



Mid-Continent Public Library Request for Proposal (RFP) – Managed Print Service

Date Issued: September 30, 2024

Date Proposals are Due: October 16, 2024

Introduction

The Consolidated Public Library District #3, known as Mid-Continent Public Library (“Library”), is accepting proposals (“Proposal(s)”) for a printer service contract for our fleet of printers (the “Project”). This will include ongoing management, supply, servicing, and repair of our printers. The Library is also seeking bids for a complete replacement of our printer fleet, for the purposes of budgeting and/or implementation. The intent of this document is to obtain information leading to the selection of a Vendor that will best meet the needs of the Library, both regarding service and supply of our current printers, and potential replacement of them individually or completely in the future.

All Proposals are due no later than 4:00 PM Central Time on October 16, 2024. Respondents shall deliver the completed Proposal in accordance with the Proposal Requirements of this RFP. Attempts by or on behalf of a Respondent to contact or to influence any member of the Selection Committee, any member of the Board of Trustees, or any employee of the Library regarding acceptance of a Proposal may lead to elimination of the Respondent from further consideration.

To maintain fairness in the process, inquiries concerning this RFP, including questions related to technical issues, are to be directed through email only to the Library’s Purchasing Coordinator (supply@mymcpl.org). Inquiries or requests for clarification submitted will be accepted until 4:00 PM Central Time on October 11, 2024.

The Library may modify or cancel this RFP at any time prior to the RFP due date by issuance of an addendum or cancellation to all Respondents who are participating in the process at the time the addendum or cancellation is issued. All questions concerning the RFP must reference the RFP page number and Section heading. Verbal modifications to the RFP shall not be binding on the Library.

Proposals may be changed or withdrawn prior to the deadline for Proposals. All such changes and withdrawals must be submitted in writing and received prior to the deadline

for Proposals. After the deadline for Proposals, no change in price or other provisions prejudicial to the interest of the Library or fair competition shall be permitted.

It is anticipated that the Proposals will be considered by the Library's Board of Trustees at the November 19, 2024 meeting after consideration by the Selection Committee and their recommendation to the Library Director.

The Library reserves the right to reject any and all Proposals and to waive formalities in the best interests of the Library.

About the Library

The Library District is a political subdivision of the State of Missouri. The Board of Trustees ("Board") of the Library District is a body corporate with all powers and rights of like or similar corporations serving more than 840,000 Library District residents. All management and control of the Library District is vested in a Board of Trustees consisting of twelve Trustees, with four each being appointed by the County they represent.

The Board appoints a qualified librarian to be the Library Director and Chief Executive Officer, who serves at the pleasure of the Board.

The Library District consists of 36 facilities: the Administrative Headquarters, the Blue Springs warehouse, and 34 branches. The total annual operating budget in FY 2024-25 is \$80.7 million, with property taxes representing approximately 97% of revenues. The Library employs approximately 546 Full-Time Equivalent positions approved by the Library District's Board of Trustees. The Library District is located within the taxing jurisdiction of Clay, Platte, and Jackson Counties, excluding the Kansas City Public Library District and the North Kansas City Public District.

Scope of Work

The following Scope of Work provides an overview of the Project. The Library is seeking a Vendor who can provide ongoing service, supply, repair, and potential replacement of our printer fleet. We are seeking a Vendor who can respond quickly and effectively to service calls and customer service requests from Library branches and departments. The goal of our printer fleet is to provide quality print service to our customers, and an ideal Vendor would facilitate this goal with minimal input from the Library. The required features of a service contract with a Vendor must include the following:

- Management and print volume tracking of all printers
- Procurement, installation, configuration, and management of replacement printers as needed
- Supply and delivery of toner and replacement parts
- Maintenance of spare toner inventory for each printer at all branches of the Library

- Onsite service and repair of printers when a service ticket is placed, or, if the printer must be repaired offsite, delivery and installation of a temporary replacement printer while offsite repairs are made
- Access to customer support for questions or requests for service
- Cooperation with the Library's IT Department to streamline, manage, and find best practices for our printer fleet
- Printer cleanings as requested
- Monthly billing via invoice

In addition, the Library is seeking bids for a full overhaul of the printer fleet, including disposal of old printers and purchase, installation, and configuration of new printers. A Proposal that addresses this request would include all the former features requested of a service contract, and the following:

- A proposed plan for reducing the number of printers systemwide
- Proposed replacement printer model(s) and quantity (quantities)
- Disposal cost or credit for old printers
- Purchase cost options for new printers (36-month lease, 48-month lease, 60-month lease, outright cash purchase)
- Installation and configuration costs of new printers
- Any applicable warranties

A Proposal does not need to include a bid for complete replacement of the printer fleet; however, preference may be shown to Vendors with Proposals that do include such a bid.

The successful Respondent will provide a comprehensive implementation plan, detailed pricing and procurement numbers, and a service and maintenance plan that outlines response times and service level agreements. The Library is also interested in customer references and a transparent pricing structure that includes licensing, implementation, installation, configuration, and ongoing support costs as well as future renewal rates. The Respondents selected to move on in the process will be invited to meet with representatives of the Library to discuss the Respondents' Proposals in-person.

During the implementation phase, the Respondent will work closely with Library staff to ensure that printers are installed, configured, and tested according to an agreed upon timeline. The implementation plan should provide specific dates for key milestones. The Library appreciates timely communication from Respondents throughout the Project's timeline to ensure that implementation stays on track and meets the needs of the Library.

