



**PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL**

**20-027 AUTOMATED MATERIALS
HANDLER FOR NRH LIBRARY**

**BIDS DUE TUESDAY, SEPTEMBER 15, 2020
BY 11:00 A.M.**

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INVITATION TO BID

The City of North Richland Hills is accepting sealed bids from all interested parties for:

- Bid Number: 20-027
- Bid Type: REQUEST FOR PROPOSAL
- Bid Name: AUTOMATED MATERIALS HANDLER FOR NRH LIBRARY
- Bid Due Date: Tuesday, September 15, 2020
- Bid Due Time: 11:00 A.M. Central Standard Time
- Pre Bid Conference: 08:00 A.M. Central Standard Time Thursday September 3, 2020
- Location: 9015 Grand Avenue, North Richland Hills, TX 76180
- Deadline for questions:
 - Date: Thursday, September 10, 2020
 - Time: 12:00 P.M. Central Standard Time

DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY VIA:

www.publicpurchase.com

No oral explanation in regards to the meaning of the specifications will be made, and no oral instructions will be given after the pre-bid meeting and before the award of the contract. Requests from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing as a question related to this bid on Public Purchase and the question will be answered on Public Purchase. All addendums will also be posted to Public Purchase. It will be the vendor's responsibility to check all information related to this bid on Public Purchase before submitting a response.

The City of North Richland Hills reserves the right to reject in part or in whole all bids submitted, and to waive any technicalities for the best interest of the City of North Richland Hills.

GENERAL CONDITIONS

In submitting this bid, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

1. BID TIME

It shall be the responsibility of each Bidder to ensure his/her bid are submitted to the Public Purchase website on or before **11:00 A.M. Tuesday, September 15, 2020**. The official time shall be determined by the Public Purchase Website. The Public Purchase Website will NOT allow bid responses to be uploaded after the closing time.

All attached bid documents are to be returned completely filled out, totaled, and signed. The City of North Richland Hills will not accept any bid documents other than the attached.

2. WITHDRAWING BIDS/PROPOSALS/QUOTES

Bids may be withdrawn at any time prior to the official opening; request for non-consideration of bids must be made in writing to the Purchasing Manager and received prior to the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids.

3. IRREGULAR BIDS/PROPOSALS/QUOTES

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City.

4. REJECTION/DISQUALIFICATION

Bidders will be disqualified and/or their bids rejected, among other reasons, for any of the specific reasons listed below:

- a) Bid received after the time set for receiving bids as stated in the advertisement;
- b) Reason for believing collusion exists among the Bidders;
- c) Bid containing unbalanced value of any item; bid offering used or reconditioned equipment;
- d) Where the bidder, sub-contractor or supplier is in litigation with the City of North Richland Hills or where such litigation is contemplated or imminent;
- e) Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
- f) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
- g) Bid containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the Owner's opinion may disqualify the Bidder.

However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City of North Richland Hills.

5. BID EVALUATION

Award of bid, if it be awarded, will be made to the lowest responsible bidder or may be awarded to the bidder that offers the goods and/or services at the *best value* for the City (Texas Local Government Code, 252.043). In determining the best value the City will consider the following:

- a) The purchase price; terms and discounts; delivery schedule;
- b) The reputation of the bidder and of the bidder's goods or services;
- c) The quality of the bidders' goods or services;
- d) The extent to which the bidder's goods or services meet the City specifications and needs;
- e) The bidder's past relationship with the City;
- f) Total long term cost to the city to acquire the bidder's goods or services;
- g) Any relevant criteria specifically listed in the specifications;
- h) Compliance with all State and local laws, General Conditions and Specifications;
- i) Results of testing, if required;
- j) Warranty and/or guarantee, maintenance requirements and performance data of the product requested;
- k) City's evaluation of the bidder's ability to perform to specifications.

6. AWARD OF BID

The bid award will be made within sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The City of North Richland Hills reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Bidder shall state on bid form if their bid is "all or none", otherwise it shall be considered as agreeing to this section.

Information contained in submitted bid documents shall not be available for inspection until after the award has been made by the City Council. Requests for this information must be submitted in writing.

7. ASSIGNMENT

The successful bidder may not assign his/her rights and duties under an award without the written consent of the North Richland Hills City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

8. SUBSTITUTIONS/EXCEPTIONS

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with bid. NO substitutions or changes in the specifications shall be permitted after award of bid without prior written approval by the Purchasing Manager.

9. DELIVERY/ACCEPTANCE

The delivery date is an important factor of this bid and shall be considered during the evaluation process. The City considers delivery time the period elapsing from the time the order is placed until the City receives the order at the specified delivery location. All material shall be delivered F.O.B. City of North Richland Hills to the address specified at the time of order. Acceptance by the City of North Richland Hills of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied, nor shall it be considered an acceptance of material not in accordance with the specifications thereby waiving the City of North Richland Hills right to request replacement of defective material or material not meeting specifications.

10. NOTICE OF DELAYS

Whenever the contractor encounters any difficulty which is delaying or threatens to delay timely performance, written notice shall immediately be given to the Purchasing Manager, stating all relevant

information. Such notice shall not in any way be construed as a waiver by the City of any rights or remedies to which it is entitled by law. Delays in performance and/or completion may result in cancellation of agreement.

11. SALES TAX

The City of North Richland Hills is exempt from Federal Excise and State sales tax; therefore tax must not be added to bid.

12. TIE BIDS

In the event of a tie bid, State Law provides the bid or contract shall be awarded to the local bidder. In cases where a local bidder is not involved, tie bids shall be awarded by drawing lots at the City Council meeting, or as otherwise directed by the Mayor.

13. BRAND NAME OR EQUAL

If items are identified by a "brand name" description, such identification is intended to be descriptive, not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. As used in this clause, the term "brand name" includes identification of products by make and model.

Such products must be clearly identified in the bid as an equal product and published specifications of the equal products offered must be included with the bid reply.

Bids offering equal products will be considered for award if determined by the Purchasing Manager and the user department to be equal in all material respects to the brand name products referenced. The decision of acceptable "equal" items or variations in the specifications will solely be the City of North Richland Hills. Unless the bidder clearly indicates in his/her bid that he is offering an "equal" product, his bid shall be considered as offering the brand name product referenced in the invitation for bids.

14. REFERENCES

A minimum of three (3) references, preferably located within the Dallas/Fort Worth Metroplex, must be submitted with each bid. Company name, contact and phone number must be included with each reference.

15. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS

No employee of the City of North Richland Hills shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City (CMA-074, Standards of Conduct, Section IV).

16. TERMINATION/NON PERFORMANCE

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the City. The City of North Richland Hills reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1.) Meet delivery schedules or, 2.) Otherwise not perform in accordance with these specifications.

Breach of contract or default authorizes the City to award to another bidder, and/or purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation without cause.

17. ATTORNEYS FEES

Neither party to this contract shall be entitled to attorney fees for any matter arising under this contract, whether for additional work, breach of contract, or other claim for goods, services, or compensation. All claims for attorney's fees are hereby WAIVED.

