



**Request for Proposal
Automated Materials Handling System
City of Ankeny, Iowa**

Section 1 – Notice of Request for Proposal

1.1 Notice of Request for Proposal

Notice is hereby given that sealed proposals will be received before 3:00 p.m. CST on Monday, November 19, 2018, at the City of Ankeny Finance Department, in City Hall, 410 West First Street, Ankeny, Iowa for the purchase, installation, and maintenance of an automated materials handling system for the new Ankeny Kirkendall Public Library.

1.2 RFP Timeline

Name of the Proposal	Automated Materials Handling System
Date of Issuance	Monday, October 22, 2018
Deadline for Questions	Monday, November 12, 2018
Deadline for Proposal Submittal	Monday, November 19, 2018, before 3:00 p.m. CST
Recommendation for Award	Monday, December 17, 2018
Proposals Shall Be Submitted To	City of Ankeny Finance Department 410 West First Street Ankeny, IA 50023-1557
Method of Submittal	Mail delivery or in person Emailed or faxed bids are not acceptable
Contact Person, Title	Sandy McClure, Purchasing Coordinator
Email Address	smcclure@ankenyiowa.gov
Phone Number	(515) 965-6401

1.3 The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Proposer. Similarly, the City is not responsible for, and will not open, any proposal responses that are received on or after the time stated above.

1.4 Proposals will be publicly opened on Monday, November 19, 2018, at 3:00 p.m. CST in City Hall, 410 West First Street, Ankeny, Iowa. Only the names of those companies who submitted proposals will be revealed. The main purpose of this opening is to reveal the name(s) of the Proposer(s), not to serve as a forum for determining the award.

- 1.5 Proposals will be evaluated promptly after opening. After an award is made, a proposal summary will be sent to all companies who submitted a proposal. Proposal summaries will not be given over the telephone. Proposals may be withdrawn at any time prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

Section 2 – Instructions to Proposers

- 2.1 Whenever mentioned in this RFP the following terms shall have the meaning given as follows: “City” shall mean the City of Ankeny, Iowa. “Contractor” shall mean the firm providing the automated materials handling system. “Subcontractor” shall mean any person, firm, or corporation who contracts with the Contractor to perform a service for which the basis of payment or scope of services is identified as part of the Agreement. Project Manager shall mean Sam Mitchel, Library Director, who will be the designated coordinator and administrator for the Products and Services under the Agreement.
- 2.2 A representative who is authorized to bind the Company will sign on behalf of the Company to indicate to the City that you have read, understand, and will comply with the instructions and all terms and conditions stated in the Request for Proposal and all attachments.
- 2.3 Pre-Proposal Meeting
There is no pre-proposal meeting for this Project.
- 2.4 Insurance
Prior to the start of the Products and Services, and at all times during the term of the Products and Services and the Agreement, and any extensions thereof, the Contractor shall provide a certificate of insurance at its own expense. The certificate of insurance shall name the City as additional insured and reference the project. See Attachment B – Insurance Information.
- 2.5 Performance and Payment Bonds
The awarded Contractor shall furnish performance and payment bonds in an amount equal to the Agreement price as security for the faithful performance and payment of all Contractor’s obligations under the Agreement documents.
- 2.6 This Request for Proposal does not commit the City to make an award, nor will the City pay any costs incurred in the preparation and submission of proposals or costs incurred in making necessary studies for the preparation of proposals.
- 2.7 Addenda
Any matter of this proposal package that requires explanation or interpretation must be made in writing by Monday, November 12, 2018. Email all questions to Sandy McClure, Purchasing Coordinator at smcclure@ankenyiowa.gov. Any and all questions will be responded to in the form of a written addenda to all companies. All addenda shall become part of the Agreement Documents and shall be acknowledged and dated on the bottom of Attachment D – Signature Page Form. It is the Proposer’s responsibility to check for addenda.

2.8 Exceptions to Documents

The Proposer shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. Proposers are cautioned that exceptions taken to this RFP may cause their proposal to be rejected. See Attachment C – Bid Submittal Form.

2.9 Silence of Specifications

Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification that affects the performance or integrity of the Products and Services being offered shall be addressed in writing and submitted with the Proposal.

2.10 Incomplete Information

Failure to complete or provide any information requested in this Request for Proposal, including references, and/or additional information as indicated, may result in disqualification by reason of non-responsiveness.

2.11 In the event of conflict, the Special Terms and Conditions shall take precedence over the General Terms and Conditions, included herein.

