019

The City requires that the successful vendor will order components immediately upon contract issuance and that the vendor will diligently pursue acquisition of required components as bid. Complete installation and full operation of all components is required by August 30, 2019. If a component is delayed for reasons beyond the vendors control, a brief description of the delay shall be provided to the City within 2-working days of their notification. The City will have to right to investigate and may purchase the component through a separate vendor, if available, without penalty. This RFP and the awarded vendor's proposal shall become a part of the contract.

INSTRUCTIONS TO VENDORS

Your response to the Request for Proposal must contain all of the information requested in the Request for Proposal along with acknowledgement of all addenda. Proposals should include all necessary information on hardware, software, shipping, installation, training, and on-going locked-in maintenance support associated with the purchase of an RFID system. Proposals should include the minimum specifications for existing PCs and the Local Area Network (LAN) to operate in conjunction with the vendor's software. Unless otherwise indicated, quantities specified are guideline only and are not guaranteed for purchase by the Library. A completeness check will be conducted for each submission. Incomplete submissions will not be accepted. Submissions must include the items organized and numbered to correspond to each requirement below:

Content requirements

1. General – Respondents are requested to keep their Proposal brief but complete.
2. Cover Letter – All Proposals must be accompanied by a cover letter signed by an individual who is legally authorized to enter into a contract on behalf of the proposing individual/firm. The letter must introduce the Proposal, provide an overview of your representation according to the Attachment A Statement of Work and affirm that the Proposer accepts all terms and conditions of the Request for Proposals, including the Attachment E Sample Contract terms and conditions. The letter must designate the Proposer's contact person during the Proposal review process. Also, identify if you are licensed to do business in the State of Washington. Include a statement of the firm's ability to begin work upon full execution of the contract and a statement that the submission is a firm offer for a 90-day period.
3. Disclosure – Include a statement of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the City of Anacortes City Council or City staff.
4. Qualifications- Include a detailed statement of the qualifications of the firm. This should include organizational history, clients presently served, and extent of RFID self-check system work.
5. Resumes- Include a resume for the project manager assigned to this engagement.
6. Scope of Work - Completed Attachment #A.
7. Cost Summary - Completed Attachment #B.
8. Proponent Submission Form Attachment #C
9. Exceptions to Specifications - Completed Attachment #D (if applicable).

EVALUATION CRITERIA

The City will rank the proposals based upon several evaluation factors; including features as outlined in the RFP; installation timeline, company stability; technical support; and price. As such, the lowest price proposed will not guarantee an award recommendation.

A committee comprised of representatives from the City will review the Proposals for conformance with the requirements of the Request for Proposals. Conforming Proposals will be evaluated according to the criteria listed below.

The following represents the criteria which will be used in evaluating proposals include:

Requirements	Points
Technical Requirements of Hardware and Software	40 points
Delivery Date and Time Table for Providing Goods, Installation, Training and/or Services.	15 points
Company, Service and Technical Support, References	15 points
Total Cost Competiveness (Price)	30 points
TOTAL	100 points
Oral Presentation (if requested by City) in person or virtual platform	20 points
GRAND TOTAL	120 points

a) Oral Presentations (if applicable) and Final Scoring

- i. After the technical proposals have been evaluated, up to the top three (3) scoring proposers may be invited to demonstrate (in person or via virtual) their proposed platform.
- ii. Presentations provide the firms an opportunity to answer any questions or provide clarifications to the committee and to demonstrate their platform; however, no changes are allowed to be made to the originally submitted proposal.
- iii. The committee will score the firm’s presentations in the context of the criteria listed in Attachment A of this document and whether the presentation and responses enhance the scoring of the written proposals. Firms may receive up to an additional 20 points on the presentation.
- iv. Based upon the addition of the presentation scores to the written proposal scores, a final cumulative score for each finalist will be compiled, from which the selection of a firm will be made.

b) Tie Breaker

In the event of a tie during the evaluation process, the tie will be broken by taking the highest scoring proposer based on *Technical Requirements of Hardware and Software*. If these scores are also tied, then by taking the highest scoring proposer based on their *Pricing*.

NEGOTIATION OF PRICE AGREEMENT

The City reserves the right to negotiate a final contract which is in the best interest of the City considering cost effectiveness and quality central control. Once a tentative selection has been made by the evaluation committee, City staff will attempt to negotiate a contract with the preferred Proposer. If the negotiations are not successful, City staff will negotiate with other qualified Proposers in the order of their respective qualifications until an agreement is reached or City staff decides to terminate the selection process.