18. INDEMNITY

City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including claims for copyright and patent infringement, and including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity. Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance.

19. PERFORMANCE AND PAYMENT BONDS

In the event the total contract amount exceeds \$100,000, the Contractor shall be required to execute a performance bond in the amount of one hundred (100) percent of the total contract price; if the total contract amount exceeds \$50,000 the contractor shall be required to execute a payment bond in the amount of one hundred (100) percent of the total contract price, each in standard forms for this purpose, guaranteeing faithful performance of work and guaranteeing payment to all persons supply labor and materials or furnishing any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the City of North Richland Hills. No exceptions to this provision allowed.

Unless otherwise approved in writing by the City of North Richland Hills, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

20. INTERLOCAL AGREEMENT

Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of North Richland Hills.

☒ Yes, we agree

☐ No, we do not agree

21. ELECTRONIC PROCUREMENT

The City of North Richland Hills has adopted policies and procedures complying with Local Government Code Section 252.0415, Section 271.906 and Section 2155.062. The City of North Richland Hills may receive submittals in electronic form in response to procurement requests. However, a bid that is submitted non-electronically by the due date and time will be accepted and then entered electronically by Purchasing after the bid opening.

22. COMPLIANCE WITH SB 89:

Vendor agrees per HB 89 of the 85th Texas Legislative Session, and in accordance with Chapter 2270 of the Texas Government Code, vendor has not and shall not boycott Israel at any time while providing products or services to the City of North Richland Hills.

☒ Yes, we agree

☐ No, we do not agree

23. COMPLIANCE WITH SB 252:

Vendor agrees per SB 252 of the 85th Texas Legislative Session, and in accordance with Chapter 2252 of the Texas Government Code, vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of North Richland Hills.

☒ Yes, we agree

☐ No, we do not agree *

* By selecting no, vendor certifies that it is affirmatively excluded from the federal sanctions regime by the United States government and is not subject to the contract prohibition under Section 2252.154 of the Texas Government Code. Vendor shall provide sufficient documentation to the City of such exclusion prior to award of any contract for goods or services.

24. ETHICS AND COMPLIANCE POLICY

The City's Ethics and Compliance Policy can be found at The City of North Richland Hills Purchasing Division webpage - Or you may request a copy from the Purchasing Division. Acknowledgment - The City of North Richland Hills' Internal Ethics and Compliance Policy has been made available to me. I understand the expectations of ethical behavior and compliance with the law, and agree to adhere to the City's ethics policies.

<https://www.nrhtx.com/DocumentCenter/View/389/Code-of-Ethics---PDF?bidId>

☒ I agree

☐ I do not agree

25. DEPARTMENT OF TRANSPORTATION (TXDOT) RELATED BIDS

"The City of North Richland Hills, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award." Due care and diligence has been used in preparation of this information, and it is believed to

be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of North Richland Hills and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

INSURANCE REQUIREMENTS

Contractors performing work on City property or public right-of-way for the City of North Richland Hills shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of North Richland Hills.

Listed below are the types and amounts of insurance generally required. The City reserves the right to amend the insurance requirements or require additional types and amounts of coverages or provisions depending on the nature of the work or services to be performed.

Type of Insurance	Amount of Insurance	Provision
1. Commercial General Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability f) Personal/Advertising Injury g) Medial Expense h) Fire Legal Liability i) Underground Hazard j) Explosion/Collapse Hazard k) Patent Infringement l) Copyright Law Violations	\$1,000,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30 day-notice of cancellation or material change in coverage City prefers that insurer be rated B+V1 or higher by A. M. Best or A or higher by Standard & Poor's
2. Consultants, architects, engineers, Landscape design specialist, other professional services	\$500,000 Professional Liability with proof that aggregate is still available.	
3. Workers' Compensation & Employers' Liability	Statutory Limits \$500,000 each accident	Alternate employer endorsement required
4. Comprehensive Automobile Liability Insurance, including coverage for loading and unloading hazards, for a) Owned/Leased Vehicles b) Non-Owned Vehicles c) Hired Vehicles	\$500,000 Combined single limit for bodily injury and property damage	

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Diversified Insurance Industries, Inc. 307 International Circle Suite 610 Hunt Valley MD 21030	CONTACT NAME: Julee Hager PHONE (A/C, No, Ext): 410-433-3000 E-MAIL ADDRESS: julee.hager@dii-ins.com FAX (A/C, No): 410-433-3440
INSURED Envisionware Inc 2855 Premiere Parkway, Suite A Duluth GA 30097	INSURER(S) AFFORDING COVERAGE INSURER A: Great Northern Insurance Co* INSURER B: Federal Insurance Co.* INSURER C: Chubb Indemnity Ins Co.* INSURER D: INSURER E: INSURER F:
	NAIC # 20303 20281 12777

COVERAGES**CERTIFICATE NUMBER:** 22301327**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		35943516EUC	1/8/2020	1/8/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73565308	1/8/2020	1/8/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			79876897	1/8/2020	1/8/2021	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	71741378	1/8/2020	1/8/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Errors & Omission			35943516EUC	1/8/2020	1/8/2021	Per Claim \$1,000,000 Aggregate \$1,000,000 Deductible \$25,000
A	Cyber Liability			35943516EUC	1/8/2020	1/8/2021	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Regarding Bodily Injury and Property Damage covered under the General Liability policy, the City of North Richland Hills is included as Additional Insured in respects to ongoing operations of Named Insured, if required by written contract. Certificate Holder shall be provided at least 30 days prior notice of cancellation or non-renewal, or at least 10 days notice of cancellation due to non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

The City of North Richland Hills
9015 Grand Avenue
North Richland Hills TX 76180

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NON-COLLUSION AFFIDAVIT OF BIDDER

State of Alabama County of Baldwin

Michael J. Monk verifies that:
(Name)

- (1) He/She is owner, partner, officer, representative, or agent of
EnvisionWare, Inc., has submitted the attached
bid: (Company Name)
- (2) He/She is fully informed in respect to the preparation, contents and circumstances in regard to
attached bid;
- (3) Neither said bidder nor any of its officers, partners, agents or employees has in any way colluded,
conspired or agreed, directly or indirectly with any other bidder, firm or person to submit a
collusive or sham bid in connection with attached bid and the price or prices quoted herein are fair
and proper.


SIGNATURE

Michael J Monk, CEO
PRINTED NAME

Subscribed and sworn to before me this
15 Day of September 2020.

Monica Marie Beck
NOTARY PUBLIC in and for

Baldwin County, AL County, Texas.

My commission expires: 27 July 2024

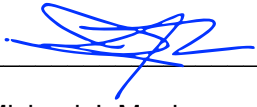


THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID

BID CERTIFICATION

The Undersigned, in submitting this bid, represents and certifies:

- a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;
- b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;
- c. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;
- d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.
- e. The undersigned hereby certifies that he/she has read, understands and agrees that acceptance by the City of North Richland Hills of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he/she agrees to fully comply with documentary forms herewith made a part of this specific procurement.