Be advised that any conversation (in reference to this RFP) between Proposers and any City employee, City official or City Project Manager, outside of the Purchasing Coordinator, during the entire competitive proposal process is strictly prohibited. Such actions will result in removal of the Contractor from the vendors list and rejection of the Contractor's proposal. **The only official position of the City is that position which is stated in writing and issued by the Finance Department.** No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

Section 3 – Special Terms and Conditions

3.1 Term of Agreement

3.1.1 The initial term of the Agreement shall commence on the date the City executes the Agreement and have a term of one (1) year.

3.1.2 The Agreement may be extended by written mutual agreement by the City and the Contractor.

3.1.3 An Agreement, prepared by the City and signed by the Mayor, shall become the document that authorizes the Products and Services to begin, assuming the insurance requirements have been met and the performance and payment bonds have been received. Each section contained herein, any addenda and the response from the successful Proposer shall also be incorporated by reference into the resulting Agreement.

3.1.4 The City reserves the right to make changes to the Products and Services to be provided which are within the Project. No assignment, alteration, change or modification of the terms of the Agreement shall be valid unless made in writing and agreed to by both the City and

the Contractor. The Contractor shall not commence any additional Products and Services or change the scope of the Products and Services until authorized in writing by the City. The Contractor shall make no claim for additional compensation in the absence of prior written approval and amendment of the Agreement executed by both the City and the Contractor. The Agreement may only be amended, supplemented or modified by a written document executed by the Contractor and the Mayor.

- 3.1.5 No price escalation will be allowed during the initial term of the Agreement. If it is mutually decided to renew beyond the initial period and the Contractor requests a price increase, the Contractor shall provide sufficient written certification and documentation to substantiate the request. Documentation shall include, but is not limited to, actual materials invoices, copies of commercial price lists, provision of appropriate indices, etc. which reflect said increases. The City reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the Agreement.

3.2 Agreement Form

- 3.2.1 If a Proposer intends to request that the City enter into any Agreement Form in connection with the award of this Project, the form must be submitted with the proposal for review by the City's legal counsel during the evaluation process.
- 3.2.2 Proposers are advised that in the event any such Agreement contradicts the City requirements, the proposal may be rejected due to the contradiction unless Proposer agrees to deletion of such clauses.
- 3.2.3 If no Agreement Form is included with the proposal, no such form will be approved by the City during the evaluation process, or following award of Agreement.
- 3.2.4 The City will in no case agree to terms not submitted for review with proposals.

3.3 Payment Terms and Invoice Submittal

- 3.3.1 Payment terms for Products and Services authorized under the Agreement shall be net forty-five (45) days upon receipt of an original invoice and after services are performed, inspected and accepted and all required reports are received in a format acceptable to the City.
- 3.3.2 Invoices shall be submitted according to the compensation agreed upon between the City and Contractor.
- 3.3.3 Surcharges (e.g. fuel surcharges, restocking) shall not be allowed to be added to invoices as an additional line item.
- 3.3.4 All invoices and supporting documentation shall be submitted to the City of Ankeny Finance Department, 410 West First Street, Ankeny, IA 50023-1557.
- 3.3.5 The City may withhold payment for reasons including, but not limited, to the following:

- a) Product and/or services that are defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the Contractor;
- b) Damage for which Contractor is liable under the Agreement;
- c) Valid liens or claims of lien;
- d) Valid claims of Subcontractors or other persons;
- e) Delay in the progress or completion of the installation;
- f) Inability of Contractor to complete the installation;
- g) Any other failure of Contractor to perform any of its obligations under the Agreement;
- h) The cost to City, including attorney's fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the City's remedies set forth in the Agreement.

3.3.6 Actual travel time to and from the installation location is not reimbursable under the Agreement.

3.4 Regulatory Agency Compliance

Compliance with laws and regulations set forth by regulatory agencies is required. The City expects that Proposers will offer expertise on conformance with regulations applying to the products and/or services. Failure to assist the City in this area may be just cause for rejection.

3.5 Permits/Licenses

Contractor is responsible for all permits and/or licenses to perform the duties of this Agreement.

3.6 Tools and Equipment

The Contractor shall be equipped with the normal tools of their trade and shall furnish all labor, tools and other items necessary for and incidental to executing and completing all required work. Contractor shall provide all required tools, equipment, consumable products, and testing instruments needed to complete installation of a fully operational automated materials handling system.

