

**AN ORDINANCE 2016-09-15-0700**

**AUTHORIZING CONTRACTS WITH JAVA CONNECTIONS, LLC DBA LAPTOPS ANYTIME; RESEARCH TECHNOLOGY INTERNATIONAL COMPANY INC. DBA PUBLIC INFORMATION KIOSK; MK SOLUTIONS, INC.; AND BIBLIOTHECA, LLC, TO PROVIDE LIBRARY MATERIAL DISPENSING EQUIPMENT AT POTRANCO AND SCHAEFER BRANCH LIBRARIES FOR A COST OF \$275,756.00, FUNDED FROM THE LIBRARY CAPITAL BUDGET AND THE GENERAL FUND.**

\* \* \* \* \*

**WHEREAS**, the San Antonio Public Library wishes to allow the public to have greater access to library services; and

**WHEREAS**, a self-service concept featuring book/audiobooks dispensers, media (DVD/music) dispensing equipment, and laptop dispensers will allow the public to check out laptops for use within the library premises and a holds locker which will afford the public the opportunity to pick up requested material at the Potranco and Schaefer Branch Libraries; and

**WHEREAS**, the City issued a Request for Competitive Sealed Proposal for a “San Antonio Public Library Material Dispensing Equipment Solution” on March 23, 2016, for which the evaluation committee recommended four vendors for award; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The agreements with Java Connections, LLC DBA Laptops Anytime; Research Technology International Company, Inc. DBA Public Information Kiosk; MK Solutions, Inc.; and Bibliotheca, LLC, to provide Library Material Dispensing Equipment at Potranco and Schaefer branch libraries for a cost of \$275,756.00, are hereby approved. Copies of the agreements are attached hereto and incorporated by reference as **Attachment I**. The City Manager, or her designee, is authorized to execute the agreement and any related documents in furtherance of the intent and purpose of this ordinance without further council approval.

**SECTION 2.** Funding in the amount up to \$219,382.00 for this ordinance is available in Fund 11001000, Cost Center 0402010001 and General Ledger 5501000, as part of the Fiscal Year 2016 Budget.

**SECTION 3.** Additional funding in the amount of \$56,374.00 is available in SAP Fund 43099000, Certificates Of Obligation Capital Projects, SAP Project Definition 40-00407, District 2 New Branch Library.

**SECTION 4.** Payment not to exceed the \$84,561.00 is authorized to Java Connections, LLC., DBA Laptops Anytime and should be encumbered with a purchase order.

**SECTION 5.** Payment not to exceed the \$24,995.00 is authorized to Bibliotheca, LLC , and should be encumbered with a purchase order.

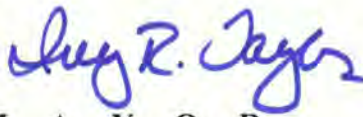
**SECTION 6.** Payment not to exceed the \$166,200.00 is authorized to MK Solutions, Inc., and should be encumbered with a purchase order.

**SECTION 7.** Future funding in the amount up to \$1,013,244.00 is contingent upon City Council approval of the Fiscal Year 2017 and subsequent budgets that fall within the contract terms of this Ordinance. Payment is authorized to be encumbered and made payable to Java Connections, LLC DBA Laptops Anytime; Research Technology International Co., Inc. DBA Public Information Kiosk; MK Solutions, Inc.; and Bibliotheca, LLC, to provide Library Material Dispensing Equipment. Payment is limited to what is available within the capital project funds and/or operating funds.

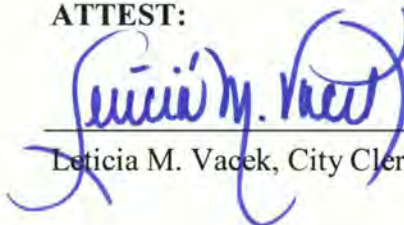
**SECTION 8.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 9.** This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

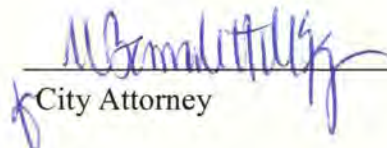
**PASSED and APPROVED** this 15<sup>th</sup> day of September, 2016.