COMPANY:	<u>EnvisionWare, Inc.</u>
ADDRESS:	<u>2855 Premiere Pkwy, Suite A</u>
CITY, STATE & ZIP:	<u>Duluth, GA 30097-5201</u>
TELEPHONE:	<u>678-382-6590</u>
FAX	<u>678-382-6501</u>
EMAIL:	<u>mmonk@envisionware.com</u>
SIGNATURE:	<u></u>
PRINTED NAME:	<u>Michael J. Monk</u>
DATE:	<u>September 14, 2020</u>

COMPLIANCE WITH HOUSE BILL 1295

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity.

The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission has adopted rules necessary to implement the law, prescribed the disclosure of interested parties form, and posted a copy of the form on the commission's website.

Filing Process:

The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must:

- 1) Use the application to enter the required information on Form 1295,
- 2) Print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.
- 3) Contract Number should be the Bid/RFP Number and Bid Title.
- 4) Sign the printed copy of the form (an authorized agent of the business entity must sign),
- 5) Either include your personal information or have the form notarized,
- 6) File the completed Form 1295 with the certification of filing with the governmental body with which the business entity is entering into the contract.

The governmental entity must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity.

Information regarding how to use the filing application may be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of North Richland Hills bid process. Representatives from DBE Companies should identify themselves as such and submit a copy of their Certification.

The City of North Richland Hills recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

Texas Building and Procurement Commission
Statewide HUB Program
1711 San Jacinto Blvd., Austin TX 78701-1416
P O Box 13186, Austin, TX 78711-3186
(512) 463-5872

<http://www.window.state.tx.us/procurement/prog/hub/hub-certification/>

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 216
Arlington, Texas 76011
(817) 640-0606

<http://www.nctrca.org/certification.html>

If your company is already certified, attach a copy of your certification to this form and return as part of your packet.

Company Names: _____

Representative: _____

Address: _____

City, State, Zip: _____

Telephone No. _____ Fax No. _____

Email address: _____

INDICATE ALL THAT APPLY:

- _____ Minority-Owned Business Enterprise
- _____ Women-Owned Business Enterprise
- _____ Disadvantaged Business Enterprise

CONFLICT OF INTEREST QUESTIONNAIRE

Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of North Richland Hills must file a completed conflict of interest questionnaire. The conflict of interest questionnaire must be filed with the City Secretary of the City of North Richland Hills no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of North Richland Hills or submits to the City of North Richland Hills an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of North Richland Hills. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

The Conflict of Interest Questionnaire is included as part of this document and can be found at:

<https://www.ethics.state.tx.us/forms/CIQ.pdf>

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

EnvisionWare, Inc.

2 ☐ **N/A** Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ **N/A** Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

September 14, 2020

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

SPECIFICATIONS

PROJECT INFORMATION AND LOCATIONS:

- **North Richland Hills Library**
- **9015 Grand Ave.**
- **North Richland Hills, TX 76180**

The successful bidder shall install and configure an Automated Materials Handler at the North Richland Hills Library. They shall also provide training, documentation, and annual support for the Automated Materials Handler.

The City of North Richland Hills is soliciting proposals for an RFID-enabled automated materials handling system for the North Richland Hills Library. The City seeks a turnkey solution that includes hardware, software, shipping, design, installation, training, and ongoing maintenance and enhancements.

The City of North Richland Hills opened a new North Richland Hills Library in 2010 and at that time the Library converted to RFID, launched self-checkout, RFID-enabled staff checkout, and installed security gates. The Library is housed in one single 53,800 square foot building and serves the City of North Richland Hills and surrounding residents of Northeast Tarrant County.

The Library's integrated library system (ILS) is Koha. The Library is currently running version 19.11.x of the ILS and it is hosted by Bywater. All barcodes are Codabar symbology with a Mod 10 check digit as the last digit of fourteen.

The Library's RFID tags are basic ISO RFID tags (standard 13.56MHz ISO compliant) and StingRay full disc overlay RFID tags (ISO 15 693 ISO 18 000-3).

Understood.

OBJECTIVES

To maximize service to the community and to update existing technology, the City of North Richland Hills has the following objectives for an AMH system:

- Minimize staff contact with returned materials
- Accelerate processing of materials
- Streamline back-office operations by reducing repetitive tasks and materials handling time
- The Contract shall provide all necessary labor, equipment, and materials for a turnkey project.

Understood.

THE SPACE

A floorplan showing part of the Library's first floor is included as Attachment A. This floorplan shows potential locations where the automated materials handling system should be located.

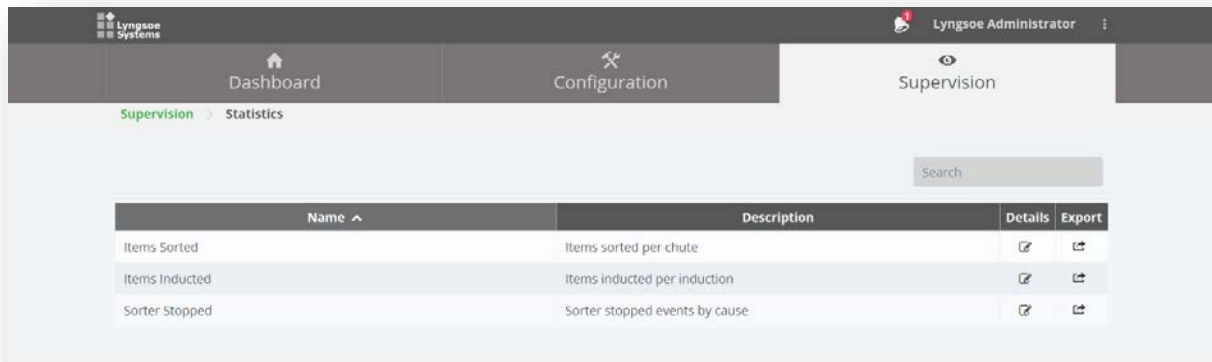
Understood.

CIRCULATION STATISTICS

The Library circulated 723,475 items in FY 2018-2019 and had 239,493 library visits. As of August 2020, there were 38,518 total registered patrons.

