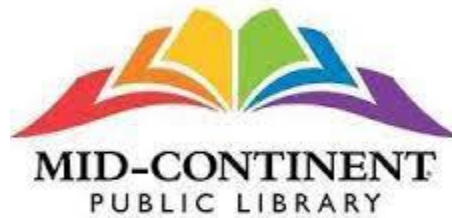


MID-CONTINENT PUBLIC LIBRARY

REQUEST FOR PROPOSAL 2024-Self-Checkout Stations

July 23, 2024



Proposals will be accepted until:

Friday, August 23, 2024

Mid-Continent Public Library Request for Proposal

2024-Self-Checkout Stations

Instructions to Proposers

General Instructions

The Mid-Continent Public Library (“Library”) invites qualified applicants to submit a proposal for (proposal purpose).

Submission of Proposal

Proposals may be submitted by (choose either hard print copy, email, or both), to be received no later than (time should match the cover page). All correspondence should be marked “**MCPL RFP 2024-Self-Checkout Stations Response**”. Please note that if you are submitting your proposal by email, the library must receive the email no later than (time listed on the first page).

Official Contact

Any questions concerning this Request for Proposal (“RFP”) should be submitted via email to:

Bryan Gash
Chief Technology Officer
bgash@mymcpl.org
816.521.7233

All questions concerning this RFP must be received no later than August 22, 2024.

Ownership of Documents

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

Confidentiality of Information

Any proprietary information furnished by a Proposer to the Library that is designated confidential shall be treated as confidential to the Library to the extent allowable by law.

RFP Award

The Library reserves the right to accept or reject any and all proposals, to make a partial award, or to make a multiple vendor award. The acceptance or rejection of any or all proposals and the making of an award or a partial award will be at the sole discretion of the Library. The Library reserves the right to request additional information. The contract shall be awarded to the qualified Proposer(s), whose proposal (which may include and incorporate the outcome of any subsequent negotiations), is determined to be in the best interest of the Library.

Addenda/Cancellation

The Library may modify or cancel the RFP at any time prior to the RFP due date by issuance of an Addendum or Cancellation to all Proposers who are participating in the process at the time the Addendum/Cancellation is issued. Addenda will be made available, and Cancellations will be posted on the Library’s RFP/RFQ website <https://www.mymcpl.org/library-information/working-with-mcpl/requests-for-proposal>. Proposers should monitor the Library’s website for updates/information/addenda/cancellations. Verbal modifications to the RFP shall not be binding on the Library.

Clarification of Proposals

The Library reserves the right to obtain clarification of any point in the proposal or to obtain additional information necessary to properly evaluate a particular proposal. The failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the proposal.

Method of Selection

Award will be made to the most responsive and responsible Proposer offering the best value and most economical proposal as defined by the Library. In general, the following criteria will be used: (Examples of criteria: *price, qualifications, service approach, and the experience of the Proposer, with price being the primary factor.*) Per Library policy, a preference will be given to local vendors and minority and/or women business enterprises (M/WBE).

After the Library's initial evaluation of proposals, select proposals will undergo a detailed review and evaluation. As part of this detailed review of proposals, selected Proposers may be required to make oral presentations of their proposals to the Library. These presentations provide an opportunity for the Proposers to clarify the proposals.

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

Acceptance of RFP Terms

A proposal submitted in response to this RFP shall constitute a binding offer. The Proposer 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 proposer's authorized representative may withdraw proposals only by written request received before the proposal due date.

Proposal Validity Period

Each proposal shall be valid for a period of ninety (90) days from the proposal due date.

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.

General Specifications

Introduction

MCPL is seeking proposals for 75 new self-checkout stations to replace the 119 stations that are currently in service.

In the fiscal year 2023 -2024 MCPL had a door count of 2,491,079 visitors and circulated 5,029,606 physical items in our branches. 60% of our physical items circulated were checked out at the self-checkout kiosks.

Proposals should contain the following information

- Brief description of vendor
- Vendor contact
- At least 3 customer references

- Pricing for base self-checkout unit
- Pricing for add-on credit/debit terminals
- Pricing for add-on coin/bill payment
- Any additional costs for
 - Installation
 - Staff training
- Cumulative total for entire proposal

Proposal should include options for purchasing as well as leasing options with annual pricing. Annual support and maintenance pricing should be included as well.

Removal and recycling of existing self-checkout units should be included as part of the proposal if available.

One digital copy of the proposal will be acceptable for a response to this RFP.

On-site Demo of Self-Checkout Station Requirements

MCPL requires that each vendor provide an onsite demo at our Administrative Headquarters facility of the hardware and software included in the proposal. Dates for the demo will be scheduled with each vendor. See Timeline below for dates when this will occur.