TERMS AND CONDITIONS

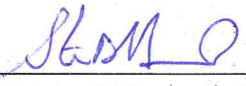
1. It is the responsibility of all offerors to examine the entire Request for Proposal (RFP) package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
2. The City is not responsible for any equipment or software failure that may cause delay or non-delivery of an electronic submittal. The official submission time of an electronic proposal will be as marked by Outlook in the City staff's email inbox.
3. At the appointed bid/proposal closing date and time, the City's Contract Specialist will download the applicable contents of the reserved mailbox and make them public accordingly.
4. The City is not responsible for electronic bids/proposals containing viruses that cannot be eradicated, or that are corrupted as a result.
5. The City reserves the right to reject any and all proposals, to waive minor irregularities in any proposal and to change the selection process or timeline.
6. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
7. The contract resulting from acceptance of a proposal by the City shall be in a form supplied by the City, as provided in **Attachment E**, and shall reflect the specifications in this RFP. This RFP and the awarded contractor's proposal shall become a part of the contract. The City reserves the right to reject any proposed agreement that does not conform to the specification contained in this RFP, and which is not approved by the City Attorney's Office.
8. The City shall not be responsible for any costs incurred by an interested party in preparing, submitting or presenting its response to the RFP.
9. All submitted documents are public and subject to disclosure.

COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. By submitting an Offer, the Vendor agrees to make the same bid terms and price, exclusive of freight and transportation fees, available to other such governmental agencies. The City of Anacortes will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

PROPOSER FAMILIARITY WITH REQUIREMENTS: Proposers must satisfy themselves of the accuracy of estimated quantities, specifications and contract requirements, by personal examination of any plans, specifications, all bid and contract documents, the site or sites or location of the proposed work, and by any other examination or investigation which they may desire to make as to the nature of the contract requirements or any difficulties to be encountered. The failure or omission of any Proposer to do any of the foregoing shall in no way relieve any Proposer from any obligation in respect to his/her proposal, and the Proposer shall not assert that there was a misunderstanding concerning the work or of the nature of the work to be done, or of the requirements of the contract.

Signed: _____


Steven D. Heglund, City Clerk-Treasurer

Publish: Skagit Valley Herald 4/15/19

ATTACHMENT A

Scope of Work

1. Cost - (complete Attachment B)

This request for Proposals is comprised of five distinct RFID components, namely:

- A. 1 (one) Customer Self Service Desk Model and 2 (two) Free Standing Models**, all with DVD unlocker compatible with DVD, Blu-Ray and CD boxes (Brand: Clear-Vu One Time cases), ILS Biblionix Apollo and current RFID tags (Bibliotheca RFID Tag square).
- B. 1 (one) Interior Self-Return Kiosk**. Must be wall mountable (flush mount) and compatible with RFID tags (Bibliotheca RFID Tag square) with intuitive software that makes it clear to patrons when items have been checked in.
- C. 5 (five) RFID Reader Pads and software with web based admin portal**. Must work with 64 bit architecture and be compatible with Biblionix Apollo ILS software and all the following computers:
 - Checkin computer 1 (brand, model, operating system) DELL, Optiplex 7010, Windows 10.
 - Checkin computer 2 (brand, model, operating system) DELL, Optiplex 7010, Windows 10.
 - Checkout computer 1 (brand, model, operating system) DELL, Optiplex 3240 AIO Series, Windows 10
 - Checkout computer 2 (brand, model, operating system) DELL, Optiplex 3240 AIO Series, Windows 10
 - Tagging station computer (Lenovo ThinkPad, Windows 7). Software for writing RFID tags compatible with same computer will be required.
- D. 1 (one) RFID Security Gate**. Must be compatible with the space (current gate is spaced approximately 7 feet wide with three pedestals), and our current RFID tags (Bibliotheca RFID Tag square)
- E. Rapid Inventory Software and Hardware**. Must be versatile and portable with Wi-Fi connection and RFID reader. Must be compatible with Biblionix Apollo ILS.

Proposers are allowed to bid on one or more sections in one response. Proposal must include: (a) estimated expenses of project and (b) total project cost, which should be submitted on a 'not to exceed' basis and (c) whether goods and/or components are available on an existing cooperative purchasing agreement (preferably on a public agency located within the State of Washington). Responding to all sections is not required. It is the City's intent to have all components supplied and delivered in one shipment by one vendor, but reserves the right to award contracts for each item listed above to different proposers. Proposer bids must be itemized in sufficient detail to allow the City to differentiate between distinct components and award bids accordingly. If proposers pricing is contingent on bulk quantities or package deals of multiple components then the package pricing must be clearly specified as a separate purchasing option. Include in proposal a detailed, line item, list of pricing of all elements of a fully functioning system, **using Attachment B**.

2. Project Management

The proposal shall include a project manager to oversee the project to ensure that it meets the requirements of the City and to be the key contact for the duration of the project. The project manager should be in attendance at the demo (if scheduled) and provide the overall introduction and explanation of the proposers offered solution.

3. Overall Requirements and Substitutions

The City has identified numerous requirements for this project. In your proposal, indicate whether the solution/equipment and/or services you are proposing comply with the following requirements and/or preference. For those elements where your proposed system does not meet the requirements, please provide an explanation of why it cannot meet that requirement and what level of performance it can deliver or offer. Proposers **use Attachment D**, non-compliance explanation sheet for explanations.