3.7 Training

The Contractor shall provide training with the appropriate staff prior to the automated materials handling system being put into service. The Contractor will provide all necessary instructors for this purpose. All capabilities and controls shall be demonstrated and all service and maintenance requirements shall be reviewed. The training session shall be scheduled through Sam Mitchel, Library Director.

Section 4 – Scope of Work, Specifications and Proposal Content Requirements

4.1 Scope of Work

The City is seeking proposals from qualified Contractors for the purchase, installation, and maintenance of an automated materials handling system for the new Ankeny Kirkendall Public Library currently under construction at 1212 SW District Drive, Ankeny, Iowa 50023. The new Library is scheduled to open on or about October 1, 2019. The automated materials handling system shall be installed and operational by June 1, 2019 or thereafter contingent upon substantial completion

of the Library construction. The Library intends to purchase equipment with the following attributes:

4.1.1 Attribute 1 – Customer-Centric Design Approach

The Library seeks a system that does not require customers to be trained or practiced in any particular technique. Customers know how to return library materials and should be unaware of the process behind the scenes. The customer facing portion of the system selected shall resemble a book drop. Proposal shall include responses to the following questions regarding the system proposed:

- a) Does the customer interact with any kind of interface? If so, describe and provide an image.
- b) Does the customer have to follow any kind of instructions, pacing or technique? If so, describe.
- c) How do customers return materials if the system is unavailable due to maintenance or some fault condition?
- d) Describe and list materials that cannot be introduced into the system. Describe any warnings or prohibitions for any kind of materials introduced in your automated materials handling system.

4.1.2 Attribute 2 – Labor Mitigation Goal

The Library seeks a system that positions the Ankeny Kirkendall Public Library to work directly with customers. The automated materials handling system shall be part of the overall strategy that moves the labor investment away from materials processing. The Library is interested in any strategy, tool, process, or efficiency to lower the labor point for back-of-the-house operations and move toward value-added services. The ideal automated materials handling system will mitigate staff workplace injury by exploiting hardware and software instead of Library employees. Proposal shall include responses to the following questions regarding the system proposed:

- a) Describe how materials get into the system – any and all acceptable methods. This question pertains to how both internal and external customers induct materials into the automated materials handling system.
- b) Does the system include a method for machine-inducting materials? If so, can the system unload materials from bins, totes or other containers?
- c) How does the system handle conveyor feeds from disparate locations – inside and outside book drop? The Library design includes automated induction from the outside book drop and manual induction (e.g. bins, totes or other containers) from the inside book drop. Include sample designs showing how the system handles these needs with the proposal submittal. Does the system have the ability to prioritize and accumulate materials from different locations?
- d) Describe any specialized containers that are required as a presupposition of the system design. Provide a complete inventory, description, and image of supported bins and

tote containers. Describe if the system can sort to these containers. Describe if the system can induct from these containers.

- e) Describe the system's ability to print hold slips to set specifications. Describe how the system would print this slip to include the following information in any font, size and spacing chosen by the Library:

Line #1: The first 3 letters of the customer's last name, the first letter of the customer's first name and the last 3 digits of the customer's library card number

Line #2: The first 20 characters of the material title

Line #3: The bar code of the item

Line #4: The hold expiration date – any date configuration that is a definable number of days

- f) Provide an image or images of the management interface that controls the automated materials handling system.
- g) Describe the system's ability to signal staff when conditions exist that require attention. The signal can be either visual or auditory.
- h) Describe the system's ability to process expired library holds.
- i) Describe what happens if materials that have not been checked out are entered into the system.
- j) Describe what happens if materials that cannot be identified are introduced into the system.
- k) Describe what happens if items are tangled or introduced into the system in multiples.
- l) Describe your strategy to handle items in bulk and separate them for processing.
- m) Rate the system against the following error conditions:
- When the system is under a load, what percentage of materials make their way through the system without being processed?
 - When the system is under a load, what percentage of materials is sorted into the wrong containers?
 - How many items (assuming the error rates above) can the system process in one (1) hour?

4.1.3 Attribute 3 – System Compatibility, Flexibility and Ownership

The Library seeks a solution that can work with a variety in terms of RFID and Integrated Library Systems (ILS). The automated materials handling system needs to be compatible with multiple vendors for RFID tags in order to accommodate future changes that may occur. Proposal shall include responses to the following questions regarding the system proposed:

- a) Describe the system's ability to interface with Polaris Innovative. Under what conditions would you consider an error or unmet expectation to be due to your system solution rather than the ILS?
- b) List the integrated library systems that you currently work with including institution name, customer contact name, phone number and email address.