  
M A Y O R  
Ivy R. Taylor

**ATTEST:**

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
City Attorney

<b>Agenda Item:</b>	<b>5 ( in consent vote: 5, 6, 7A, 7B, 7C, 7D, 8, 9, 10, 11A, 11B )</b>						
<b>Date:</b>	09/15/2016						
<b>Time:</b>	09:26:46 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing contracts with Java Connections, LLC dba Laptops Anytime, Research Technology International Co., Inc. dba Public Information Kiosk, mk Solutions, Inc., and Bibliotheca, LLC to provide Library Material Dispensing Equipment at Potranco and Schaefer Branch Libraries for a cost of \$275,756.00, funded from the Library Capital Budget and the General Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

**INTEGRATION AGREEMENT FOR SAN ANTONIO PUBLIC LIBRARY  
MATERIAL DISPENSING EQUIPMENT SOLUTION**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL  
NO.: 6100007044 v3**

**BETWEEN THE CITY OF SAN ANTONIO, TEXAS  
AND  
JAVA CONNECTIONS LLC. DBA LAPTOPSANYTIME**

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (City), and Java Connections LLC., DBA LaptopsAnytime (LaptopsAnytime), both of which may be referred to herein collectively as the "Parties."

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**1.0 CONTRACT DOCUMENTS**

- 1.1 The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:
- a. This Integration Agreement;
  - b. City's Request for Competitive Sealed Proposal (RFCSP) 6100007044 v3, including all attachments, addendums, best and final offers, and clarification statements thereto (Exhibit A); and
  - c. LAPTOPSANYTIME Proposal Response (Exhibit B) as it applies to line items 4 and 5 (Laptop Dispenser and Labor, respectively) of Attachment G of the RFCSP.

**2.0 INSURANCE**

Prior to the commencement of any work under this Agreement, LAPTOPSANYTIME shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, Purchasing Division, which shall be clearly labeled "SAN ANTONIO PUBLIC LIBRARY MATERIAL DISPENSING EQUIPMENT SOLUTION" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate should be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department, Purchasing Division. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

LAPTOPSANYTIME's financial integrity is of interest to the City; therefore, subject to LAPTOPSANYTIME's right to maintain reasonable deductibles in such amounts as are approved by the City, LAPTOPSANYTIME shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at LAPTOPSANYTIME's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

LAPTOPSANYTIME agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of LAPTOPSANYTIME herein, and provide a certificate of insurance and endorsement that names the LAPTOPSANYTIME and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of LAPTOPSANYTIME.

LAPTOPSANYTIME shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. LAPTOPSANYTIME shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. LAPTOPSANYTIME shall pay any costs incurred resulting from provision of said documents.

City of San Antonio  
Attn: IT Procurement Office, Finance Department  
San Antonio Public Library Material Dispensing Equipment Solution  
P.O. Box 839966  
San Antonio, Texas 78283-3966

LAPTOPSANYTIME agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, LAPTOPSANYTIME shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend LAPTOPSANYTIME's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies the City may have upon LAPTOPSANYTIME's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order LAPTOPSANYTIME to stop work hereunder, and/or withhold any payment(s) which become due to LAPTOPSANYTIME hereunder until LAPTOPSANYTIME demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which LAPTOSANYTIME may be held responsible for payments of damages to persons or property resulting from LAPTOSANYTIME's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that LAPTOSANYTIME's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

LAPTOSANYTIME and any Subcontractors are responsible for all damage to their own equipment and/or property.