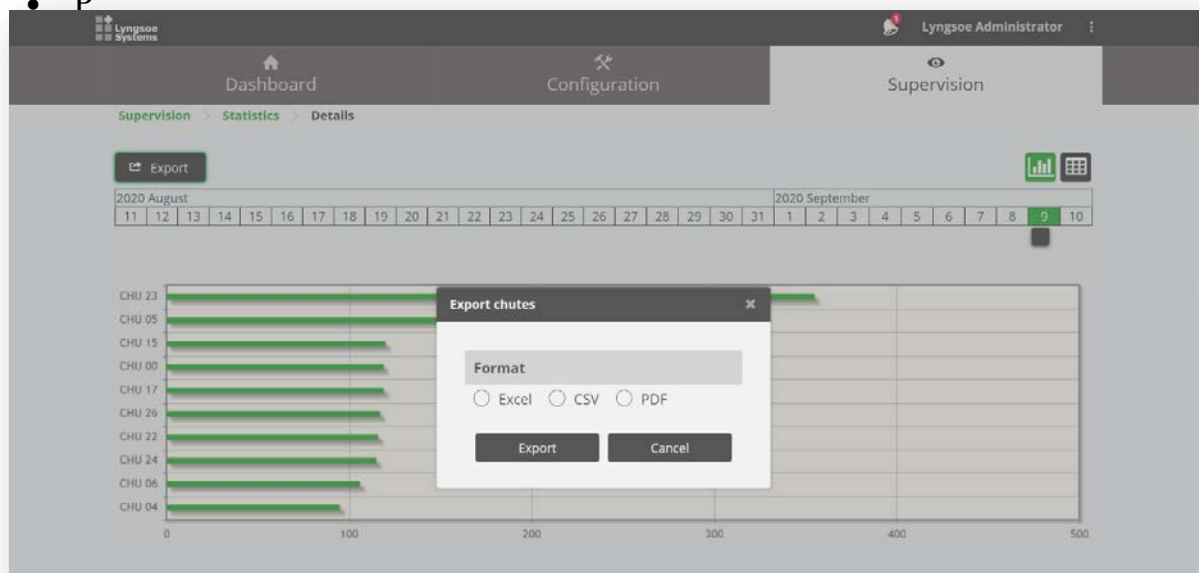
PROJECT REQUIREMENTS

- Proposed system must read an individual RFID tag on an item, update the item's status in the ILS, identify location and destination codes, sort and distribute an item by home location, item type, transit location, hold to fill a request, offer automatic hold receipts when materials with holds are checked in, or any combination of the above.
Understood and confirmed that the proposed system does all of the above.
- Proposed system provides automated contactless check-in from bins, trolleys, and/or carts.
As items are collected throughout the library and book returns for check in processing, the staff induction is contactless from patrons, and offers an ergonomic, efficient interface to process returned materials.
- Proposed system is not required include a patron induction or book drop induction. Library does not have the physical space to support these types.
Understood and compliant.
- Proposed system must allow staff to manually add materials to the sorter and sort.
Understood. The staff induction is very easy to use. If the belt is empty, it is ready for the next item. The staff induction will take items as fast as the belt is available - processing in excess of 2,000 items per hour.
- Proposed system includes a PC and monitor if necessary for operation of AMH.
Understood. Library staff will interface with the induction through a user-friendly touch screen with a graphical interface. RFID tags or optional barcodes are read quickly and communicated with Koha ILS, RFID security is enabled, backdating and hold slip printing can all happen automatically, and check-in statistics can be monitored remotely. The staff work surface is height adjustable from 32" to 38", ensuring an ergonomic work environment standing or sitting. The process is the same for new and returned materials.
- Proposed system must provide remote monitoring and diagnostics to monitor the return rate, troubleshoot and obtain usage statistics from any location.
Understood. Remote supervision of the system via a web-based monitoring service is included. This utility allows the library staff to view the sorting system(s) status from any PC on the Library network. The following system information can be accessed via the web interface:
 - **Communication failure with the ILS**
 - **Sorting system is stopped**
 - **System sort configuration parameters**
 - **Review error logs**
 - **Change other system parameters Sort statistics for all sorting systems at all locations**
- Proposed system must provide the ability to report and then export statistical transaction details in a standard format such as Excel, CSV, Etc. Please provide screen shots of the reporting software or commonly used reports.
Understood. There are several reports available to monitor activity on the proposed sorting system. Images below are a sample of the reporting available



S

- P



m

- Proposed system must have the ability to network or connect to a full-size printer and a receipt/label printer.
Understood and confirmed.
- Proposed system must accept all materials, even those that cannot be read or identified immediately.
This is possible, but typically for staff induction systems, the staff induction will only check in items which are accepted by the host. This is a simpler workflow, rather than sending rejected items or non-read items to the exceptions bin for additional processing.
- Proposed system should operate at a noise level of 65 decibels or less.
Understood. The sorter is whisper-quiet (below 55dbA) because it is completely electric. The sort units are efficient in that they only activate while transporting an item. If an item is going to go to the 3rd sort unit, the 4th unit will not turn on. This saves not only energy but also noise. This sound output is acceptable for an occupied workspace and is generally lower than most other AMH systems.
- Proposed system should give the library the ability to expand or reconfigure the system with minimal effort and the ability to reuse pieces already purchased.
Understood. The AMH system is completely modular and system components. As the Library grows so can the sorting system. The sorter can be added on to or moved at any time. Additional

patron returns, staff inductions, and additional sort points can be added in the matter of an afternoon.

Other options can also be added as needed. The variety of destination types can be changed or added. Options include the Ergo Trolley, tote locations, BISR, Ergo Cart™ self-stacking shelving carts, and Ergo Box™ destinations with powered leveling capability.

- Installation of materials sorting equipment must be included. If the installation is subcontracted or outsourced, the company doing the installation must be named and meet insurance requirements for the City of North Richland Hills.

Understood. The system is installed using only employed staff members.

- Describe how the proposed system will be customizable. What parameters, values, codes or settings can be changed by library staff without vendor intervention?

The proposed sorter offers many different configuration options to assure the system can sort to the Library's requirements. With the configuration tool, the Library can have up to 10 pre-configured sort tables, so the sort plan can quickly change for different workflows. Each sort plan is configured using data from the SIP2 interface, and specific sort rules can be set up using Boolean operations. The sort destinations can be set up for a very finite, or a very rough, sort.

- Describe the required maintenance for the proposed system, including preventative maintenance.

The recommended maintenance for the AMH system will be detailed during the training sessions on site. Primary daily and weekly maintenance will consist of simply keeping control components clean.

Sensors with dirt and dust can lead to tracking errors on the sorter. A systematic vacuuming of the sensors bi-weekly or monthly, depending on usage, will keep the system operating in optimal condition.

EnvisionWare performs an annual preventative maintenance visit for all sorters just prior to the support anniversary date.

Maintenance

Planned service visits to the Site(s) are part of good preventive maintenance practice.

Service Visits

Service visits are carried out by Lyngsoe Systems technicians and include the following main points:

- Inspection and health check
- Adjustment of parts
- Replacement of wearing parts
- System optimization
- Check of controls system
- Review of the spare parts inventory

The number of agreed annual service visits and the number of hours per visit are itemized in the price sheet. The date of visits and time of arrival on site will be agreed upon individually with the Customer.

The Customer is requested to make 1 member of staff available during the entire service visit for knowledge transfer and education. In order to carry out the most effective service visits we require that the Customer maintain spare parts on site.

If the service visit is extended, this will be invoiced separately.

All service visits are concluded with a service visit report sent to the Customer. The Customer should provide an email address for this to be sent to.