Additional Information

The Library has approximately 288 printers deployed across 36 locations connected to our central network. Vendors are encouraged to inspect the existing printers prior to submitting a Proposal. Costs for repair and/or replacement of printers that the Vendor does not feel confident in assuming responsibility for under the proposed service contract will need to be described in any Proposal. Vendors should communicate with the Library's Purchasing Coordinator via email (supply@mymcpl.org) to schedule times to visit branches and/or Administrative Headquarters to spot inspect printers. Necessary repairs or replacements that arise from issues with existing printers after the start of an agreed upon contract will be covered under the contract and not subject to additional costs. It is the responsibility of prospective Vendors to ascertain the condition of the existing printers and determine whether they can assume responsibility of those printers, and how much repairs or replacements will cost. **These costs must be documented in any Proposal.**

All Library branches connect to Headquarters through an ethernet connection. A Vendor will not have remote PC access without direct supervision from the Library's IT Department. The Library's IT Department locally manages our printer servers.

Additional requirements for a Proposal are as follows:

- Any contract proposed should describe a smooth transition plan from our current service contract, which currently includes similar deliverables to those listed in the "Scope of Work" Section above.
- The preferred Vendor should be able to work closely with the Library's IT Department to configure and install printers when needed but be able to primarily operate independently on most service and supply actions.
- The preferred Vendor will offer customer support for technical issues.
- The preferred Vendor will perform timely device updates when possible.
- Proposals should describe the Vendor's organizational structure and procedures for service calls, toner & parts supply, purchasing of new printers, and invoicing.
- The preferred Vendor will provide staff training and materials for those trainings, if needed. The Proposal should include a description of the recommended training and options.

Procurement Schedule

The expected procurement schedule is listed below. The Library reserves the right to change the procurement schedule. If changes are made, Respondents will be notified by the Library as soon as possible.

Date	Activity
September 30 (Mon)	Issue of RFP
September 30 (Mon) – October 16 (Wed)	Vendor inspections of printer fleet Contact supply@mymcpl.org to schedule inspections
October 11 (Fri)	RFP questions accepted until 4:00 PM Central Time
October 16 (Wed)	Proposals due at 4:00 PM Central Time
October 23 (Wed)	Proposal evaluation completed
October 28 (Mon) – November 1 (Fri)	Proposal presentations
November 8 (Fri)	Issue of a Notice of Intent to Award
November 15 (Fri)	Negotiations and contract finalization with finalist
November 19 (Tues)	Contract presented to the Board of Trustees
November 22 (Fri)	Contract award and notification of change to branch staff
December 16 (Mon) – December 27 (Fri)	Repair or replacement of current printers, if needed Transition of printer labels and instructions
December 30 (Mon) – December 31 (Tues)	Delivery of spare toner inventory to all locations if needed
January 1 (Wed)	Start of contract, and assumption of all supply and servicing responsibilities

Desired Vendor Qualifications

To be considered for this RFP, Vendors must meet the following minimum qualifications:

- A Vendor must have a minimum of ten (10) years of experience in providing managed print services to organizations of comparable size and complexity.
- The Vendor must have a proven record of successful transitions to and implementations of managed print services.
- The Vendor must provide references from at least three (3) customers who have implemented managed print services from said Vendor. The ideal candidate will provide references that meet this requirement but are also from organizations of comparable size and complexity.
- The Vendor must have a team of qualified customer service and technical professionals with experience in managing print services.
- The Vendor must provide a service, supply, and maintenance plan that outlines response times and any additional costs above the monthly contract price.
- The Vendor must have the financial stability to support the proposed solution for the duration of the contract.
- The Vendor must be in compliance with all applicable laws and regulations related to the management of printing printers.

Proposal Submittal Instructions

Proposals are to be submitted in two (2) sealed packages no later than 4:00 PM Central Time on Wednesday, October 16, 2024. Late submissions will not be accepted.

Five copies of the Proposal should be in a sealed envelope marked “**MCPL RFP 2024 Managed Print Service Response**”, with a separate sealed envelope containing the cost proposal for the Project marked “**MCPL RFP 2024 Managed Print Service Cost Proposal**”.

Submittal Address:

Noah Jones, Purchasing Coordinator
Mid-Continent Public Library
15616 E US Highway 24
Independence, MO 64050-2098

Failure to comply with the requirements of this RFP may result in disqualification. Any alterations to this document made by the Vendor may be grounds for rejection of the Proposal, or cancellation of any subsequent award. Proposals received after the time and date specified above will not be considered. Please note the following submittal process:

Signature of the Proposal by the Vendor constitutes acceptance by the Vendor of terms, conditions, and requirements set forth herein.

By submitting a Proposal, the Vendor is providing a guarantee to the Library that, if chosen, it will be able to provide the proposed products and services for the period of time discussed in the RFP. Upon submission, all Proposals shall be treated as confidential documents until the selection process is completed. All Proposals and supporting documents become public information after an award has been made and are available for public inspection by the general public in accordance with Missouri Sunshine Law statutes. Vendors shall give specific attention to clearly identify those portions in its Proposal that it considers confidential, proprietary commercial information, or trade secrets.

Vendors are advised that, upon request for this information from a third party, the Library is required to determine whether the information listed as proprietary can be disclosed in accordance with the Sunshine Law.

The Vendor should provide two electronic versions of their Proposal (not cost proposal). The first version should be a complete electronic record of the Proposal. This version should be the source document (Word, Excel, etc.) and not a PDF.

The second should be clearly marked as “press/public” for release under the Sunshine Law and should be a PDF format. They both should be submitted on either a flash drive or by email to supply@mymcpl.org.

In the event that a Vendor desires to claim portions of its Proposal exempt from disclosure, it is incumbent upon the Vendor to clearly identify those portions with the word “Confidential” printed on the top of each page for which such privilege is claimed. No page should contain both confidential and public information. Examples of confidential materials include trade secrets and financial statements. Each page shall be clearly marked and readily separable from the Proposal in order to facilitate public inspection of the non-confidential portion of the Proposal. The Library will consider a Vendor’s request for exemptions from disclosure; however, the Library will make its decision based upon applicable State Law. An assertion by a Vendor that the entire Proposal, or substantial portions, is exempt from disclosure will not be honored. Prices, makes and models or catalog numbers of products offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.