- c) Describe the system's ability to read and interface with disparate RFID tags. Are you willing to certify that your system will work with tags from any reputable RFID vendor?
- d) Describe the data criteria accessible with the Polaris Innovative system that the automated materials handling system can use to sort. Indicate the ability to sort on the following criteria:
 - Collection codes
 - Item status such as "Hold" for pickup by customer
 - Call number

4.1.4 Attribute 4 – System Sustainability

The automated materials handling system must work effectively and efficiently for the long term needs of the Library. Proposal shall include responses to the following questions regarding the system proposed:

- a) Describe the maintenance package(s) available for the automated materials handling system – services, cost, and service level agreements.
- b) Describe the expected or routine maintenance regiments for the automated materials handling system proposed.
- c) Provide financial records for the most recent complete fiscal year to show the health and well-being of the firm.
- d) Provide a list of employees and their role in the company.
- e) Describe any guarantees/warranties the firm will offer to show the firm's willingness to stand behind the automated materials handling system proposed – service level agreements, liquidated damages for non-compliance, etc.
- f) Describe any spare parts inventory that would be recommended for purchase by the Library if your system were selected.
- g) Describe the training to be provided concerning both routine operation and maintenance of the system?
- h) Describe the process that staff would use to modify sort criteria. Can the system have two (2) sort criteria at the same time with the ability to toggle between them?
- i) Provide a detailed cost breakout for the automated materials handling system solution proposed including hardware, software, training, shipping, installation, and any other requirement necessary to make the solution operational, meeting all deliverables and specifications.
- j) Provide a detailed description and listing of all expectations you would have of the Library if awarded the Agreement. Include any actions, tasks, or dependencies that must be accomplished by the Library before your product can be installed.

4.1.5 Attribute 5 – Solution Design

The Library desires an automated materials handling system that fits the architecture and service needs of the new facility and makes the most economical use of the space in the circulation work room as possible. The system shall work at an optimal level while leaving

as much space as possible. Proposal shall include responses to the following questions regarding the system proposed:

- a) Describe the workstation, server, or backbone infrastructure that undergirds the proposed automated materials handling system solution. What options would the Library have if the workstation is out of order or in need of repair?
- b) Does the system have the ability to process items in any kind of offline mode?
- c) Can routine conversations be heard above the noise of the unit under typical operation?
- d) What reports are provided by the system?
- e) What features and functions are provided with the system to insure operator safety?

4.1.6 Design Concepts

Design concepts shall be included in the proposal, using the architectural plans provided in the RFP as Attachment E – First Floor Plans.

Section 5 – Proposal Evaluation and Award

5.1 Award

Any award made by the City is subject to approval by the Ankeny City Council.

5.1.1 Award shall be made to the Proposer submitting the most responsible and responsive proposal which offers the greatest value to the City with regard to the criteria and specifications set forth herein. The City reserves the right to accept or reject any or all proposals; to resolicit the proposal; to award proposals item-by-item, by groups or lump sum; and to waive technicalities and formalities where it is deemed advisable in protection of the best interests of the City.

5.1.2 If the evaluation team determines that the project should be awarded, the process shall be as follows:

- a) The evaluation team shall determine which Proposer has submitted the most responsible and responsive proposal.
- b) For projects equal to or greater than \$25,000 the City Council shall consider a resolution awarding the Agreement and authorizing the Mayor to sign the Agreement on behalf of the City.
- c) The Mayor executes the Agreement.
- d) The City issues a purchase order to the Contractor. The purchase order shall constitute authorization for the Contractor to commence the Products and Services.

5.1.3 If the evaluation team determines that all proposals received shall be rejected, the Proposers shall be notified by the Finance Department. The City may or may not resolicit the Project.

5.2 Proposal Evaluation Criteria

In addition to the specific attributes and design concepts described in the Scope of Work, Specifications and Proposal Content Requirements, the proposals will be evaluated based on, but

not limited to, the general evaluation criteria stated below and the completeness, clarity, and content of the proposal.

5.2.1 Qualifications and Experience

- a) Relevant experience of key personnel, including assigned project manager
- b) On-going training proposed
- c) Feedback from references, including performance on other library projects of similar scope and size
- d) Knowledge, experience, and demonstrated success with providing similar automated materials handling systems
- e) Technical support proposed
- f) Financial responsibility/stability

5.2.2 Cost Effectiveness

5.2.3 Company Responsiveness to RFP

- a) Total scope of services proposed
- b) Demonstrated understanding of the project
- c) Proposed timeline and Products and Services plan
- d) Responses to overall proposal and compliance with submission guidelines
- e) Proposal presentation (completeness, organization, appearance, etc.)