### 3.0 INDEMNIFICATION

**LAPTOSANYTIME covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to LAPTOSANYTIME'S activities under this Agreement, including any acts or omissions of LAPTOSANYTIME, any agent, officer, director, representative, employee, consultant or subcontractor of LAPTOSANYTIME, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT LAPTOSANYTIME AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. LAPTOSANYTIME shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or LAPTOSANYTIME known to LAPTOSANYTIME related to or arising out of LAPTOSANYTIME's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at LAPTOSANYTIME's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving LAPTOSANYTIME of any of its obligations under this paragraph.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by LAPTOPSANYTIME in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. LAPTOPSANYTIME shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If LAPTOPSANYTIME fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and LAPTOPSANYTIME shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of LAPTOPSANYTIME, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for LAPTOPSANYTIME or any subcontractor under worker's compensation or other employee benefit acts.

#### 4.0 LAW APPLICABLE

**4.1 THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

4.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Contract shall be heard and determined in the City of San Antonio, Bexar County, Texas.

#### 5.0 TERMINATION

5.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated, or earlier termination pursuant to any of the provisions hereof.

5.2 Termination Without Cause. This Agreement may be terminated by City upon 30 calendar days written notice. In the event of such termination by City, City shall pay LAPTOPSANYTIME for all work executed and materials delivered to City in accordance with this Agreement, and costs incurred by reason of such termination.

5.3 Termination For Cause. Upon written notice, either party may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

5.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, which shall not be reasonably be withheld,

5.3.2 City's failure for a period of thirty (30) days to pay LAPTOPSANYTIME for service and/or materials under of this Agreement.



- 5.4 Defaults With Opportunity for Cure. Should LAPTOPSANYTIME default in the performance of this Agreement in a manner, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. LAPTOPSANYTIME shall have thirty (30) calendar days after receipt of the written notice to cure such default. If LAPTOPSANYTIME fails to cure the default within such thirty-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with LAPTOPSANYTIME to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with any subsequent vendor against LAPTOPSANYTIME future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.
- 5.4.1 Bankruptcy or selling substantially all of company's assets
  - 5.4.2 Failing to perform or failing to comply with any covenant herein required
  - 5.4.3 Performing unsatisfactorily.
  - 5.4.4 Failure to meet acceptance test criteria approval on the third attempt.
- 5.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.
- 5.6 Regardless of how this Agreement is terminated, LAPTOPSANYTIME shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by LAPTOPSANYTIME, or provided to LAPTOPSANYTIME, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by LAPTOPSANYTIME. Payment of compensation due or to become due to LAPTOPSANYTIME is conditioned upon delivery of all such documents, if requested.
- 5.7 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue LAPTOPSANYTIME for any default hereunder or other action.
- 5.8 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation. In the event of such termination by City, LAPTOPSANYTIME shall be entitled to payment in full for all work which LAPTOPSANYTIME has performed in accordance with this Agreement and all equipment which LAPTOPSANYTIME has delivered to the City pursuant to this Agreement.

## 6.0 ENTIRE AGREEMENT

This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to

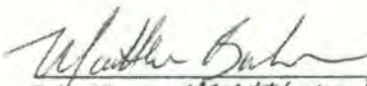
exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

**EXECUTED** and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

**CITY OF SAN ANTONIO**

**LAPTOPSANYTIME, INC.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
San Antonio Public Library  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Print Name: MATTHEW Bascher  
Title: CEO  
Date: 8-23-2016

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

Placeholder for Exhibit A.  
It is attached as the final document to  
the Ordinance in Attachment I



April 10, 2016

William Flint, Procurement Specialist III  
City of San Antonio, Purchasing Division, Finance Department  
IT Procurement Office, 515 S. Frio Street, San Antonio, TX 78207  
william.flint@sanantonio.gov Ph: 210.207.2252

Mr. Flint and Library and City of San Antonio Colleagues:

LaptopsAnytime is pleased to respond to the City of San Antonio Information Technology Services Department's Request for Competitive Sealed Proposal ("RFCSP") for San Antonio Public Library Material Dispensing Equipment Solution – RFCSP 6100007044, v2, Log 2016-056, involving kiosks to dispense laptops to library patrons at multiple library locations.