Software Requirements

MCPL has the following requirements for the software on the self-checkout kiosks

- Centralized management for configuration and reporting
- Digital signage option when kiosk is not in use for displaying events, etc.
- Patron options
 - Onscreen keyboard for manual card and pin entry
 - Check materials out
 - Check materials in
 - Renew materials
 - Receipt options, none/email/print
 - Payment of fines, fees, and bills

Hardware Requirements

MCPL has the following requirements for the hardware on the self-checkout kiosks

- Different color or lighting options to distinguish units
- Touchscreen monitor for patron input
- Barcode scanner
- RFID scanner
- Receipt printer
- Credit/debit card terminal
- Coin/bill payment

Timeline Summary

- All vendor responses should be received by 5pm, August 23rd, 2024.
- On site demo of vendor stations will be scheduled between September 16th, 2024, and September 27th, 2024.
- Vendor selection process and contract awarded will occur by October 11th, 2024.
- Removal of old stations and installation of new stations will be scheduled with selected vendor to occur after January 1st, 2025.

Proposal Content and Format

To provide a degree of consistency in review of the written proposals, Proposers are required to prepare their proposals in the format described below:

Proposal Response Form

An individual having full authority to execute the proposal and to execute any resulting contract for services (“authorized representative”) must complete and submit the attached Proposal Response Form (**Attachment A**) or submit a signed letter of transmittal that contains the same information and statements as indicated in the Proposal Response Form.

Experience, Expertise and Capabilities

Give a background of the company’s or Proposer’s experience and qualifications. This should include a brief history, the date of its founding, ownership, and any subsidiary relationships. Also list the types of services the company or Proposer is qualified to perform. Give examples of experience and references for similar services to other entities. If the company or Proposer is local to the Kansas City metropolitan area, or if the company or Proposer is a minority and/or women business enterprise (MBE/WBE), this should be noted to utilize the Library’s preference for local, and MBE/WBE vendors.

Personnel

For Company proposals, provide the names of key personnel who would be directly involved in providing services to the Library. Describe their relationship in the company, the role they would play, their experience, qualifications, and years of service with the company.

Use of Subcontractors

The selected Proposer shall be solely responsible for all services as required by the RFP. Subcontractors, if any, will be the responsibility of the Proposer and the role of subcontractors must be clearly identified in the proposal. The Library may factor this information in the evaluation of the service approach of the Proposer. The use of a subcontractor(s) does not relieve the selected Proposer of liability under this contract (see **Intellectual Property, Indemnity, Licenses & Releases**).

Service Approach

Submit a clear, concise response to accomplish the scope of services that reflects your understanding of the Library’s requirements as described in the **Scope of Services**. This response should demonstrate an understanding of the Library’s needs.

Cost/Charges

Submit a detailed breakdown of the costs and charges involved in completing the scope of work in the format of **Attachment C**. The Library relies on the Proposer to assure that all charges to complete the scope of work are submitted in the proposal and that there are no hidden costs or charges that will be incurred by the Library. For convenience. The Library can provide interested vendors with an electronic version of **Attachment C**; please email (contact email address) to request this.

Authorized Representative

Include the name, title, and contact information of the person in your organization authorized to negotiate contract terms and render binding decisions on contract matters.

References

Submit information regarding three (3) comparable projects that the vendor has completed as the prime Proposer within the last five (5) years. The projects shall indicate the start and completion dates, services and equipment provided, project costs, contract term, warranty, and benefits to the owner. Please provide contact information for each reference.

Terms and Conditions

Contract Term

The term of this contract will begin (list out the initial term and if there are any options for renewal).

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. 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. 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
WORKERS COMPENSATION	100,000/100,000/500,000

The Certificate Holder shall be:

Mid-Continent Public Library District #3
Attention: Qun Fang
15616 East 24 Highway
Independence, MO 64050
Fax 816-521-7253

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 works 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. and
- 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. 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.

Other Considerations

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 B**, Affidavit of Work Authorization before the Agreement can be finalized.

Attachment A
PROPOSAL RESPONSE FORM

DATE _____

Proposal of : _____, (herein after called Vendor), a Corporation/Partnership/an Individual doing business as

_____.

TO: The Mid-Continent Public Library (hereinafter called the Owner).

The Vendor, in compliance with your Request for Proposal for (list the purpose) having examined the RFP and Scope of Services with related documents and being familiar with all of the conditions surrounding the work, hereby agrees to perform the work required by the project in accordance with the contract documents, within the time set forth in the Proposal Submission Instructions, and at the price stated therein. These prices are to cover all expenses incurred in performing the work required by the contract documents, of which this proposal is a part.

Vendor acknowledges receipt of the following addenda in the event subsequently issued.

Vendor agrees to perform the services described in the RFP Scope of Services.

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)

Attachment B

AFFIDAVIT OF WORK AUTHORIZATION

I. _____, of lawful age and being first duly sworn my 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 “*name of rfp project*” (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__.