5.3 The City reserves the right to use both primary and secondary suppliers or to otherwise use multiple sources to protect the City's overall interests.

5.4 The Company must not have any unresolved performance issues with the City. The Company's performance as a prime Contractor or Subcontractor in previous City contracts shall be taken into account when evaluating the Company's submittal for this Request for Proposal. The City may survey other local agencies during the proposal evaluation period to determine if the Company has any unresolved or unsatisfactory performance issues. The City reserves the right to reject the Company's submittal based on its assessment of the Company's prior performance.

5.5 Financial terms will not be the sole determining factor in the award. To determine the award, the City will use a proposal evaluation method that will enable them to award an Agreement to the Proposer offering an automated materials handling system that represents the best overall value to the City.

5.6 Proposal Evaluation Procedures

Proposals will be evaluated using the Proposal Evaluation Criteria as listed above.

5.6.1 Written clarification may be requested during the evaluation process.

5.6.2 Demonstrations and/or conference calls may be requested to provide clarification of any aspect of the proposal that is deemed to have a material bearing on arriving at a fair determination of which proposal offers the best overall value.

Section 6 – Proposal Format and Submittal Instructions

6.1 Financial Proposal

This portion of the proposal shall include only the proposed cost. Proposed compensation and timeline shall be provided on the Attachment C – Bid Submittal Form.

6.2 Non-Financial Proposal

6.2.1 In order to facilitate the analysis of responses to this RFP, Contractors are required to prepare their proposals in accordance with the instructions outlined in this section. Contractors whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City.

6.2.2 Proposal shall be prepared as simply as possible and provide a straightforward, concise description of the Contractor's capabilities to satisfy the requirements of the RFP. Emphasis shall be concentrated on accuracy, completeness and clarity of content.

- a) Each of the nine (9) sections listed below shall be tabbed and labeled.
- b) Each page shall be numbered on the bottom right hand corner.
- c) Submit one (1) hard-copy original with three (3) copies of the proposal and one (1) electronic copy of the proposal (CD or flash drive).
- d) The proposal shall be organized as follows:

Proposal Tab Section	Title
1.0	Cover letter
2.0	Executive summary
3.0	Company background
4.0	Company prior experience
5.0	Responses to Scope of Work, Specifications and Proposal Content Requirements
6.0	Sample report documents
7.0	Certificate of Insurance
8.0	Bid Submittal Form
9.0	Signature Page Form

6.2.3 Tab 1.0 – Contractor shall provide a cover letter on corporate letterhead, signed by an authorized representative of the Company. The Contractor's name, address and signature shall be clear and legible.

6.2.4 Tab 2.0 – Proposers shall provide an executive summary which will be limited to a brief narrative highlighting the Contractor's proposal. The executive summary should not include cost quotations.

6.2.5 Tab 3.0 – Contractor shall provide information about their Company so the City can evaluate the Contractor's stability and ability to support the commitments set forth in the RFP. The City, at its option, may require a Contractor to provide additional documentation and/or clarify requested information.

- a) Brief description of the Company including past history, present status, future plans, etc.
 - b) Company size and organization.
- 6.2.6 Tab 4.0 – Contractor shall provide information about the organization and the individuals assigned to perform the Products and Services.
 - a) Location and description of company office designated to perform services requested in the RFP.
 - b) Indicate the number of people by level located within the office that will be assigned to this Agreement and the organization of the office.
 - c) Provide the name of the principal or project manager in your firm who will have direct and continued responsibility for the services provided to the City. This person will serve as the firm's point-of-contact.
 - d) Describe the professional experience of each individual proposed to be assigned to this project and provide a detailed listing of the projects they have worked on for other clients.
- 6.2.7 Tab 5.0 – Contractor shall provide responses to the Scope of Work, Specifications and Proposal Content Requirements detailed in Section 4. This section shall also include the work plan and schedule the firm proposes for completing the project. Please note that timely completion of this Project is critical.
- 6.2.8 Tab 6.0 – Provide draft sample documents of each type of report that will be submitted for this project (list required reports by name).
- 6.2.9 Tab 7.0 – Certificate of Insurance – Requirements listed in Attachment B – Insurance Information.
- 6.2.10 Tab 8.0 – Attachment C – Bid Submittal Form.
- 6.2.11 Tab 9.0 – Attachment D – Signature Page Form.