4. Software Licenses

Proposers must explicitly state the scope of all license agreements for any software associated with gates, self-service kiosks, standalone self-check machines, reader pads, etc. Any annual maintenance and support costs must be detailed. Roadmap and product sunset details must be included for proposed software licenses. If different cost and/or features structures apply for site licenses or per unit licenses, then the proposers must itemize the options so that the City may choose among the cost and feature offerings.

5. Guarantees and warranties

All guarantees and warranties should be stated in writing and submitted as part of the proposal. The proposers shall warrant that the system will meet the reliability and performance requirements set forth in the RFP and will continue to do so as long as the system remains under proposer maintenance.

6. Installation

Proposer shall install the system as specified in the RFP, by manufacturer trained technicians subject to exceptions made in the response and agreed upon in writing.

7. Tag Format

The City wants to ensure full interoperability among all components with the RFID system. All successful proposers will support the Bibliotheca RFID Tag square currently in use by APL on item materials.

8. Specific Technical Requirements, Training, and Service

Proposers must respond to every requirement contained in the Technical Requirements, and Service sections of the RFP by indicating 'YES' or 'NO' using the following criteria:

- Yes. Feature, function, product, or service is available as requested and is fully operational.
- No. Feature, function, product, or service is not available.

9. Health and Safety

To ensure the safety of the system, for both operators and the public, the following requirements must be met for any proposed system.

	Health and Safety	YES	NO
1.	All system components including monitors, computers, scanners, RFID readers, security gates, and customer self-service stations must meet all applicable UL certifications for adequate fire and safety compliance with US safety requirements.		
2.	Proposer shall provide documentation and certification listing numbers of UL approval.		
3.	All equipment must be FCC compliant.		
4.	Equipment and corridors must be in compliance with ADA guidelines for wheel chair clearance and ADA guideline for reach range standards.		
5.	All equipment must meet the EU WEEE (Waste Electrical and Electronic Equipment) Directive. RoHS prohibits lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBB) and polybrominated diphenyl ethers (PBDE) above certain maximum concentration levels for those substances.		
6.	All equipment must meet EU WEEE (Waste Electrical and Electronic Equipment) Directive which addresses the return at end-of-life, and recyclability/recoverability/reusability of waste electrical and electronic equipment.		

10. Cyber Security

	Cyber Security	YES	NO
1.	Will remote access to the City network for troubleshooting or maintenance support be required?		
2.	Do you have a cyber security program in place? If yes, attach the program details to your proposal.		

11. Customer Self-Service Checkout Stations

	Customer Self-Service Checkout Stations	YES	NO
Please provide visual and descriptive examples of the self-service checkout stations in your proposal. Vendors may be asked to provide an online or live demonstration.			
1.	Stations are capable of processing RFID tags in the same circulation transaction.		
2.	Stations can easily read current APL library cards and current APL material tags in a variety of formats and locations on the item.		
3.	Stations are equipped with DVD & CD unlockers compatible with DVD, Blu-Ray, and CD boxes (Brand: Clear-Vu One Time cases).		

4.	Stations are compatible with applicable ISO standards and other components of the Library's RFID system including the circulation desk computers, barcode scanners, labels, and receipt printers.		
5.	The proposed system's RFID self-checkouts units are able to read item specific identification numbers, communicate to the host circulation system (Biblionix Apollo) to update the Library's inventory, and turn the RFID security feature off.		
6.	The proposed system reads the Bibliotheca RFID Tag square currently used on material in the library.		
7.	The proposed system has the ability to be built into existing circulation desks with touch screen monitors that display instructions for use.		
8.	The proposed system utilizes a surface capacitive touch screen.		
9.	The proposed system has the ability to print out all information for a patron check-out transaction on a single receipt. The receipt should be customizable to incorporate library name, hours, etc.		
10.	The proposed system has the ability to perform check-out functions using RFID tags without reconfiguration.		
11.	The proposed system has the ability to perform item renewals without being required to have the item physically present.		
12.	The proposed system is capable of reading item tags located in various locations, including top or bottom of the front cover.		
13.	The proposed system's self-checkout units have customizable messages based on patron and item status.		
14.	The proposed system displays Biblionix Apollo ILS software system information relating to the patron or item status and will block usage if patron record is blocked due to a bill/problem.		
15.	The proposed system has a Standard Interface Protocol (SIP) connection to communicate with the library's database (ILS) and should be able to operate in non-SIP mode.		
16.	The proposed system provides visual and audible feedback during the transaction.		
17.	Stations display the total item count and title information for all items which are simultaneously processed to ensure complete check-out transaction processing.		
18.	The proposed system must include a data error check routine to prevent reading partially scanned or incorrectly scanned barcodes.		
19.	All station equipment comes with a minimum four (4) year warranty.		
20.	Proposer provides a list of equipment recommended including unit pricing for each major component.		
21.	The self-checkout hardware meets ADA guidelines, and includes features, such as a large touch-screen interface, user-selectable high-contrast interface, and large type size.		
22.	The user interface must be intuitive and must support at least English and Spanish. Additional language packages provided and/or supported by the proposers are a plus.		