With Kiosks that are secure, easy to use, intuitive to set up, manage and use, LaptopsAnytime is the most experienced and leading provider in the market with Automated Dispensing Kiosks operating in 26 states and 4 foreign countries. Additionally, LaptopsAnytime kiosks are unique in the marketplace in that they save-space, provide necessary accountability and systems integration, and provide a complete solution without compromising security or user-friendliness. We work with Public Libraries, Universities/Community Colleges and even some Fortune 500 companies.

One thing to point out above and beyond all narrative responses in this proposal is that to our knowledge, LaptopsAnytime is the only laptop kiosk dispensing provider to build a kiosk that can accommodate a variety laptop (and tablet) models in one kiosk. Furthermore, our kiosk is built as a "forever" product that can be re-configured when devices are changed in the future. So when the City of San Antonio/San Antonio Public Library refreshes its devices in 3 or 4 years, our kiosks can continue to be used according to a schedule of modification costs as planned out in our materials. The useful life of our kiosks is, thus, not limited to the useful life of the devices that you start with. But rather, can be extended with new devices via "Smart Bay" Upgrades.

We charge facilities standard pricing for the same Kiosk Equipment, Annual Software Licenses and Service Plans based on market rates. All prices charged to the City of San Antonio/San Antonio Public Library are no more than the amount charged to other public library, higher education and government agencies (given the same quantities involved). Thus, we offer every facility the best possible – fair and reasonable – price, including quantity discounts.

Best Regards,

Jonathan Ruttenberg  
Co-Founder, VP of Operations  
Java Connections LLC dba LaptopsAnytime  
Toll Free #877.836.3727 C: 614.579.3053  
E: jonathan@laptopsanytime.com

Exhibit B

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**Narrative Response #1 – Provide full environmental specifications and requirements for each discrete piece of dispensary equipment.**

LaptopsAnytime's most common Automated Laptop Dispensing Kiosks are available in both Host and Companion configurations as listed out below:

- **12-Bay Host: 30" w x 29" d x 60 ½" h [12 bays, 2 rows of 6 devices]**
- **12-Bay "Add On" Companion: 24" w x 29" d x 60 ½" h [12 bays, 3 rows of 4 devices]**
- **18-Bay "Add On" Companion: 30" w x 29" d x 60 ½" h [18 bays, 3 rows of 6 devices]**

Note: Use of these configurations results in kiosks consisting of **12-, 24-, or 30-bays per system**. You can also construct stations of 6- and 18-bays as well as needed via a 24" w 6-bay Host station.

All Host stations have 17" Elo Touchscreen Interface at a standing height, Ethernet Network Connection and use Standard 110V Power Outlets. Additionally, all stations incorporate custom rails for laptops that are designed for securely locking devices into kiosk.

Environmental specifications and requirements are detailed on ***Kiosk Schematic document***

(see next page).