Attachment A

General Terms and Conditions

1. The laws of the State of Iowa, U.S.A., shall govern in connection with the formation, performance and the legal enforcement of any purchase order placed.
2. The firm pricing stated on the bid and purchase order shall not be changed without the approval of the City of Ankeny Finance Department. If mutually agreed between Buyer and Seller, bid prices may be extended an additional twelve (12) months beyond the original expiration date.
3. Unless otherwise agreed between Buyer and Seller, the FOB point on any shipment to the City, in terms of loss or damage, is **Destination**. The Seller must confirm that charges for freight will be included in the price of the goods at the time of the quote/bid.
4. The City is not obligated to keep nor pay for over shipments of products; neither is the City obligated to make payments on goods which are shipped in a lesser quantity than was originally ordered or shipped in partial quantities, particularly if not having a complete shipment precludes the City from performing its work.
5. Payment is authorized by the City Council on the first and third Mondays of the month.
6. The City shall deem to receive goods procured hereunder when such goods have been deposited at the City's assigned place of delivery and all bills of lading or other shipping papers which require signature by the City have been signed.
7. In spite of physical receipt, the City shall deem to accept goods procured hereunder only after actual inspection for conformity or the passage of ten (10) days from receipt, whichever occurs first.
8. Goods are subject to City inspection upon arrival. Goods rejected due to failure to meet specifications, either when shipped or due to defects or damage in transit may be returned for credit and are not to be replaced except with the approval of the City department placing the original order.
9. Any ensuing purchase order is an ACCEPTANCE of your OFFER as stated in your quote/bid. When a purchase order is ACCEPTED as an OFFER TO BUY, you must provide us with a written or verbal acknowledgement of a promised ship date and freight carrier, or advise us that merchandise has shipped or will ship on a particular time and date and the method of shipment.
10. In the event of supplier's failure to deliver when specifically promised and as agreed between Buyer and Seller in terms of quantity, quality, price and other requirements, the City reserves the right to cancel the purchase order, or any part thereof, without prejudice to its other rights. It is further agreed that the City may return all or part of any shipment so made and may charge Seller with any loss or expense as a result of such failure to deliver as promised.
11. The City of Ankeny, Iowa is exempt from sales tax and certain other use taxes. Taxes which appear on invoices and for which the City is not responsible will be deducted from invoices before payment is made, without penalty to the City. Exemption numbers are available from the City of Ankeny Finance Department.
12. The Seller agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical disability.
13. Neither party to this agreement may assign any portion of the agreement without prior written consent of the other party.
14. The supplier expressly warrants that all goods supplied hereunder shall be merchantable within the meaning of Article 2-314(2) of the Uniform Commercial Code in effect on the date of the quote/bid in the State of Iowa. Additionally, the goods shall conform to specifications, drawings, and other descriptions and shall be free from defects in materials and workmanship. All other applicable provisions and remedies of the Uniform Commercial Code relating to both implied and expressed warranties are herewith referred to and made part of these terms and conditions.
15. All parties to this bid and any ensuing purchase agree that the representatives of both Buyer and Seller are, in fact, bona fide and possess full authority to bind said parties.
16. All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the agreement regardless of the exchange rate. All bid responses must be submitted in English.
17. Each bidder shall submit an original Bid on the forms attached. The bidder shall sign their Bid correctly, and the Bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the Bid, or any irregularities of any kind. The City reserves the right to reject any or all Bids. The City further reserves the right to waive technicalities and formalities in Bids, as well as to accept in whole or in part such Bids where it is deemed advisable in protection of the best interests of the City.
18. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

19. Upon request, the results of this bid must be extended to any other City of Ankeny departments.
20. The supplier agrees to protect, defend, indemnify and hold harmless the City of Ankeny and its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the supplier, its employees, subcontractors or any independent contractors working under the direction of either the supplier or subcontractor in the performance of this agreement.
21. For PRODUCTS or SERVICES requiring successful Bidder's presence on any City property, the successful Bidder shall, during the term of this agreement and until completion thereof, carry and maintain both Workers Compensation and General Liability Insurance. The successful Bidder shall furnish the City with a copy of the Declaration page (normally page one of your policy) of their insurance policy if requested by the City.
22. All documents submitted with any bid or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Ankeny in connection with a bid or proposal, the submitting party recognized this and waives any claim against the City of Ankeny and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Ankeny and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Ankeny arising from any bid opportunities.