Spare Parts Service

To ensure maximum uptime on the system it is important that spare parts are available on site.

Spare Parts Stock

A spare parts stock is insurance and will include parts that are critical to the operation of the system. A spare parts starter kit for each product purchased is included. The contents of the

typical standard starter kit can be tailored to the Customer and the Customer budget. Consumption of spare parts is not included in this agreement and will be invoiced separately.

Extended Parts Warranty

EnvisionWare will provide the annual price for extending the initial parts warranty covered in the original Sample Agreement (http://system.envisionware.com/customer_agreement).

If at any time during the initial or extended warranty period a part should fail under the conditions of the original Sample Agreement and it is not part of the supplied spare parts package, Lyngsoe will ship a part to site as soon as possible. This will be done on mutual agreement that the failed part will be shipped back to Lyngsoe Systems as soon as the new one is installed with a completed Returned Goods Form. Failure to ship back the failed part will result in EnvisionWare invoicing the customer for the new part.

EnvisionWare performs an annual preventative maintenance visit for all sorters just prior to the support anniversary date.

- Proposed system must be integrated with our Koha ILS and should include the ability to connect via SIP2 or other Koha ILS-compatible method.

Understood. The sorting system communicates with the ILS through a SIP2 (Standard Interchange Protocol) message. Within the check in response message (SIP2), Koha will deliver to the sorter all the real time data about the item, and the sorter will sort according to this information. EnvisionWare operates Koha internally as the Company's ILS platform used for managing the corporate library and for product quality assurance, development, testing and demonstration.

- Describe the expected lifespan of the system following installation, including hardware and software. Include information on software updates.

The expected life cycle of the proposed sorting system is more than 10 years. During the component design process, engineers perform life cycle testing on many of the components to assure they can reach these goals. For example, activations of the pop-up mechanism have been tested beyond 10 million activations.

Like any piece of machinery, proper maintenance will extend the life of the equipment as evidenced by the continued use of many of the early-generation solutions. Lyngsoe Systems has many systems which are still functioning strong after 14 years like the systems installed in King County, WA.

- Proposed system and quotes should include designs with at least one design with five or six bins (dependent on whether the system offers odd or even bin counts).

Understood.

- Proposed system must have option for annual maintenance agreement.

Understood.

- Proposed system should provide a help ticket system for tracking customer support requests.

Understood. All support calls are tracked and noted into the system with a case number.

- Proposed system should provide phone, online, and email technical support both during and after traditional operating hours.

Support operates 24x7x365.

During the hours of 8:30am to 7:00pm Eastern Time, Monday through Friday, support cases submitted online will be managed. Customers can also open a LiveChat session with support from any computer during these hours.

During all hours, day and night, Platinum support customers can call support.

- Pricing should be provided for all additional bin options and include dimensions.

Understood

- Pricing should be provided for any additional hardware or software required for system to function with existing Library hardware and software.

Understood

ADDITIONAL REQUIREMENTS

- Cost quotes must be included for all software and services referenced in the response, including installation, maintenance and training.

Understood

- Provide equipment description with technical literature.

Understood. The equipment description can be found in the Description of the Proposed Solution section of this proposal. Technical literature is located in the Appendix.

- Provide photograph or illustration of equipment.

Understood. AMH drawing(s) are included in the Appendix.

- Describe the training you will provide to the North Richland Hills Library staff in the use of the equipment and system components. Provide an outline or summary of the training; include a list of topics covered and a sample of training required for installation and implementation, travel expenses, the number of days of training provided, the number of trainers and how many library staff can be trained per session, list resources the City of North Richland Hills is expected to provide for training.

Lyngsoe field personnel will ensure all customer operators and maintenance personnel have the skills needed to efficiently keep the system in optimal running order. Annual maintenance and operators training are recommended each year to help with any ongoing customer questions. The installation team will train library staff, onsite, in three different training sessions: Operator Training, Maintenance Training, and Administrator Training. The level of administrative and support training can be as extensive or as minimalistic as desired by the Library. There is no limit to the number of participants. Any staff training required will be performed as each new system is installed.

Training Topics:

OPERATOR TRAINING

- Parts Identification Starting/Stopping Sorter
- Emergency Stops
- Patron use of Library Mates
- Staff use of Library Mates and Staff Induction
- Status of Chutes
- Resetting system errors

SUPERVISOR TRAINING

- Web Interface
- Troubleshooting
- Critical vs. Non-critical issues
- Intro to MyLyngsoe.com
- Ordering Replacements for Spare Parts Inventory

MAINTENANCE TRAINING

- Overall Review

- Emergency services Maintenance contracts System upgrades Training
- Warranty administration

In addition to the above training topics, training selected staff members during sorting system delivery ensures that after installation library staff will be able to make the following adjustments on their own:

- Backdating at the staff induction
 - Edit the sorting table of which locations to be sorted into which discharges
 - View returns and sorting statistics from the system
 - Choose alternative sorting tables, if an alternative or finer sorting is required
 - Set up special chutes
- Describe your customer support operation; include days and hours of availability, method for handling problems reported by customers, onsite service, notification or contact of third party support organizations, guaranteed time for response to or resolution of problems, and how many days of onsite support you will provide.

City of North Richland Hills staff can use four methods of requesting support:

Customer Center – Online Portal/Email

The EnvisionWare Customer Center is a comprehensive self-service portal into the Library's customer relationship. Billing, maintenance records, project status, knowledge base, enhancements, support cases, library marketing kits and more services are available from the online system.

To log a support case, log into the Customer Center and select Contact Support. A form opens to facilitate entry of information about the issue. The person entering the Case will receive an email confirmation. Support will engage by email and telephone until a resolution is achieved. Support cases can be linked to enhancement and defect Issues. Customers can view linked Issues from a choice on the menu.

Toll Free Telephone

Call the direct toll-free number, 888-409-0888 to reach technical support. 95% of all incoming calls are answered directly by a technician. The Service Level Agreement defines the maximum time for a response. LIVE telephone support is available 24x7.

LiveChat

From any computer, log into LiveChat from the Customer Center to discuss a support issue with a support technician during standard business hours.

The Library also has access to mylyngsoe.com, a portal containing all AMH documentation.

A VPN connection is maintained between sorters and Support to facilitate rapid diagnostics and updates.

Review of Service Offerings

For non-automated materials handlings requests, EnvisionWare is the one-stop service to call for everything, from software and hardware support to transaction questions for eCommerce. For AMH, if escalation to engineering is required, EnvisionWare support technicians will connect Lyngsoe engineers as needed. Lyngsoe engineers will be dispatched for required onsite services. EnvisionWare ensures that all communication is managed in a manner that provides clear ownership, optimal efficiency, and the appropriate resource to remedy an issue. Support operates LIVE 24x7x365. At any hour NRH Library staff can call toll free 888-409-0888 to speak directly with a technician. [The Service Level Agreement](http://system.envisionware.com/customer_agreement) (system.envisionware.com/customer_agreement) defines the maximum time for a response.