23.	The physical construction of the self-service kiosk must be physically rugged and capable of withstanding substantial hard use and abuse. The kiosk must be childproof and devoid of sharp edges, pinch hazards, or tip hazards. The kiosk must be seismically stable or secured to stable architecture (bolted to the floor, walls, etc.)		
24.	The proposed system stations deactivate the theft or security status on the materials when checked out.		
25.	The proposed system has the ability to perform off-line transactions and maintain records of all items checked out when the ILS is offline, and then upload transactions when the ILS is back online.		
26.	The proposed system turns on/off the security to allow secure Library operation during offline situations.		
27.	The proposed system provides performance statistics that can be accessed through the web. Data is broken down by day of the week and hour of the day. Data includes: number of transactions, type of transaction, and number of successful and unsuccessful transactions.		
28.	The proposed system offers the patron the option of email, paper receipt or no receipt.		
29.	The proposed system offers web-based remote monitoring and diagnostics which must include instant email notification, monitoring of checkout rates, web-based troubleshooting, configuration, and the ability to obtain statistics for each machine.		
30.	The proposed self-checkout system provides at least 90% first time user success for the library customer. Please provide data and detail of analysis to support claim.		

12. Interior Self-Return Kiosk

	Interior Self-Return Kiosk	YES	NO
1.	Self-Return kiosk must be compatible with Biblionix Apollo and Bibliotheca RFID Tag Square RFID tags.		
2.	The Self-Return kiosk must be a wall surface-mounted unit that allows patrons to self-return items.		
3.	The Self-Return Kiosk software must be intuitive for users making it clear when items are checked in.		
4.	The Self-Return Kiosk should have the ability to print receipts indicating items are checked in.		

13. RFID Reader Pads

	RFID Reader Pads	YES	NO
1.	The proposed system has a thin (less than 5/8") reader pad that provides easy installation.		
2.	The proposed system is compatible with the Library's standard circulation desk computers, barcode scanners, and receipt printers.		
3.	The proposed system is able to mount in, on, or under the work surface of a circulation station.		
4.	The proposed system readers function when positioned under existing library wooden or laminate-topped desks.		
5.	The proposed system has an RFID read range of 8 inches minimum for book tags.		
6.	The proposed system reader is able read current tags used by APL.		
7.	The proposed system provides a displayed count of the number of items processed simultaneously to ensure complete check-in/out transaction processing.		
8.	The proposed system does not require mouse activations to process most items. (Exceptions made for configuration changes, error handling).		
9.	The proposed system allows configuration of item identifier parameters to automatically prevent programming of partially scanned or incorrectly scanned barcodes.		
10.	The proposed system has the option to integrate into an ILS (Biblionix Apollo) circulation client so that it accepts and responds to commands from the ILS (Biblionix Apollo) client.		
11.	The proposed system has the option to allow the ILS (Biblionix Apollo) circulation client to turn on or off security without requiring any additional steps.		
12.	The proposed system is able to process sets and provide a notification if a missing part is detected.		
13.	The proposed system is able to block or prompt the user on sets with missing parts prior to sending data to the ILS (Biblionix Apollo). This capability must be configurable.		
14.	The proposed system permits configuration of RFID reader power to limit read range if desired by the user.		
15.	The proposed system permits the operator to access commands to set or reset tag security independent of the ILS (Biblionix Apollo).		
16.	The proposed system is configurable to turn off the reader transmitter when the ILS is not requesting RFID reads.		
17.	Proposers will provide UL listing number for proposers supplied staff workstation components. Include a copy of the UL certificate as an attachment.		
18.	Client software (RFID) must be capable to running in Windows 2010 or higher, 64 bit, at a non-administrative level.		

14. Compatibility with Biblionix Apollo ILS software

	Compatibility with Biblionix Apollo ILS software	YES	NO
1.	Self-check systems must be compatible with Biblionix Apollo ILS software and be able to provide an easy to use, customizable patron interface for checkout and renewals.		
2.	Self-Return Kiosk must be compatible with Biblionix Apollo ILS software and be able to provide an easy to use, customizable patron interface.		

15. Security Gate

The APL has one entrance/exit with a three pedestal gate spaced approximately 7 feet wide. The requirements for the replacement security gate are as follows:

	RFID Security Gates	YES	NO
1.	Security system supports standard TCP/IP network.		
2.	The security system can read tags on items being carried through the security system with 99% accuracy regardless of the orientation of the tags as they pass between the detection gates.		
3.	There shall be no dead zones between the security gates or between the gates and a wall which would allow a patron to exit the library without detection. Structural barricades may be used if necessary to prevent circumvention around the gates.		
4.	Security system's false alarms do not exceed 1 per 1,000 when items are carried out by a customer.		
5.	The detection system is shielded from external electromagnetic interference from light fixtures, computer monitors, etc.		
6.	Proposer will make appropriate accommodations for architectural requirements (proximity to metal and/or electronics) that affect the gate efficiency.		
7.	Security system (gates) includes secured hardware that prevents physical tampering.		
8.	Security system provides offline transaction functionality (provides item security even when the ILS or network is offline).		
9.	The system offers multiple install options, including direct mount with ADA compatible threshold plate, base plate (only minor floor modification required for installation), buried cables (recessed conduit under carpeted floor).		
10.	Proposer provides training to APL staff on use, monitoring, troubleshooting, and maintaining the security gates.		
11.	The security gates must be able to be bolted to the floor so as to be seismically secured.		
12.	The security gates must comply with ADA guidelines and the aisles between the security frames must be at least 36 inches.		
13.	The security gates will include an integrated people counter, which will be bi-directional and can be reset by the library staff.		