# LAPTOPSANYTIME™

Automated Checkout Kiosks

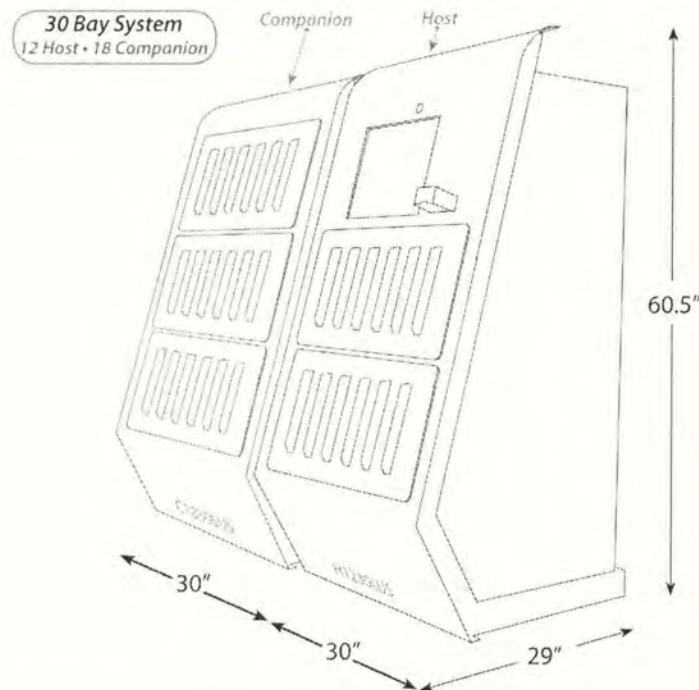


Device Compatibility	Kiosk Cabinet Configuration			
	Cabinet style	Total Bays	Bay Rows	Bays / Row
7", 10", 13", 14" devices Dell E6430, E6440, E5440, E5450, E7450 Lenovo T430, T440P, T440s, T450s, L440 HP 840G1/G2, 6360T, 6360 Apple MacBook Pro 13 Apple MacBook Air 11, 13 Apple iPad 2,3,4, Air, Air 2, iPad Mini Google Nexus 7 Dell Venue 11 Samsung Chromebook 2	24" Host	6	2	3
	24" Companion	12	3	4
	30" Host	12	2	6
	30" Companion	18	3	6

Kiosk Cabinet Measurements				*weight is approximate		
Cabinet style	Height	Width	Depth	Weight lbs.	Density	Laptops @ lbs.
24" Host	60.5"	24"	29"	320	20.23	6@7.5
24" Companion	60.5"	24"	29"	440	26.18	12@7.5
30" Host	60.5"	30"	29"	450	20.67	12@7.5
30" Companion	60.5"	30"	29"	550	25.71	18@7.5

Electrical Specifications	Environmental Specifications
Input Voltage: 115/240 Volts Input Frequency: 50/60 Hz Maximum Load: 1200 Watts/10A	Operating Temp: -15°C to 75°C Storage Temp: -40°C to 85°C Relative Humidity: 95% Maximum (Non-Condensing)

**Note:** All weight measurements are approximations on the high side and based on industry averages of standard 14in laptops. Devices smaller or configurations different than above will affect the accuracy of the chart.



877-836-3727 • Web: [laptopsanytime.com](http://laptopsanytime.com) • E-Mail: [service@laptopstime.com](mailto:service@laptopstime.com)



**Narrative Response #2 – Explain how your proposed solution minimizes the risk of loss or theft of dispensed items.**

**Authentication** – LaptopsAnytime automated dispensing kiosks support a number of authentication methods to meet the needs of most facilities. Our dedicated programming engineers work with your security, networking and executive staff to constantly monitor the kiosk and its software and hardware to ensure everything kiosk-related consistently operates securely and effectively.

The following is a list of the most commonly used input methods:

- Standard Bar Code commonly used by most public libraries
- Magnetic Stripe commonly used by universities
- RFID Access Badge used by private facilities
- Simple On-Screen input of LDAP or A/D credentials and other input types, e.g. ILS integration

Using standard SIP2 protocols, the kiosks operate just like a self-check kiosk to manage authentication of the device checkouts. We work with all ILS companies. ILS checkouts require that the facility set up a device type and rules for that device.

The Kiosk will check out the device via a wired Ethernet SIP2 connection, allowing the ILS to validate whether the end-user is authorized, apply fines, display blocked status, differentiate patron types and require PIN input for a more secure authentication.

**Security Camera** – The Kiosk’s camera takes pictures of the user at the time of rental and anytime a device is removed from the kiosk. Further details on this security feature can be requested.