Standard, **Platinum-level maintenance** covers parts and remote or on-site labor with stringent Service Level Agreement stipulations *including a penalty for failure to comply with the SLA*. Customers are expected to perform upgrades, which consist of downloading an update when one includes desired new features or updates and running the installer. This process is fast and easy and training is included as part of the installation process. There one yearly included onsite preventative maintenance or ‘wellness’ activities in this program.

For preventative maintenance services, managed remote or onsite services, or additional training programs, City of North Richland Hills can engage Professional Services on a per project basis. The Library may directly contact Professional Services to obtain a quotation. Hourly rates and fixed travel expense prices are included in all contracts. Libraries under maintenance receive specially discounted rates. This approach, as opposed to incorporating these services, allows libraries to adapt services to the specific needs. For example, if updates are unnecessary in any given year and the systems are operating normally there is no need to increase the fixed cost of services.

For larger libraries with multiple EnvisionWare systems including AMH and/or 24-Hour Libraries, a PlatinumPlus program is available. This program provides a resident technician assigned to the Library for a fixed number of hours per week; a dedicated 24x7 telephone number; proactive updating and routine maintenance. This option is quoted on request. Without AMH and/or 24-Hour Libraries, which include preventative maintenance programs, the cost of PlatinumPlus services is generally cost prohibitive.

The Sample Agreement defines the SLA's for Platinum support. 90% of all incoming calls are answered live. EnvisionWare and Lyngsoe guarantee a call back to any message within 2 hours. Onsite service will be dispatched within 4 hours of determining a site visit is required. The maximum time to remedy a major outage is 48 hours but this would be an extreme situation. Generally speaking, EnvisionWare resolves the majority of cases on the first event.

- Provide proposed timeline for completion of the services requested in this RFP.

This project schedule represents a framework schedule.

Contract Signature/Letter of Authorization:	October 06, 2020
Drawings Approved:	October 13, 2020
Shipment:	November 24, 2020
Start Installation:	December 08, 2020
Installation Completed:	December 15, 2020
Final Acceptance (Start of Warranty):	December 15, 2020

- Provide references of three comparable projects. Provide descriptions of the projects. Descriptions should include scope of work, timespan of the project, a summary of results and a client contact.

Understood. Please refer to the References section for a comprehensive response.

- Provide system specifications to include check-in rate, check-in accuracy, bin capacity, compatibility with non-vendor provided bins and peripherals.
2,600 items per hour should be attained with an 99.9% accuracy. Bin capacity will depend on the material sorting. In general, each bin will hold an average of 200 items.
- Submitters are welcome to include any other information they believe is relevant to this project or that might help the selection team in its assessment of proposals received.

Why EnvisionWare

#1: SERVICE -- The primary Company goal is to be regarded as the premier provider of service in the public library market.

#2: COMPREHENSIVE SOLUTION -- EnvisionWare is the only company that provides RFID, self-checkout, financial payment, computer booking, print and copy management, and other applications from a single company that creates and services the complete solution.

#3: CONTROL OVER THE COMPLETE EXPERIENCE -- EnvisionWare is the only company that actually controls the development of software and the manufacture of the hardware. Most vendors, including EnvisionWare until 2017, outsource the manufacture of their RFID gates, readers, and kiosks to third-party companies, some of whom will OEM or private label the products. But EnvisionWare actually manages the manufacture of Gates, Readers, Media Case Controllers, Self-Checkout platforms, and other products in a factory managed by EnvisionWare. This ensures complete control over the creation, delivery, and ongoing support of the products. In addition, EnvisionWare does not outsource installation or support - EnvisionWare consultants manage the project and install the products. This end-to-end direct control also translates to the next topic.

#4: COMPETITIVE -- Because there are no third parties manufacturing most products, EnvisionWare can better control costs and provide those savings to customers.

#5: PARTNERSHIPS -- EnvisionWare is a strategic partner with all of the major ILS vendors, most of whom resell EnvisionWare solutions and all of whom co-develop integrations that improve self-service integration. And the partnership with Lyngsoe brings the leading AMH provider into partnership with the leading self-service provider to offer premier turnkey solutions and stellar service.

#6: COMPREHENSIVE APPROACH -- With EnvisionWare, it is not simply a matter of selling products but rather an experience focused on Library goals. The project commences with a tour of the most comprehensive self-service portal in the industry and then leads to the Library Marketing Kits, which are tools to aid in the promotion of change to staff and the introduction of new services to the public. Aside from deploying self-checkout, EnvisionWare provides the tools for success. Many customers are achieving 90-95% self-checkout, thanks to a program that focuses on the STRATEGY of deploying self-service solutions designed to free staff for other public services while offering the public the freedom and privacy to do things for themselves.

#7: A FUTURE -- EnvisionWare is an innovator. Each year EnvisionWare brings a new solution to the market, designed to address the emerging needs of public libraries. Thus, the investment in a vendor partnership means that the relationship can continue to evolve. Many EnvisionWare customers have been customers for over 20 years.

#8: PREDICTABILITY -- EnvisionWare is privately held, which means that the past is a predictor of the future. There are no stockholders or investors to drive bottom line profit goals - EnvisionWare's CEO has the freedom to do what is right for every customer just as he has for 20 years.

#9: KNOWLEDGE -- EnvisionWare employs several librarians as well as staff that worked in libraries. The partnerships with ILS companies and leading vendors brings a wealth of knowledge to bear for EnvisionWare's customers. EnvisionWare frequently helps customers solve problems for issues unrelated to the products and services offered by the Company.

#10: DESIRE -- We want you as our customer and we are dedicated to ensuring your complete satisfaction.

- Any exception to these requirements should be listed on the Attachment B provided within the bid packet.
Understood. EnvisionWare takes no exceptions to these requirements.

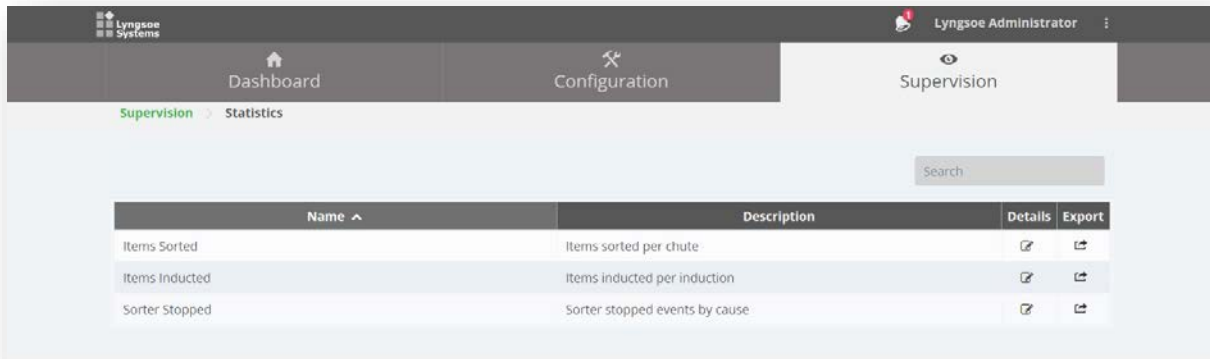
TECHNICAL REQUIREMENTS

- Client software must run on Windows 10.
Understood.