14.	The location of the security gates will be identical to existing gates, unless explicitly stated otherwise.		
15.	Proposer provides a list of all necessary architectural and infrastructure modifications to be done at the APL location.		
16.	System must interface with Biblionix Apollo ILS system.		
17.	The alarm system for the security gates will be configurable for visual and audible alarms. The audible alarms will have volume controls.		
18.	Proposer security system equipment includes a minimum one year warranty.		
19.	System is easy to turn off or disable.		
20.	Self-diagnostic tests are available to monitor the system and insure that it is operating correctly.		
21.	System has a centralized management interface and is able to issue visible or audible warnings if the system malfunctions.		
22.	Proposer security system includes clean and efficient cable management options.		
23.	Gates respond to security bit setting on RFID tag of items passing through the gates.		
24.	All transmitted data is secured via password protection or encryption or other means to prevent tampering.		
25.	Replacement gates will be able to use the same cabling methodology as existing gates, unless explicitly stated otherwise. No concrete cutting for conduit will be allowed. Threshold wiring will be used.		

16. Rapid Inventory Software Mobile Outreach & Inventory

	Rapid Inventory Software & Hardware	YES	NO
1.	Mobile with Wi-Fi and RFID reader, that it can be used as inventory management or a portable checkout station.		
2.	Must be compatible with Biblionix Apollo and Bibliotheca RFID Tag Square RFID tags		

17. Company, Service, Cost and Support Requirement

Proposers must describe their proposed options for service agreements. The service agreements must explicitly state which repair and maintenance services will be provided by the proposers vs. the services and repairs – if any- are expected from City. If any maintenance and/or repairs are required of the City staff, then the expectations for said maintenance must be clearly stated in the service agreements and the proposers must provide expert technical consultation and software support on an as-needed basis at no additional cost. All warranty and service agreements must be applicable to all hardware and software elements, and must also apply to both standard and optional system components.

	Company, Service and Support Requirements	YES	NO
1.	User training will be provided by the proposers and will take place at the Anacortes Public Library location. Training shall be provided at no additional charge.		
2.	Proposer provides live phone support Monday through Friday 9:00 a.m. – 5:00 p.m. PST.		
3.	Proposer provides on-call support services 24/7 with a guaranteed response time of two hours.		
4.	Proposer provides 24 hour or better turnaround for onsite support calls during business hours and 48 hour turnaround on the weekends.		
5.	Proposer’s average time between support request to final resolution is less than 5 days.		
6.	Proposer does not partner or subcontract with another company for support.		
7.	Maintenance/service agreement must be renewable on an annual basis, at the same cost for the first five years. Upgrades are included in the maintenance/service agreement at no cost. First year maintenance cost for all hardware and software shall be included at no charge to the City.		
8.	Proposer will provide an optional yearly maintenance or service contract for all equipment provided.		
9.	Proposer offers a 12 month 100% money-back performance guarantee on all equipment purchased and covered by 12 month warranty or service agreement.		
10.	Detailed support documentation is provided with equipment, at no extra cost.		
11.	The successful proposer will offer a 100% performance guarantee. If the system and/or components do not perform to the level of performance specified in the specification document for this product, the proposers must either make the system meet the specified performance level or refund the entire purchase price and remove the system at no charge to the City.		

18. Delivery, Installation, and Setup Requirements

	Delivery, Installation, and Setup Requirements	YES	NO
1.	All units will be delivered FOB Destination - Freight Prepaid, installed and fully functional by August 30, 2019.		
2.	Proposer will detail site requirements for all equipment no later than 30 days before delivery is scheduled.		
3.	Proposer will arrange unpacking and placement of all equipment which it furnishes and removal of all debris generated by the installation of the equipment.		
4.	Proposer will certify in writing when each installation is complete and ready for use by the public.		
5.	Proposer supplies a detailed project timetable for installation, deployment, and implementation of all relevant project components included in the proposal. (Example: Self-check stations, security gates, kiosks).		