Any reports, studies, conclusions, and summaries prepared by the Vendor shall become the property of the Library.

Organization of Proposal

The Proposal must be organized into these major sections:

1. Cover Letter
2. Statement of Work
3. Implementation Plan
4. Ongoing Service and Supply
5. Printer Fleet Overhaul (Optional)
6. Costs
7. Completed Attachments (Included at the end of this RFP)

Cover Letter

The Cover Letter must contain the name of the Vendor and the Vendor's address, email, and telephone number. The letter should also indicate that the signer is authorized to bind the Proposer contractually and must identify the title or position of the signer.

Include a certificate of good standing for the State of Missouri, as applicable.

Include the Proposer's qualifications to provide and implement the Project, as well as a brief narrative summarizing the Proposal.

Statement of Work

The Library will require the development of a detailed Statement of Work prior to contract signing.

This section of the Proposal should include a general discussion of the Vendor's overall understanding of the Project, and the Scope of Work proposed. Please note the required deliverables listed in the "Scope of Work" Section of this RFP.

Implementation Plan

This section should describe the proposed implementation plan. Vendors should identify likely Library resources that must be devoted to this Project.

1. Provide a detailed plan for implementing the Project. This information must include:
 - a. Proposed phasing for inspection, repairs, replacements if needed, supply stocking, and training.
 - b. Explanation of advantages AND risks associated with this plan.
2. Explain the proposed plan for implementation. This information must include:
 - a. Description of implementation tasks and activities.
 - b. Description of key deliverables and how they relate to the implementation approach and activities.
3. Explain the proposed Vendor staffing for the Project, including:
 - a. How many staff the Vendor will have assigned to the Project.

- b. Approximate dedication to the Project of each resource and approximate time work will be completed on-site and off-site.
 - c. Major roles and responsibilities of each resource.
- 4. Explain proposed Project management services including:
 - a. Role of the Vendor Project manager.
 - b. Use of a Project collaboration site
 - c. Expected role of the Library Project manager.
 - d. On-site presence of Vendor Project manager.
 - e. Proposed quality assurance procedures.
- 5. Explain the expected Library staffing necessary for the Project, including:
 - a. Assumed participation in the Project (average number of FTE). This should include all time spent working on the Project (including time spent with and without Vendor consultants).
 - b. Assumptions about prior skills/competencies of resources.
 - c. Complete staffing plan (for Vendor and Library).
- 6. Provide an overview of a proposed training plan or strategy, specifying how and when training is to be delivered for the core Project team, general Library staff, customers, and technology personnel (if required). Explain any roles and responsibilities the Library is expected to provide for the training effort including (but not limited to) training coordination, training material development, and training delivery.

Ongoing Service & Supply

The Vendor shall be responsible for managing infrastructure required to support the deliverables of the contract. The Proposal should specify the nature of any post-implementation and on-going support & supply. Please note the required deliverables listed in the "Scope of Work" Section of this RFP.

1. Describe proposed services, including:
 - a. Management and print volume tracking for all printers
 - b. Supply and delivery of toner and replacement parts
 - c. Maintenance of toner inventory stock for each printer at all branches of the Library
 - d. Onsite service of printers as needed, and availability of a replacement printer should offsite service be required
 - e. Continued cooperation with the Library's IT Department
 - f. Customer support access for questions and requests for service
 - g. Printer cleanings as requested
2. For each of the services proposed, explain service levels that will be used to guarantee performance for the Library through the proposed contract.
3. Include sample copies of any agreement that the Library would be required to sign upon Contract Award, as well as a sample Project plan.

Printer Fleet Overhaul (Optional)

Vendors should describe a plan for the potential replacement of all Library printers with a new uniform model or models. Include the following information:

- Removal and disposal plan for current printers
- Disposal cost or credit for current printers
- Proposed model(s) and quantity (quantities) of new printers
- Purchase cost options for new printers (36-month / 48-month / 60-month leases, outright cash purchase)
- Installation and configuration plan and costs for new printers
- Any applicable warranties
- Advantages AND disadvantages associated with a complete fleet replacement

A Proposal does not need to include a bid for complete replacement of the printer fleet; however, preference may be shown to Vendors with Proposals that do include such a bid.

Cost Proposal

Vendors should submit their price proposal in a **separate sealed envelope** according to the format provided:

1. Identify major milestones as part of the Project. It is required that costs will be invoiced upon completion and acceptance of major milestones. Please provide a schedule of all payments necessary to complete the proposed Scope of Work.
2. It is important that Vendors use the format presented in this RFP even if an additional format is provided. The cost submittal should include total prices for all products, services, and additional costs to acquire all products and services referenced in the Proposal, including third party prices. If third party products or services are included, do not submit a separate cost schedule for each third-party product. The costs should be submitted as part of one cost schedule.
3. All pricing must be submitted as fixed by milestone. Costs listed as “to-be-determined” or estimated will not be scored.
4. All service costs must be provided on a task or completion basis with cost assigned to each milestone, deliverable, and/or task.
5. It is the responsibility of prospective Vendors to ascertain the condition of the existing printers and determine whether they can assume responsibility of those printers, and how much repairs or replacements will cost. **These costs must be documented in any Proposal.**
6. Vendors must submit implementation costs as fully loaded rates. By submitting a Proposal, all Vendors acknowledge that all pricing must be fixed fee or included in the implementation milestones.

Useful Information

Project Schedule

The Library's preference is to have all the implementation items completed by December 31, 2024, with a contract commencement date of January 1, 2025.

Current Printers

The Library currently has 288 in-use printers, consisting of 30 different models.