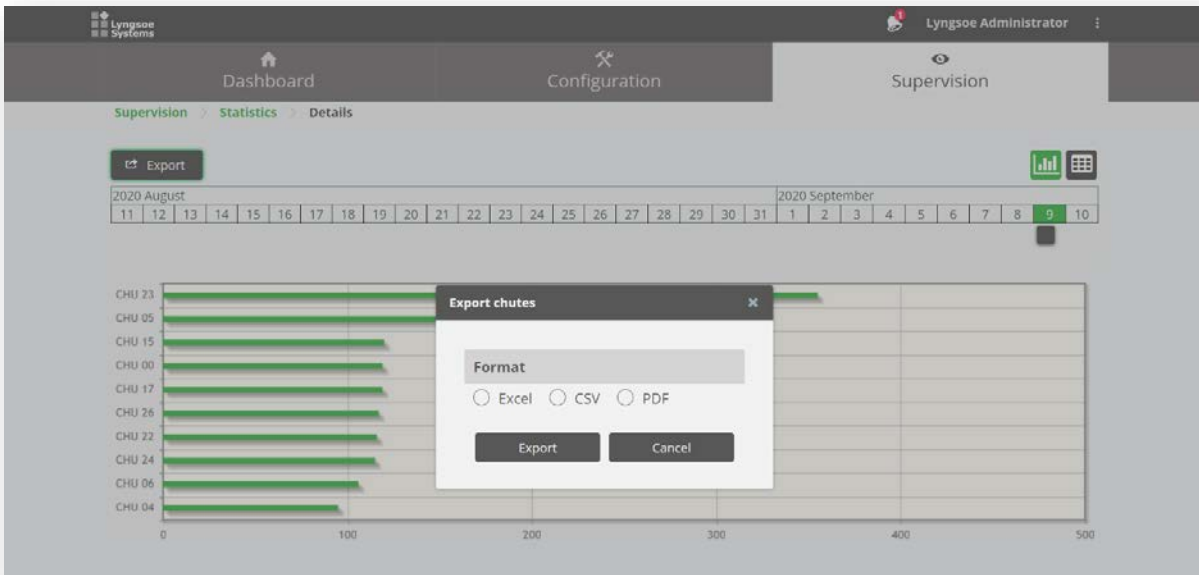
DOCUMENTATION

Provide samples of the following:

- **Licensing agreements**
EnvisionWare licenses software under a perpetual license as described in the EnvisionWare End User License Agreement (system.envisionware.com/eula). This means that a ‘right to use’ is granted “forever” to the institution purchasing the license. Some licenses can be per station, per branch or per system depending upon the application. Some products are licensed under a subscription model in which the cost to use the software, hosting and all support and update services are provided as a monthly, quarterly, or annual fee.
Perpetual-licensed products receive new versions and updates at no added charge during the warranty period and while the library is under maintenance. This means that North Richland Hills Library receives new features, problem resolutions and hotfixes under warranty and maintenance.
- **Warranty, standard and extended options, including cost AND Maintenance agreement**
EnvisionWare provides a long-life guarantee as defined in the Sample Customer Agreement (system.envisionware.com/customer_agreement) included with this tender. Support for the proposed solution is guaranteed for a minimum of ten (10) years from date of installation. Many systems are operating for twelve (12) or more years, although after ten years some portions of a system may require an upgrade based on changing technology. Maintenance of the system through ten years is guaranteed as part of ongoing maintenance.
- **Reports**
There are several reports available to monitor activity on the proposed sorting system. Images below are a sample of the reporting available.



Lyngsoe Systems		Lyngsoe Administrator	
Dashboard	Configuration	Supervision	
Supervision > Statistics			
Search			
Name ^	Description	Details	Export
Items Sorted	Items sorted per chute		
Items Inducted	Items inducted per induction		
Sorter Stopped	Sorter stopped events by cause		



PROJECT SCHEDULE

The project shall be completed by December 15, 2020, without exception.

EnvisionWare/Lyngsoe commit to this deadline if an order is placed by October 6, 2020

Contract Signature/Letter of Authorization:	October 06, 2020
Drawings Approved:	October 13, 2020
Shipment:	November 24, 2020
Start Installation:	December 08, 2020
Installation Completed:	December 15, 2020
Final Acceptance (Start of Warranty):	December 15, 2020

QUALITY ASSURANCE

City Director of Library Services reserves the right to refuse and reject any work where materials or quality of work, in City Director of Library Services' opinion does not meet or exceed industry standard and/or intended product result.

Understood.

CLEANING:

1. During progress of work, keep premises free from any unnecessary accumulation of equipment, surplus materials and debris.

Understood.

2. Upon completion of work, leave the premises neat and clean, to the satisfaction of the NRH Project Manager.

Understood.

CONTRACTOR'S DUTIES:

1. The contractor shall remove from City property and properly dispose of, according to city, state and federal disposal requirements; all used equipment replaced in this project.

Understood.

2. The contractor shall be responsible for a construction debris dumpster. The City of North Richland Hills has an exclusive contract with Republic Services. This is the only approved/authorized provider.

Understood.

3. Upon completion of the installation, the Contractor shall label new equipment with unit numbers, identify circuit breakers and provide a list of model and serial numbers. Label with black on white plastic signage. (Black field with white lettering) Label as directed by the NRH Project Manager.

Understood.

4. Upon completion the Contractor shall startup each new piece of equipment and verify unit is operating according manufacturer's specifications.

Understood.

5. Contractor shall insure all components, accessories, and supplies required; if not specifically called out in these specifications, are inclusive in his bid response.

Understood.

6. Except as specifically noted, provide and pay for labor, materials, tools and equipment.

Understood.

7. Secure and pay for as necessary, for proper execution and condition of work:

- a. **Permits** - A Building Permit fee **will not** be charged to the Contractor, but must be obtained.

- b. **Licenses** - Fees will be charged for licenses required to perform work.

Understood.

7. Comply with the governing industry standards, all local codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work. Obtain inspections as required by the City Building Inspection Department.

Understood.

8. Promptly submit written notice to the NRH Project Manager of observed variances of contract documents from legal requirements. It is the Contractor's responsibility to make certain that the contract documents comply with local codes and regulations.
 - a. Appropriate modifications to Contract Documents will adjust necessary changes.
 - b. Assume responsibility for work known to be contrary to such requirements, without notice.

Understood.

11. Enforce strict discipline and good order among employees. Do not employ on the work site unfit persons or persons not skilled at the task being performed.

Understood.