Attachment B Insurance Information

INSURANCE REQUIREMENTS

For PRODUCTS or SERVICES requiring Contractor's presence on any Agency property, the Contractor shall, during the term of this agreement and until completion thereof, provide and maintain the coverage set forth in this INSURANCE SECTION.

Workers Compensation Insurance: The Contractor shall carry and maintain during the term of this agreement, workers compensation and employers liability insurance meeting the requirements of the Iowa Workers Compensation Law on all the Contractor's employees carrying out the work involved in this agreement.

General Liability Insurance: The Contractor shall carry and maintain during the term of this agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$2,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this agreement.

Automobile Liability Insurance: The Contractor shall carry and maintain during the term of this agreement, automobile liability insurance with either a combined limit of at least \$2,000,000 per occurrence for bodily injury and property damage or split limits of at least \$2,000,000 for bodily injury per person per occurrence and \$2,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this agreement by the Contractor or its employees.

Subcontractors: In the case of any work sublet, the Contractor shall require subcontractors and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Qualifying Insurance: The insurance required by this agreement shall be written by non-assessable insurance companies licensed to do business in the State of Iowa and currently rated "B" or better by the A.M. Best Company. All policies shall be written on a per occurrence basis and not a claim made form.

Additional Insured: The City of Ankeny, its officers and employees shall be named as additional insureds without restrictions on the Contractor's, subcontractor's, and independent contractor's liability insurance policies and certificates of insurance.

CERTIFICATE OF INSURANCE REQUIREMENTS

1. An original policy or **Certificate of Insurance** with an Original Penned Signature of the agent writing the policy or certificate must be submitted (Memorandums of Insurance and Stamped or Computer Generated Signatures will not be accepted).
2. The name of the agent signing the certificate must be typed under their Original Penned Signature as well as the business address and phone number of the agent.
3. All addresses on the certificate should list a street address (not a PO Box address).
4. *"The City of Ankeny, its officers and employees, shall be named as additional insured on the contractor's liability policies with regard to (Automated Materials Handling System – City of Ankeny, Iowa)"* must be specifically indicated on the certificate in the Description of Operations section.
5. A copy of a power of attorney or some other document showing the agent's authority to sign for the insurance company must be attached to the certificate (a copy of the agents' insurance license will be accepted).
6. The liability limits required by the City are \$2,000,000 (minimum). This must be **claims occurred** general liability coverage.
7. If the policy must be endorsed with respect to including the certificate holder as an additional insured, evidence must be attached to the certificate to indicate that the policy is endorsed.
8. The following address must appear in the Certificate Holder section: City of Ankeny, 410 West First Street, Ankeny IA 50023-1557.

ANY EXCEPTIONS MAY BE CONSIDERED AS AN EVALUATING FACTOR IN AWARDING THIS BID/PROPOSAL.

Attachment C

Bid Submittal Form

A firm-fixed price shall be provided to include design, manufacturing and installation of the automated materials handling system. Pricing shall include all labor, materials, shipping charges, travel, and any other components and expenses necessary to complete the project according to normal industry standards and in accordance with the Scope of Work, Specifications and Proposal Content Requirements (RFP Section 4).

Proposed Cost Summary:

Automated Materials Handling System \$ _____

Description of system proposed (brand, make, model, etc.):

Compensation Schedule:

Proposed timeline and payment breakdown for the tasks required to complete the project.

Task	Estimated Date	% of Total Amount Due
		%
		%
		%
		%

Exceptions/Deviations to this Request for Proposal shall be noted below. If adequate space is not provided, please use a separate sheet of paper. If your Company has no exceptions/deviations, please write "None" in the space below.

Name of Company:

Authorized Signature: _____

Date: _____

Attachment D
Signature Page Form

The undersigned Contractor, having examined and familiarized themselves with the nature of the Scope of Work and Specifications to be provided, proposes to perform all work as it relates to the Automated Materials Handling System agreement as described in the Scope of Work, Specifications and Proposal Content Requirements.

The undersigned Contractor certifies that their proposal is made in good faith without collusion or connection with any other person or persons bidding on these specifications.

The undersigned bidder states that this proposal is made in conformity with the Scope of Work and Specifications and agrees that in the event of any discrepancies or differences between any conditions of their proposal and the specifications prepared by the City of Ankeny that the provisions of the latter shall prevail.