Model	Quantity in Library
Brother HL-L9310CDW	1
Dell 1130n	13
Dell 1710n	4
Dell 2130cn	1
Dell B1260dn	23
Dell B2350dn	1
Dell B2360dn	8
Entrust CD800	1
HP Designjet Z6100PS 42-in	1
HP Deskjet 4115e	1
HP LaserJet 2300	2
HP LaserJet M426fdn MFP	23
HP LaserJet Pro M402dw	19
HP LaserJet Pro M428fdn MFP	21
HP LaserJet Pro M452	10
HP LaserJet Pro M454dn	7
HP LaserJet Pro M609	1
iX-7 Mailing System	1
OKI B4600BW	1
Perfection V600 Photo	2
Phaser 7100	2
Photosmart C4680	1
Xerox B315	23
Xerox C235	1
Xerox C400dn	29
Xerox C405	1
Xerox Phaser 3260	1
Xerox Phaser 6500DN	4
Xerox Phaser 6600DN	83
Xerox WorkCentre 3225	2
Total	288

In addition, the Library has 6 new Xerox B315 printers and 8 new HP 454 printers stored in the Administrative Headquarters warehouse, available for installation and use.

Library Locations

The Library currently has thirty-six (36) locations with printers:

Location	Address	Location	Address
Administrative Headquarters	15616 E US 24 Hwy. Independence, MO 64050	Antioch	6060 N Chestnut Ave. Gladstone, MO 64119
Blue Ridge	9253 Blue Ridge Blvd. Kansas City, MO 64138	Blue Springs North	850 NW Hunter Dr. Blue Springs, MO 64015
Blue Springs South	2220 S 7 Hwy. Blue Springs, MO 64014	Blue Springs Warehouse	900 SW Meadowridge Dr. Blue Springs, MO 64015
Buckner	19 E Jefferson St. Buckner, MO 64016	Camden Point	401 Hardesty St. Camden Point, MO 64018
Claycomo	309 NE 69 Hwy. Claycomo, MO 64119	Colbern Road	1000 NE Colbern Rd. Lee's Summit, MO 64086
Dearborn	206 Maple Leaf St. Dearborn, MO 64439	East Independence	4505 Little Blue Pkwy. Independence, MO 64057
East Lee's Summit	2240 SE Blue Pkwy. Lee's Summit, MO 64063	Edgerton	404 Frank St. Edgerton, MO 64444
Excelsior Springs	1460 Kearney Rd. Excelsior Springs, MO 64024	Farview	18109 E 12 th St. N Independence, MO 64056
Grain Valley	400 SW Buckner Tarsney Rd. Grain Valley, MO 64029	Grandview	12930 Booth Ln. Grandview, MO 64030
Green Hills	8581 N Green Hills Rd. Kansas City, MO 64154	Kearney	100 S Platte-Clay Way Kearney, MO 64060
Lee's Summit	150 NW Oldham Pkwy. Lee's Summit, MO 64081	Lone Jack	211 N Bynum Rd. Lone Jack, MO 64070
Genealogy Center	3440 S Lee's Summit Rd. Independence, MO 64055	North Independence	317 W 24 Hwy. Independence, MO 64050
North Oak	8700 N Oak Trfy. Kansas City, MO 64155	Oak Grove	2320 S Broadway St. Oak Grove, MO 64075
Parkville	8815 Tom Watson Pkwy. Parkville, MO 64152	Platte City	2702 NW Prairie View Rd. Platte City, MO 64079
Raytown	6131 Raytown Rd. Raytown, MO 64133	Red Bridge	453 E Red Bridge Rd. Kansas City, MO 64131
Riverside	4510 NW Gateway Ave. Riverside, MO 64150	Smithville	120 Richardson St. Smithville, MO 64089
South Independence	13700 E 35 th St. S Independence, MO 64055	Weston	18204 Library Dr. Weston, MO 64098
Withers	1665 S Withers Rd. Liberty, MO 64068	Woodneath	8900 NE Flintlock Rd. Kansas City, MO 64157

Project Staffing

The Library will make every effort to staff the Project appropriately and understands that staffing a project is important to its success.

Current Print Volume

The Library’s current Vendor supplies monthly numbers of toner used per specific printer model. The following table shows monthly usage of toners from December 2023 to May 2024. Print volume based on number of prints is not available.

Model & Color of Toner	Dec	Jan	Feb	Mar	Apr	May	Total
Dell 1130 Black	1	2		1		2	6
Dell 2130 Cyan		1					1
Dell 1260	1		1	1		1	4
HP M402/MFP 426	2		3	1	3		9
Xerox 6600 Black	25	27	28	25	35	40	180
Xerox 6600 Cyan	8	8	6	5	12	7	46
Xerox 6600 Magenta	8	7	6	6	10	8	45
Xerox 6600 Yellow	4	9	5	4	6	12	40
HP cf411x		1		1			2
HP cf412x			1				1
HP cf413x				1			1
Xerox 6500 Black	1						1
Xerox 6500 Yellow						1	1
Compat. HP 58a		1	2	1		1	5
Compat. HP W2020a	1						1
Brother TN436 Black	3		1	2	1	2	9
Brother TN436 Cyan		1				1	2
Brother TN436 Magenta		1		1		1	3
Xerox C400 Black	5	10	10	9	12	5	51
Xerox C400 Cyan	3	7	4	3	5	3	25
Xerox C400 Magenta	3	6	4	2	4	2	21
Xerox C400 Yellow	2	8	3	2	6	2	23
Xerox B315 Black		3	1		1	4	9
Total	67	92	75	65	95	92	486

It is estimated that, if new printers are installed, print volume may increase. The locations that used the most toner for each month from December 2023 to May 2024 are listed below:

Month	Top Toner User	Second Toner User	Third Toner User
December	Colbern Road	Headquarters	Antioch
January	North Oak	Genealogy Center	North Independence
February	Riverside	Woodneath	Headquarters
March	Blue Ridge	Colbern Road	Grandview
April	Blue Springs South	North Independence	Green Hills
May	Colbern Road	Green Hills	Blue Springs North

Method of Selection

The award will be made to the most responsive and responsible Vendor offering the best value and most economical Proposal as defined by the Library. The following evaluation criteria will be used to evaluate all Proposals: the Vendor(s) selected to provide services will be the qualified Vendor(s) with the Proposal(s) that best fulfill(s) the needs of the Library and is (are) most advantageous to the Library, as determined in the Library's sole discretion.