19. Client references for similar work performed

Proposer shall submit a listing of five (5) to ten (10) previous public library customers who purchased self-service check stations that use radio frequency identification (RFID) and media overlays and checkout items using tags during the past **five (5) years**. The services provided to these clients must have characteristics as similar as possible to those requested in this RFP, and the hardware and software in use must be the same as being proposed. Information for each client must include the following:

- Clients name
- Date of purchase
- Contact person
- Title
- Address
- Phone number
- E-mail address

Failure to provide the above information may result in the Proposer being disqualified and its proposal not considered. The City of Anacortes reserves the right to contact any and all references and to obtain, without limitation, information regardless of the Proposer’s performance on the listed jobs. The City reserves the right to contact any and all references to obtain, without limitation, ratings for the following, but yet not limited to, performance indicators:

- How would you rate the firm’s knowledge, skills and efforts in providing self-check equipment, initial configuration and training?
- How would you rate the firm’s knowledge, skills and efforts in providing security gate, initial configuration and training?
- How satisfied were you with the performance of the self-check?
- How satisfied were you with the performance of the security gates?
- How satisfied were you with the technical support and service provided by this company?
- How satisfied were you with the response time between placing a service call and final resolution?
- Would you purchase equipment/materials again from this proposer?

ATTACHMENT B COST SUMMARY

Bid Item	Quantity		Price Each	Total Price
Components				
1	1	Customer Self-Service Desk Model	\$	\$
2	2	Customer Self-Service Free-Standing Model	\$	\$
3	1	Interior Self-Return Kiosk	\$	\$
4	5	RFID Reader Pads With Software	\$	\$
5	1	Security Gate (One Door Entrance/Exit – Three Pedestals)	\$	\$
6	1	Rapid Inventory Software and Hardware	\$	\$
7	1	FOB Destination – Freight Prepaid Shipping	\$	\$
Implementation Services				
8	1	Project Management and Planning	\$	\$
9	1	Testing	\$	\$
10	1	Guarantees and Warranties	\$	\$
11	1	Interfaces	\$	\$
12	1	Installation/Configuration	\$	\$
13	1	Training and Documentation	\$	\$
14	1	Technical Consultation and Software Support	\$	\$
Ongoing Costs - Provide cost for annual maintenance agreement after first year. Indicate any multi-year discount. Costs should be provided for up to 5 years.				
15	1	Software and Licenses	\$	\$
16	1	Upgrades and Updates	\$	\$
17	1	Maintenance and Repairs	\$	\$
18	1	Warranties	\$	\$
19	1	Technical Consultation and Software Support	\$	\$
			Sub-Total	\$
			8.7% Sales Tax	\$
			Total	\$

Prices submitted shall be firm for the term of the agreement period. Total price should include sales tax, and delivery and shipping of all items F.O.B. to the Anacortes Public Library, 1220 10th St, Anacortes, WA 98221.

**ATTACHMENT C
PROPONENT SUBMISSION FORM**

(To be submitted by the Authorized Representative of the Proponent)

**REQUEST FOR PROPOSALS
#18-056-LIB-001**

Closing Time: May 3, 2019 at 2:00pm local time

In consideration of the City of Anacortes' agreement to allow the undersigned (Proponent) to participate in the Request for Proposal (RFP), issued April 15, 2019 the Proponent hereby agrees that:

1. Understanding of Proposal Call Process

The Proponent acknowledges and agrees:

- a) This is not a tender process. An RFP has been issued seeking Proposals from Proponents. The Preferred Proponent will be selected based on mandatory and non-mandatory criteria detailed in the RFP;
- b) The proposal call process will include opportunities to discuss aspects of the Proponent's proposal with project management representatives that are either employed, or appointed, by the City;
- c) That it will commit to providing a Proposal which includes the full scope of services required for this Project as indicated in the RFP; and
- d) That it will comply with the procedures and process detailed in the RFP.

2. Limitation of Damages

The Proponent:

- a) agrees not to bring any Claim against the City or any of its employees, advisers, or representatives for damages in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal for any matter in respect of this RFP, including:
 - I. if the City accepts a non-compliant proposal or otherwise breaches (including breach of material terms) the terms of this RFP; or
 - II. if the Project is modified, suspended, or cancelled for any reason (including modification of the scope of the Project or modification of this RFP or both) or the City exercises any rights under this RFP; and
- b) waives any and all Claims against the City or any of its employees, advisers, or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the City and the Proponent for any reason, including:
 - I. if the City accepts a non-compliant proposal or otherwise breaches (including breach of material terms) the terms of this RFP; or
 - II. If the Project is modified, suspended, or cancelled for any reason (including modification of the scope of the Project or modification of this RFP or both) or the City exercises any rights under this RFP.

3. Proponent's Representative

The Proponent's Representative identified below is an officer of the company and is fully authorized to represent the Proponent in any and all matters related to its Proposal.

THE UNDERSIGNED, having carefully read the requirements contained within this RFP,

DO HEREBY OFFER, in accordance with said requirements, provision of required services according to all conditions within the RFP.

COMPANY NAME

ADDRESS

CITY

AUTHORIZED REPRESENTATIVE

EMAIL ADDRESS

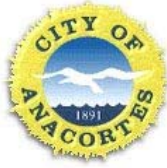
NAME OF COMPANY OFFICIAL (PLEASE PRINT)

DATE

We acknowledge receipt of the following addenda which shall be considered as part of the proposal documents:

Addendum # _____ through # _____

All and any addendums will be issued on the City's website at <https://www.anacorteswa.gov/Bids.aspx> by 12:00pm, PST, on April 26, 2019. An acknowledgement of addenda issued for the RFP is not mandatory for successful submission.