Submitting Firm: _____

Address: _____

Authorized Representative (print): _____ Title: _____

Authorized Signature: _____

Date: _____ Email: _____

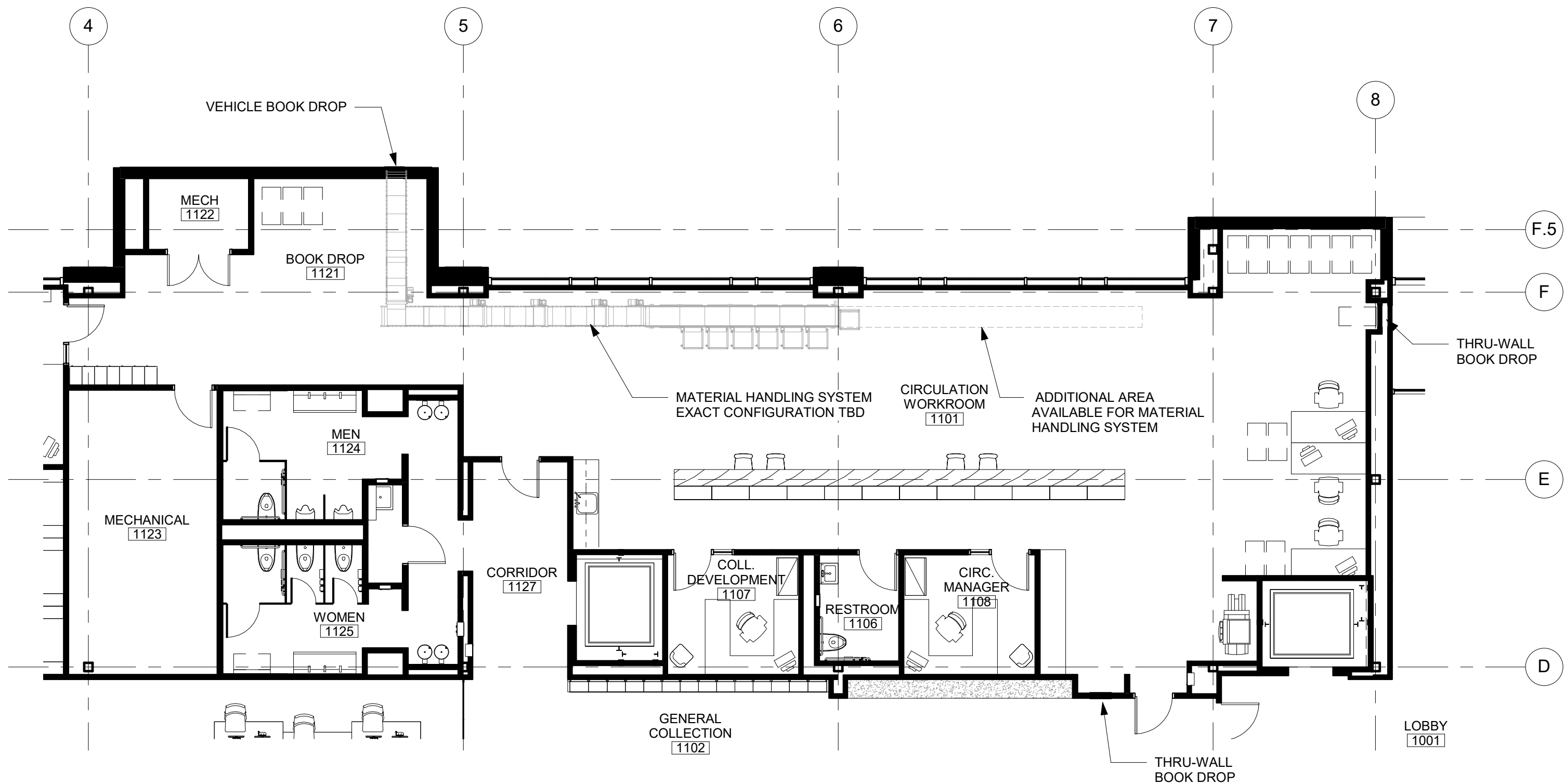
Phone: _____ Fax: _____

Addenda acknowledged (if applicable):

Authorized Signature: _____

Date: _____

Attachment E



LIBRARY WORKROOM PLAN
1/8" = 1'-0"

LIBRARY WORKROOM PLAN
ANKENY KIRKENDALL PUBLIC LIBRARY & COUNCIL CHAMBERS

09/25/18