Proposal Evaluation

The Library will review all Proposals received as part of a documented evaluation process. For each decision point in the process, the Library will evaluate Vendors according to the specific criteria and will then evaluate a certain number of Vendors to compete in the next level. Vendors not previously elevated may be elevated if the previously elevated Vendors lead to an unsuccessful outcome.

The Library will be scoring information in each Proposal, including but not limited to, the Vendor's Proposal documents, references, interviews, implementation presentation, and site visits. The evaluation team shall have no obligation to contact Vendors for clarification of Proposals but does reserve the right to do so any time prior to the Contract award.

Evaluation Criteria

The Library will evaluate Proposals based on the criteria listed below and the ability of the Vendor to satisfy the requirements of this RFP in a cost-effective and efficient manner. Factors considered include, but are not limited to, the following (in no particular order):

- Submittal compliance
- Overall understanding of the Library's needs
- Deliverables (see the "Scope of Work" section of this RFP)
- Supply & service capabilities
- Response to all schedules in the RFP
- Implementation methodology/approach
- Implementation interviews
- References
- Compliance with terms and conditions for the Contract
- Cost

Evaluation Process Summary

The Library will follow the evaluation steps summarized below:

1. **Proposal Opening:** Proposal submittals shall be received and opened by the Library.
2. **Compliance:** A preliminary evaluation by the Library shall determine whether each received Proposal is complete and compliant with all the instructions and/or submittal requirements in the RFP. Any Proposals that are incomplete or that do not comply with the instructions and/or submittal terms and conditions may be rejected and excluded from further consideration. Proposals that are compliant are advanced to the written evaluation stage.
3. **Written Evaluation:** The Library will evaluate Vendors' written Proposals according to the criteria outlined in this section. The highest ranked Vendor Proposals will advance to the Interview Stage.
4. **Interview Stage:** Vendors advanced to this stage will be asked to meet on-site at the Library's Administrative Headquarters for an in-person interview and discussion of the Proposal. The highest ranked Vendor Proposal will advance to the Negotiations stage.
5. **Negotiations:** Upon satisfactory completion of the Interview Stage process, the Library shall select a finalist Vendor to complete product, contract, and implementation negotiations. The final contract award recommendation will be made to the Library Director and Board of Trustees.
6. **Contract Award:** The Library will award the contract for this Project upon approval by the Board of Trustees.

The Library will negotiate with the selected Vendor(s) for mutually agreeable terms before making an award. Negotiation could include, but not be limited to, price and the terms and conditions of the RFP.

Terms and Conditions

General

1. If all RFP requirements cannot be met with products and services provided by one firm, Respondents are encouraged to collaborate with another firm to submit a joint Proposal. Failure to meet all requirements will not disqualify a Respondent. However, the Library will evaluate each Proposal to determine its overall fit in the best interest of the Library.
2. If multiple firms collaborate to submit a joint Proposal, the Proposal must identify one firm as the primary contact. This firm will be the Respondent and will be the primary contact throughout the RFP process and will be held responsible for the overall implementation of all partners included in the joint Proposal, should it be selected.
3. All third-party solutions proposed as part of a joint Proposal are subject to the same requirements of this RFP, unless otherwise stated.
4. Implementation pricing must be submitted on a “milestone” basis. For implementation services under a milestone arrangement, the Library compensates the Respondent a fixed amount for the completion of major tasks, or milestones. Respondents are to provide all work effort and assumptions used to calculate a fixed fee for each milestone. The Scope of Work section of this RFP (“Scope”) will define the scope of the Project and required deliverables. All Respondents submitting Proposals are encouraged to submit the most competitive Proposal possible as the failure to do so may lead to elimination.
5. This RFP, its general provisions, and the terms and conditions identified herein shall be incorporated in any Contract resulting from this solicitation, and the RFP and its terms and conditions, and attachments shall control unless the Contract expressly provides otherwise.
6. All Proposals and any subsequent clarification or response to the Library’s questions shall be valid for a minimum of 180 days.
7. This Project is subject to all applicable laws of the State of Missouri governing the Library District including but not limited to the following:
 - a. Missouri law prohibits all employers from employing aliens unlawfully present in the United States to perform work within the State of Missouri, including the Project and proposers must comply with the provisions relating thereto in Section 285.530 RSMo, as amended.
 - b. Every transient employer must comply with Sections 285.230 through 285.234 RSMo, as amended, when applicable.
 - c. Pursuant to Sections 34.070 and 34.073 RSMo, the Library District prefers to purchase those materials, products and supplies which are produced, manufactured, compounded, made or grown, within the State of Missouri when they are found in marketable quantities and are a quality suited to the

purpose intended, and can be secured without additional cost over out-of-state products. Quality and fitness of articles will be considered in making purchases or letting contracts. Similarly, in letting contracts for the performance of any job or services, the Library District prefers Missouri firms, corporations or individuals, or firms, corporations or individuals which maintain Missouri offices, when the quality of performance promised is equal and the price quoted is the same or less.

Non-Collusion

Proposer(s) certify that this Proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

Hold Harmless

The Proposer shall hold harmless, defend, and indemnify the Library and the Library's officers, agents, and employees against liability that may be imposed upon them by reason of the Proposer's failure to provide worker's compensation coverage and liability coverage.

Contract Term

The term of a proposed contract will begin on January 1, 2025. It is the Library's preference that this contract extend for a period of one (1) year, with a one (1) year renewal option.