CONTRACT 19-075-LIB-001
Between
THE CITY OF ANACORTES
AND
“CONTRACTOR”

LIBRARY RFID EQUIPMENT

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as “City”) and CONTRACTOR a private contractor at ADDRESS (herein after referred to as “Contractor”).

1. **Scope of Work.** The Contractor shall provide materials and perform the services described in Attachment A, attached hereto and incorporated herein by this reference, and in accordance with and as described in the City of Anacortes document entitled “RFP Library RFID Equipment 19-075-LIB-001” issued April 15, 2019 which is hereby incorporated by reference and made a part hereof.
2. **Price and Payment Terms.** City shall pay the Contractor according to the sum and schedule described in Attachment A, for a firm fixed price of **PRICE \$\$**, which includes \$\$ at an 8.7% sales tax rate.
3. **Time of Completion.** The Contractor shall begin work upon contract execution, and all work shall be completed and components fully operational by August 30, 2019.
4. **Delivery.** Advance coordination of the work shall be made with the Project Manager Jeffrey Vogel (360)588-8128. The Contractor shall:
 - a. Deliver the items specified on the Contract to the Anacortes Public Library, 1220 10th St, Anacortes, WA 98221 (FOB Point), within the time specified by the City. Timely delivery is of the essence to this Contract.
 - b. When shipping item(s) to the City, Contractor must ship FOB Destination – Freight Prepaid, and shall obtain shipping insurance for the value of the item(s) through the shipping carrier with pre-approval of and at the cost of the City.
 - c. Ensure all deliveries are made on a business day, during business hours (Monday through Friday, except City Council designated holidays, from 8:00 am, to 5:00 pm).
 - d. Provide, at no additional charge, any equipment, labor, packaging, crating or padding necessary to load, tie down and unload the item(s) to be delivered, so that they may be transported in a normal, safe manner without damage.
 - e. Be liable for all risks for the item(s) until accepted by the City. The Contractor is responsible for any freight charges incurred in delivering the item(s) to the "FOB Point." A representative of the City will sign the Contractor's delivery ticket to acknowledge receipt of the item(s) by the City. Unless the Contractor receives such signature, the City shall not be responsible for the receipt of the item(s). The City retains the right to inspect the delivered item(s) prior to acceptance, and shall not accept item(s) that do not conform to the requirements of this Contract.
5. **Cyber Security.** Contractor must comply with all City of Anacortes cyber security policies and standards, and all access to the City's network must first be approved by the City's Information Systems Manager.
6. **Acceptance.** Contractor acknowledges and agrees that these General Provisions are incorporated in, and are a part of, each purchase order or other Contract relating to the provision of goods and/or related services by Contractor. These General Provisions supersede all conflicting or additional terms pre-printed on any purchase order, quote, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.
7. **Warranty.** Contractor shall warrant all provided materials as described in Attachment A.
8. **Taxes.** The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title. The City is exempt from Federal Excise Tax. Where applicable the City shall furnish a Federal Excise Tax Exemption certificate.

9. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Title, Contract Number and Price, or Amended Price. The Contractor must invoice **MONTHLY** for quantities delivered during the invoice period. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. Contractors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution.

The City shall notify the Contractor within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Contractor shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

10. **Withholding Payment.** In the event the City determines that the Contractor has failed to perform any obligation under this Contract within the times set forth in this Contract, then the City may withhold from amounts otherwise due and payable to Contractor the amount determined by the City as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to terminate or damages, provided that the City promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts otherwise due. A determination of the City Attorney set forth in such notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Contract. The City may act in accordance with any determination of the City Attorney which has become conclusive under this clause, without prejudice to any other remedy under the Contract, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the City under this clause.

11. **Final Payment: Waiver Of Claim** the Contractor's acceptance of final payment (excluding withheld retainage) shall constitute a waiver of claims, except those previously and properly made and identified by the Contractor as unsettled at the time request for final payment is made.

12. **Insurance Requirements**

A. **Insurance Term:** The Supplier shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the Public Entity.

B. **No Limitation:** The Supplier's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Supplier to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. **Minimum Scope of Insurance:** The Supplier shall obtain insurance of the type and coverage described below:

Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Supplier's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 04 13 or a substitute endorsement providing at least as broad coverage.

D. **Minimum Amounts of Insurance:** The Supplier shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

E. **Other Insurance Provision:** The Supplier's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Supplier's insurance and shall not contribute with it.

F. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

G. Verification of Coverage: The Supplier shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Supplier before goods, materials or supplies will be accepted by the Public Entity.

H. Notice of Cancellation: The Supplier shall provide the Public Entity with written notice of any policy cancellation, within two business days of their receipt of such notice.

I. Failure to Maintain Insurance: Failure on the part of the Supplier to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days notice to the Supplier to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Supplier from the Public Entity.