12. The Contractor shall make a thorough inspection of the job site where the units are to be installed. A thorough examination of these specifications should be made so as to be informed of the nature of the work, labor conditions or any other matters that may affect the cost and time completion of the work.

Understood.

13. The Contractor shall examine the locations of new equipment installation and all documents and report to the NRH Project Manager any conditions detrimental to the work to be performed.

Understood.

14. Checking dimensions at the site:
 - a. Verify all measurements before ordering any materials or performing any work.
 - b. Report any discrepancies to the NRH Project Manager for instructions before proceeding.

Understood.

15. Approval of working surfaces:
 - a. Notify the NRH Project Manager of any unsatisfactory condition before performing work over work of other Contractors.
 - b. Beginning of work by a Contractor will constitute his acceptance of previous work.

Understood.

16. Contractors use of the premise:
 - a. Confine all operations at the site to those areas approved by the NRH Project Manager.
 - b. Do not unreasonably block or encumber the site with materials or equipment.
 - c. Do not load the structure with weight that will endanger the structure.
 - d. Assume full responsibility for protection and safekeeping of products stored on premises.
 - e. City employees will be conducting business as usual in this area. Do not hinder the city operations.
 - f. Contractor is not to use any city facility or equipment without prior approval from the NRH Project Manager. Portable restrooms will be available.

g. Contractor access to roof will be by ladder.

Understood.

QUALITY ASSURANCE:

The NRH Project Manager reserves the right to refuse and reject any work where materials or workmanship, in his opinion does not meet or exceed with industry standard and/or the intended product result.

Understood.

WARRANTY:

The Contractor shall provide the Owner a written one-year warranty against defects in material and workmanship, exclusive of any manufacturer's warranty.

EnvisionWare offers a 12-month money back guarantee.

The warranty is provided in the EnvisionWare End User License Agreement

(system.envisionware.com/eula). Details about the Service Level Agreement are provided in the Sample Agreement ([system.envisionware.com/ customer_agreement](http://system.envisionware.com/customer_agreement)).

BID FORM

AUTOMATED MATERIALS HANDLER FOR NRH LIBRARY

The undersigned, having carefully read and examined the specifications and having visited the site and familiarized self with all local conditions affecting the work, hereby agrees to provide all labor, materials, equipment, supervision and services necessary to complete the project in conformity with the contract documents and in compliance with all applicable regulations.

The undersigned agrees to complete the above referenced project for the base bid amount of:

PROJECT: AUTOMATED MATERIALS HANDLER FOR NRH LIBRARY

TOTAL BASE BID:

Fifty-nine thousand nine hundred eleven Dollars (\$ 59,911.00)

ADD/DELETE TO BASE:

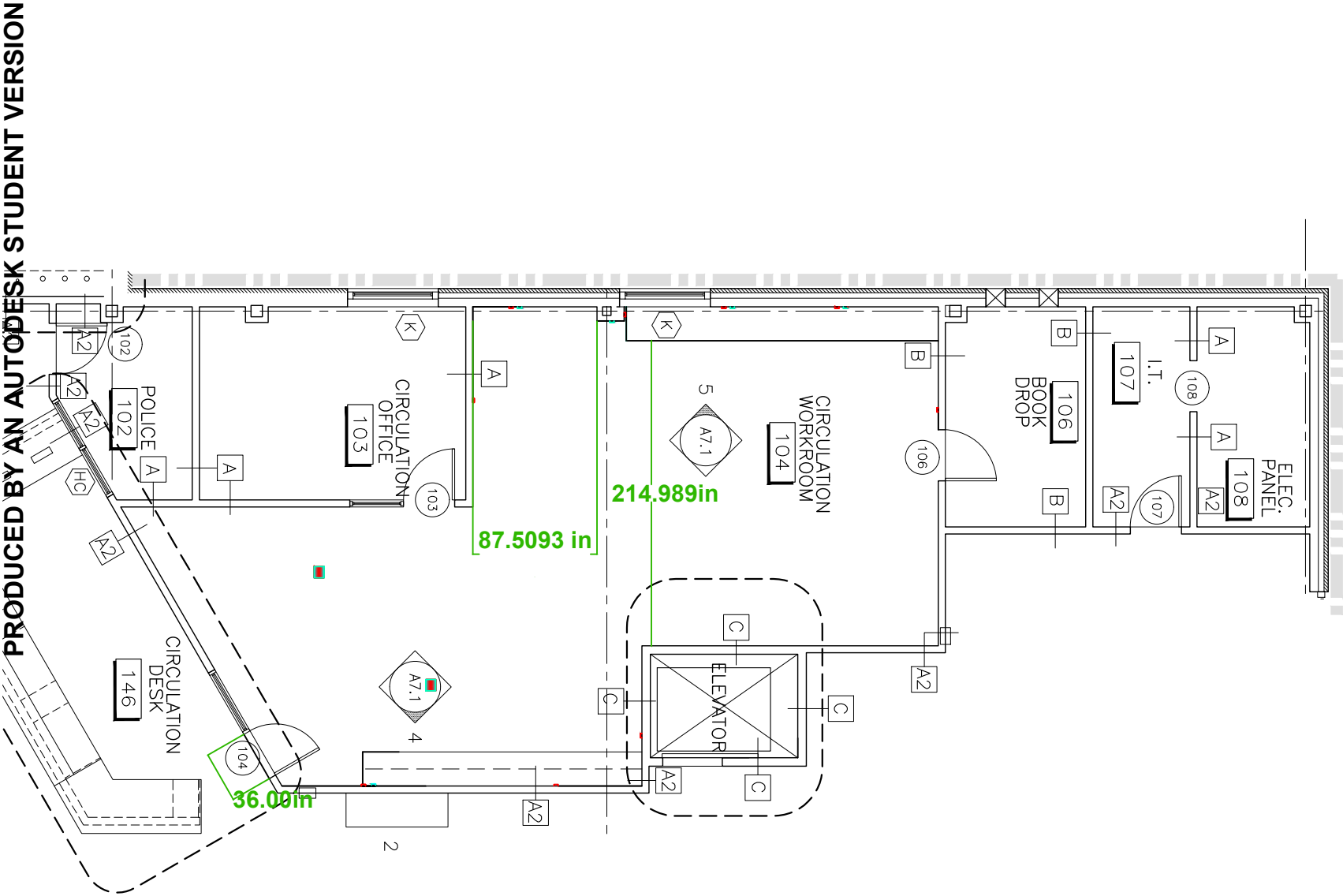
Computer/Keyboard/Monitor (Include Required Specifications) (\$ 0)

Annual Maintenance Support Agreement (\$ 5,390.55)

Additional Bins With Demensions (\$ 1,329.50 ea.)

BASE BID TIME OF COMPLETION: The undersigned further agrees to complete the construction phases in 60 calendar days from receipt of Purchase Order.

PRODUCED BY AN AUTODESK STUDENT VERSION



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ATTACHMENT B: EXCEPTIONS TO REQUIREMENTS

1)

2)

3)

4)