Contract Components

This RFP, the successful Proposal's response thereto, and any additional written modifications and/or stipulations mutually agreed upon by the Library and the successful Proposal will constitute the final contract. During the contractual period, any changes to the conditions outlined in these materials must be approved in writing with the signatures of representatives from each selected Proposal(s) and the Library.

Disclosure of Confidential Information

Proposer acknowledges that, in and as a result of the consulting hereunder, Proposer will be making use of, acquiring and/or adding to confidential information of a special and unique nature and value relating to such matters as Library's systems, procedures, manuals, confidential reports, or other similar data, as well as the nature and type of processes and/or other services rendered by Library, hereinafter collectively referred to

as the “Confidential Information”. As a material inducement to Library to enter into this Contract, and to continue to engage Proposer hereunder and to pay to Proposer the compensation referred to herein, Proposer covenants and agrees that Proposer shall not, at any time during or following the cessation of their engagement hereunder, for whatever reason, directly or indirectly, divulge or disclose, for any purpose whatsoever, any of such Confidential Information which has been obtained by or disclosed to Proposer. Upon cessation of this Contract for whatever reason, all Confidential Information, whether in the form of documents, records, notebooks, invoices, statements, or correspondence, including copies thereof, relating to the business of the Library then in Proposer’s possession or control, whether prepared by Proposer or others, shall remain Library’s exclusive property and will be delivered to and left with the Library.

Intellectual Property, Indemnity, Licenses & Releases

Proposer agrees to indemnify, defend, and hold harmless Library, its representatives and customers from and against any and all suits, demands, liabilities, claims, actions, expenses, losses, and damages of any kind or nature whatsoever arising from any third party claim that the Services or Work Product provided by Proposer violate any third party’s intellectual property right in the United States, including but not limited to patents, copyrights, trademarks, or trade secrets. Proposer’s obligations under this section shall survive the termination of this Contract for any reason. The Proposer will obtain and pay for any and all contracts, licenses, releases, legal costs, fees, and expenses necessary to use any and all protected intellectual property owned by a third party. Proposer agrees to indemnify, defend, and hold harmless Library, its representatives and customers from and against any and all suits, demands, liabilities, claims, actions, expenses, losses, and damages of any kind or nature whatsoever arising out of any negligent acts or omissions in connection with the Contract, caused by Proposer, its employees, agents, subcontractors, or caused by others for whom Proposer is liable, in the performance of the Services under this Contract. The Proposer will obtain and pay for all permits and licenses required by law that are associated with the Proposer’s performance of Services.

Termination

Either party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Library reserves the right to cancel, for cause, this Contract without prior written notification. Cause for termination shall include the following: (1) violation by Proposer of any applicable federal, state, or local law, regulation, or ethical code; (2) Proposer’s substantial under performance, as determined by Library; or (3) failure to comply with the provisions of this Contract. Library shall, where permitted by law, have the right to terminate the Contract immediately and without other cause or prior notice to Proposer in the event that Proposer does any of the following: (1) makes written admission of its inability to pay its debts or obligations as they become due; (2) files a

voluntary petition in bankruptcy; (3) is adjudicated as bankrupt or insolvent; (4) seeks, consents to or acquiesces in the appointment of any trustee, receiver or liquidator of all or any substantial part of its business assets; (5) fails to actively operate its business for a period of more than seven (7) consecutive days without the prior written consent of Library; or (6) fails to maintain the insurance coverage required in this Contract. The Contract shall terminate immediately if it is no longer permitted by applicable laws, rules or regulations, or if Library decides to limit or discontinue their operation for any reason.

Modification of Contract

No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Contract, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this Section may not be waived except as herein set forth.

Codes, Laws, and Regulations

Proposer will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Contract.

Adjustment of Services

The Library reserves the right to eliminate, reduce or otherwise adjust the scope of services provided by the Proposer.

Assignability

Neither this Contract nor any rights hereunder may be assigned by the Proposer without Library's prior written consent.

Governing Law

It is understood and agreed that the construction and interpretation of this Contract shall at all times and in all respects be governed by the laws of the State of Missouri. The parties agree that any legal action brought in connection with this Contract is to be maintained only in the Circuit Court of Jackson County, Missouri.

Insurance

Proposer shall purchase and maintain, at its own expense, for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the work by the Proposer, its agents, representatives, or employees. All such insurance shall name the Library as an additional named insured and evidence of such insurance and renewals shall be provided to the Library prior to commencement of work. All such insurance will be issued by insurance companies that have a general policyholder's rating of at least **A** and a financial rating of at least **XI** in the most current *Best's Insurance Reports* available on the date the Proposer obtains or renews the insurance policies.

An acceptable Certificate of Liability Insurance with a minimum of the following limits:

GENERAL LIABILITY

General Aggregate	2,000,000
Products Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Legal Liability	50,000
Medical Payments	5,000

AUTO LIABILITY

COMBINED SINGLE LIMIT	1,000,000
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WORKERS COMPENSATION	100,000/100,000/500,000
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The Certificate Holder shall be:

Mid-Continent Public Library District #3
Attention: Jeremy Willmoth
15616 East 24 Highway
Independence, MO 64050
Phone 816-521-7286

Proposer understands and agrees that the Library cannot save and hold harmless and/or indemnify the Proposer or its employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposer's employees related to the Proposer's services under this Agreement. Therefore, the Proposer must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Library, its employees, its clients, and the general public against any such loss, damage and/or expense related to the services performed under this Agreement. The insurance

coverage shall include general liability insurance in an amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate with endorsements including but not limited to risks of false imprisonment, malicious prosecution, libel, slander, and violation of right of privacy as well as the Missouri statutory requirements for workers compensation insurance. Written evidence of the insurance shall be provided by the Proposer to the Library, the initial written evidence being attached hereto and marked as Exhibit A. The evidence of insurance shall include, but not necessarily be limited to effective dates of coverage, limits of liability, insurer's names, policy numbers and endorsement by representatives of the insurance company. Evidence of self-insurance coverage or of another alternative risk financing mechanism is not permitted.