J. Public Entity Full Availability of Supplier Limits: If the Supplier maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Supplier, irrespective of whether such limits maintained by the Supplier are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Supplier.

13. Inspection.

A. **Of the Work**

All materials furnished and work done shall be subject to inspection. The City Project Manager administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or work approved and later found to be defective shall be replaced without cost to the City.

B. **Project Manager's Authority**

The Project Manager shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the City Attorney whose decision shall be final. The Contract shall be carried out under the general control of the representative of the City administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City. The Contractor shall comply with any and all orders and instructions given by the representative of the particular Department administering the Contract in accordance with the terms of the Contract. Nothing herein contained, however, shall be taken to relieve the Contractor of his/her obligations or responsibilities under the Contract.

14. **Defense and Indemnity Contract.** The Contractor shall defend, indemnify and hold the City, its appointed and elective officers, officials, employees and volunteers harmless from any and all claims, injuries, including death at any time resulting there from, damages, losses or suits including attorney fees, to the extent caused by negligent acts, errors or omissions of the Contractor in performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

15. **Registered or Licensed.** The City is prohibited from executing an Agreement with a Contractor who is not registered or licensed as required by the laws of the state. In addition, a City of Anacortes business license is required for any business working inside the city limits whose annual value of products, gross proceeds of sales, or gross income of the business in the city is more than \$2,000. Business licenses can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

16. **Discrimination Prohibited.** During the performance of this Agreement, the Contractor and subcontractors shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability,

honorably discharged veteran or military status, pregnancy, sexual orientation, gender identity, or any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. Contractor agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

17. **Assignment/Subcontract.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of City. No such written approval shall relieve the Contractor of any obligations of this Contract, and any transferee or subcontractor shall be considered the agent of the Contractor. Contractor shall remain liable as between the original parties to this Contract as if no such assignment had occurred.

18. **Contractor is an Independent Contractor.** The parties intend that an independent Contractor relationship will be created by this Contract. No agent, employee or representative of the Contractor shall be deemed to be an agent, employee or representative of the City for any purpose. Contractor shall be solely responsible for all acts of its agents, employees, representatives and Sub-Contractors during the performance of this Contract.

19. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultant. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure.

20. **Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or suit against City on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any material furnished or work or services performed hereunder, Contractor shall defend City against any such suit or claim and hold City harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.

21. **The City's Right to Terminate Contract.**

A. **Termination for Default**

If the Contractor defaults by failing to perform any of the obligations of the Contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Contract, and at the City's option, obtain performance of the work elsewhere. If the Contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the Contract until the Scope of Services under this Contract has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. **Termination for Public Convenience**

The City may terminate the Contract in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit Contract prices for completed items of work through the date of termination. An equitable adjustment in the Contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Contract by the City.

22. **Changes/Additional Work.** The City may engage Contractor to perform services in addition to those listed in this Contract, and Contractor will be entitled to additional compensation for authorized additional services or materials. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both parties to this

Contract. If conditions are encountered which are not anticipated in the Scope of Services, the City understands that a revision to the Scope of Services and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate the Contractor to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this Contract is approved in writing by both parties.

23. **Non-waiver.** Waiver by the City of any provision of this Contract or any time limitation provided for in this Contract shall not constitute a waiver of any other provision.

24. **Covenant Against Contingent Fees.** The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

25. **Disputes**

A. **General**

Differences between the Contractor and the City, arising under and by virtue of this Contract shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The provisions of this Clause shall survive the expiration or termination of this Contract.

B. **Notice of Potential Claims**

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

C. **Detailed Claim**

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

D. **Dispute Resolution**

In the event of a dispute between the City and the Contractor arising out of this Contract, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Contractor to have oversight over the administration of this Contract. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute.

In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties.

If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

26. **Force Majeure.** Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. Notification: If either party is delayed by force majeure, said party shall provide

written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract. Rights Reserved: The City reserves the right to cancel the Contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the City.

27. **Governing Law.** This Contract shall be governed by and construed under the laws of the State of Washington. Any action brought under the Contract or relating to the Project shall be brought in the Superior Court of the State of Washington in Skagit County Washington.

28. **Compliance with Laws.** The Contractor in the performance of this Contract shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Contract to assure quality of services.

29. **Severability.** If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Contract are declared severable.

30. **Survival of Contract Termination.** The provisions of the following paragraphs and the liability of the Contractor for default during the term of the Contract shall survive, notwithstanding the termination or invalidity of this Contract for any reason: Taxes; Warranty; The City's Right to Terminate Contract; Governing Law; Defense & Indemnity; Disputes.

31. **Notices.** Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mail, with proper postage and properly addressed. Notices shall be sent to the following address:

CITY:
City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221

CONTRACTOR:

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Contract and agree to be bound accordingly;

CITY OF ANACORTES

CONTRACTOR

By _____
Laurie Gere, Mayor

By _____
Signature

Date _____

Printed Name

Title _____

Date _____