Insurance policies required of Proposer by the Agreement shall:

- Be issued by insurance companies licensed to do business in the state of Missouri with general policyholder's ratings of at least A and a financial rating of at least XI in the most current Best's Insurance Reports available on the date the Proposer obtains or renews the insurance policies. If Best's ratings are changed or discontinued, the parties shall agree to an equivalent method of rating insurance companies.
- Name the Library as an additional insured as its interest may appear on the policy.
- Provide that the insurance is not cancelled or materially changed in the scope or amount of coverage unless thirty (30) days' advance notice is given to the Library.
- Be primary policies.
- Be permitted to be carried through a "blanket policy" or "umbrella" coverage.
- Have deductibles not greater than \$1,000.
- Be written on an "occurrence" basis.
- Be maintained during the entire Term and any extension Terms.

By the date of award and upon each renewal of its insurance policies, Proposer shall give such certificates of insurance to the Library.

Independent Contractor

It is specifically agreed by the parties that the relationship of Proposer to Library is that of an independent contractor and that Proposer is not an agent, partner, or employee of the Library. Proposer acknowledges that Proposer is not entitled to receive from Library any tax withholding, workers' compensation, unemployment compensation, or any employee benefits, statutory or otherwise.

Access to Records

Proposer shall maintain all fiscal records and any other records relating to this Contract in such a manner as to clearly document the Proposer's performance hereunder. Library or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Proposer which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions.

Debarment and Suspension (*E.O.s 12549 and 12689*)

The Proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental debarment or agency. The Proposer must notify the Customer within 30 days if debarred by any governmental entity during the Contract period.

Federal, State, and Local Taxes, Licenses, and Permits

The Proposer will comply with all laws and regulations on taxes, licenses, and permits.

E-Verify (*for over \$5,000 in annual business*)

The Library is a political subdivision of the State of Missouri, and this contract (or arrangement) is subject to the laws and regulations of the State governing its contracts, specifically including RSMo Sec. 285.530.2. Pursuant to that section, this contract is contingent on your provision to the Library of an affidavit affirming that you have enrolled and participate in a federal work authorization program with respect to the employees working in connection with the services to be provided to the Library pursuant to this contract and that you do not knowingly employ any person who is an unauthorized alien in connection with the provision of those services.

Safety Training

Pursuant to Missouri Revised Statute Section § 292.675, and RFP responses related to construction, reconstruction, demolition, painting and decorating, or major repair as defined by the Statute shall comply with this section. Proposer shall provide a ten-hour OSHA Construction Safety Program for its on-site employees which includes a course in construction safety and health approved by OSHA, or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All Proposer's on-site employees shall complete the program within sixty-days (60) of the date they begin work on the Project.

TERMINATION FOR NON-APPROPRIATION OF FUNDS (*for any contracts longer than 12-mo*)

Notwithstanding any other provision of this Contract, the Library shall not be obligated for the Proposer's performance hereunder or by any provision of this Contract during any of the Library's future fiscal years unless and until the Library Board appropriates funds for this Contract in the Library's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The Library shall notify in writing of any such nonallocation of funds at the earliest possible date.

Anti-Discrimination Against Israel (*for over \$100,000 and more than 10 employees*)

In accordance with Missouri Revised Statute Section § 34.600, titled the "Anti-Discrimination Against Israel Act," each party certifies it is not currently actively or indirectly engaged in and shall not, for the duration of the contract, actively or indirectly engage in a boycott of goods or services from the State of Israel and shall otherwise comply with the provisions of Missouri Revised Statute Section § 34.600.

In addition to the general requirements listed above, the successful Proposer shall comply with all laws, ordinances, regulations, applicable zoning and building requirements, and orders of federal, state, county, and local governing authorities pertaining and applicable to each Library District Location, the successful Proposer, and/or the Library District.

Notice to Vendors

Failure to carefully read and understand this RFP may cause the Proposal to be out of compliance, rejected by the Library, or legally obligate the Respondent to more than it may realize. Information obtained by the Respondent from any officer, agent, or employee of the Library shall not affect the risks or obligations assumed by the Respondent or relieve the Respondent from fulfilling any of the RFP conditions or any subsequent Contract conditions. Attempts by or on behalf of a Respondent to contact or influence any member of the selection committee, any member of the Board of Trustees, or any employee of the Library regarding the acceptance of a Proposal may lead to elimination of that Respondent from further consideration. Only the format described in the RFP will be accepted as compliant for the submitted Proposal. Failure to completely respond to this RFP may result in disqualification.

Rights Reserved

- The Library reserves the right to select the Proposal(s) which in its sole judgment best meets the needs of the Library. The lowest proposed cost will not be the sole criterion for recommending the Contract Award.
- The Library reserves the right to award multiple Contracts from this RFP.
- The Library reserves the right to reject any or all Proposals and to waive technicalities and informalities when such waiver is determined by the Library to be in the Library's best interest.
- The Library reserves the right to modify this RFP by issuance of one or more addenda.
- The Library reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the Library reserves the right to remove or add deliverables until the final contract signing.
- This RFP does not commit the Library to award any Contract. All Proposals submitted in response to this RFP become the property of the Library and public records, and as such, may be subject to public review.
- The Library shall not be responsible or liable for any pre-contractual expenses incurred by Respondents, including but not limited to costs incurred in the preparation or submission of Proposals. The Library shall be held harmless and free from all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

Acceptance of RFP Terms

A Proposal submitted in response to this RFP shall constitute a binding offer. The Vendor shall identify clearly and thoroughly any variation between its offer and this RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance. The Vendor's authorized representative may withdraw Proposals only by written request received before the RFP due date. In supplementation and not in limitation to the terms, covenants and conditions set forth elsewhere in the Contract, the Library and Vendor agree to the following terms, covenants, and conditions respecting the Work, the Project, and the ways and means by which the Vendor carries out the Work. Contract terms, covenants and conditions in the definitive Contract shall include, but will not be limited to, the following terms, covenants, and conditions.

Key Personnel

The Library requires reasonable assurance as to the consistency and quality of Vendor staffing for the Project. Accordingly, the Vendor shall in its Proposal identify and commit to the Project and the Work its key personnel (the "Key Personnel"), and, respecting individual Key Personnel, the Contractor agrees that:

- The Library shall have the option and prerogative to interview and consult with the Vendor concerning all proposed Key Personnel.
- The Proposal shall set forth the Vendor's list of proposed Key Personnel, with current Resumes.
- The Library shall have the right to require the Contractor to replace Key Personnel from the Project and the right to review and approve proposed substituted Key Personnel.
- The Contractor may not and shall not remove any of its Key Personnel from the Project without the Library's prior written approval.

Implied and Express Warranty

The Vendor expressly warrants that the proposed and implemented services and products conform in all material respects to the Scope requirements and specifications as stated in this RFP for a period of no less than 12 months after final acceptance. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the Library by any other clause of this Contract.

Express Warranty Remedy

The Library requires that the Vendor commit to repair or replace any infrastructure necessary to fulfilling the deliverables guaranteed by an agreed upon contract during the life of the warranty. In the event a problem cannot be fixed or replaced, the Vendor will refund the full amount paid for the services, implementation, and any additional paid costs.

Milestones

The Library requires that all compensation accrue to the Vendor based on successful completion of Project milestones. After the Library's acceptance of the milestone, the Vendor shall invoice the Library for any applicable payment. Milestone payment amount shall either be a fixed fee or hourly based on the amount of time spent on the milestone, up to an aggregate not-to-exceed limit, and sub limits, not-to-exceed, pertinent to each milestone.

Data Ownership

The Library defines the term "Data" to mean all information, whether or not confidential, entered into software or equipment by or on behalf of the Library and information derived from such information, including as stored in or processed through the equipment or software, including without limitation, all data and information submitted to a Vendor by

the Library. All responding Vendors should be aware that all Library Data shall remain the sole and proprietary property of the Library in perpetuity, throughout and beyond the term of any contract.

The Library requires that the Data owned by the Library must be transferrable to the Library in a usable format and should include a Data Dictionary. It should also include the ability to roll off Data to retrievable archives and the ability to load historical Data for reporting purposes.

No Vendor shall be permitted to destroy or cause to be destroyed; any Library Data unless otherwise permitted by the Library through prior express written consent. At any time during the term of the definitive Contract and any subsequent Contracts, resulting from this RFP, the Library may request copies of or access to, all or any subset of Library Data.

Upon termination of the definitive Contract for any reason, with a time period to be set at the time of Contract negotiations, the Vendor agrees to return in an industry-standard and Library approved format, media containing all Library Data then in possession of the Vendor or any subcontractor. Upon completion of the return of all Data to the Library, the Vendor shall then take all reasonable efforts to destroy and dispose of securely all Library Data in its possession or in the possession of any subcontractors.

The Vendor shall notify the Library immediately in the event of any type of Data breach and the Vendor shall satisfy applicable Data retention requirements as set forth by the Library.

Disputes

Should any doubt or difference of opinion arise between the Library and the successful Proposal awarded this Contract as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the Library shall be final and binding upon all parties.

Prohibition of Public Benefits to Unauthorized Workers

Pursuant to Missouri Revised Statute Section § 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized worker to perform work within the state of Missouri. Proposers shall comply with the provisions of Missouri Revised Statute Section § 285.525 through 285.550 and execute the notarized affidavit attached hereto as **Attachment 3**, Affidavit of Work Authorization before the Agreement can be finalized.

Attachment 1
Vendor Statement

DATE _____

The undersigned Vendor, having examined this RFP and having full knowledge of the condition under which the work described herein must be performed, proposes that the Vendor will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that Proposer will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated price as proposed.

Submitted by authorized representative:

Firm FEI/SSN

Signature Typed Name & Title

Address City, State, Zip Code

Telephone Fax Number

Service Provider Identification Number (SPIN)

FCC Registration Number (FRN)

Contact Person:

Name Title

Address City, State, Zip Code

Telephone email

Attachment 2

In-Person Interviews

In-person interviews are currently scheduled for the following dates. Please indicate your availability and date preference to provide a Proposal presentation in the event your Proposal is elevated to that stage. Elevated proposers will be notified of the scheduled demonstration time when elevated.

Date	Availability (Y/N)	Proposed Time
October 28, 2024		
October 29, 2024		
October 30, 2024		
October 31, 2024		
November 1, 2024		

Signature

Typed Name & Title

Date

Attachment 3

AFFIDAVIT OF WORK AUTHORIZATION

I. _____, of lawful age and being first duly sworn by oath, state as follows to the Mid-Continent Public Library District, a political subdivision of the State of Missouri:

1. In accordance with R.S.Mo. § 285.530(2) _____ (“Contractor”) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted service “MCPL Managed Print Service” (the “Project”) for the duration of the contract.

2. I also affirm that Contractor does not and will not knowingly employ any person who is an unauthorized alien in connection with the contracted services related to the Project for the duration of the contract, if awarded.

3. Furthermore, I also affirm that all subcontractors working on this contract for services to the Mid-Continent Public Library District shall affirmatively state in writing in their contracts with Contractor that they are not in violation of R.S.Mo. § 285.530(1), and shall not thereafter be in violation. Alternatively, the subcontractor shall submit to the Consultant/Contractor a sworn affidavit under penalty of perjury attesting that all employees are lawfully present in the United States.

FURTHER AFFIANT SAYETH NAUGHT.

(Signature)

Dated: _____

STATE OF _____)

) ss.

COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 20__.