**ILS Item Type Rules** – Public Libraries set up rules in place to prevent irresponsible usage, e.g. restricting access to users with fines over \$5 or \$10, restricting device checkout to one at a time by a patron, and rules for patron type (e.g. adult versus minor).

**Other Security Options** – Some Public Libraries use 3<sup>rd</sup> party Tattle Tape, RFID, Security Tags along with gating security to enhance device security and complement our automated kiosk dispensing.

**Kiosk Block List** – Kiosk software allows library administrators to selectively add users who abuse the kiosk to a “local” block list. The Kiosk will use this list to deny the abusive patron the ability to check out a laptop. This is useful in the case where you only want to block a patron from using the kiosk without blocking them from checking out books or other materials in the library.

### Narrative Response #3 – Explain in detail your plan for deploying the solution for SAPL.

#### Automated Laptop Dispensing Stations are deployed in 5 successive stages:

- **Stage 1: Production** (Typically takes 6-8 weeks after receipt of order.)

Customer must provide factory power cords for all the devices to be installed within the kiosk cabinets and one device per each kiosk cabinet to be used as a “master” device.

Customer will work with LaptopsAnytime design team and develop custom kiosk graphics to be placed on front and outer sides of kiosk cabinets.

- **Stage 2: Shipping & Installation**

Kiosk(s) are packaged into custom wooden crates and shipped via LaptopsAnytime’s LTL carrier. Estimated delivery time from Fremont, CA to San Antonio, TX: 5 Days.

Crate(s) arrive and can be moved around on the crates’ 5-inch casters. Installers arrive on scheduled day to uncrate and install kiosk(s) at its final location(s). Installers and shippers work closely with local Library Administrator to coordinate the delivery time to minimize library interruption.

- **Stage 3: Networking, Authentication & Device Set-Up**

**Networking** – The Kiosk requires a network communication line to the outside web and to the Library System’s ILS. Remote Administration and Support requires web access through Ports 80, 443 and 22. Firewalls should be set to accommodate access to the kiosk(s) using these ports through a VPN Tunnel. Other remote support options can be accommodated if needed, however, this is the preferred approach.

**Authentication** – The Kiosk authenticates patrons using the Library’s ILS via SIP2 protocol. The Kiosk incorporates the standard settings used by other self-check solutions. Depending on the ILS vendor and contract, the Library may be responsible for acquiring an additional SIP2 license from the ILS vendor in order to support the kiosk.

**Device Set-Up** – Each device should be assigned a bar code that is attached to a specific item type set up within the ILS in order to allow for the kiosk to check out the device.

LaptopsAnytime provides a “battery/power” script to be installed by the Library’s Admin as part of the devices’ software. This script runs in the background and works with DeepFreeze or other similar products to re-boot the laptop automatically after the laptop is inserted into the kiosk. This script also alerts the kiosk of the laptop’s current battery status. The script supports all formats of Windows (7, 8, 10) as well as all Apple OSX versions.

*Note: Other programs/software, such as Office Tools, Time Management Software such as EnvisionWare or Pharos, are the responsibility of the Library’s IT Administration to install and manage.*

- **Stage 4: Kiosk Configuration, Screen Customization & Notification Set-Up**

The Installation Team works closely with Library Administration to set up and adjust kiosk configuration options and screen customization to accommodate local needs.

A variety of notification options are set up to email Library Administrators to alerts concerning kiosk functionality.

User interface screen graphics and text can be customized to prompt appropriate user actions and enhance readability and understanding. The Kiosk can accommodate up to "2" other languages. It is the responsibility of the Library to translate the customized English text into additional languages, Spanish etc.

- **Stage 5: Training and On-going Support**

Installers and LaptopsAnytime remote support personnel will conduct a 2-hr training class on the kiosk hardware, customizing kiosk software, and pulling reports from LaptopsAnytime.com. LaptopsAnytime remote support personnel are available to assist and answer questions during normal business hours.

#### **Narrative Response #4 – Explain your plan for meeting the support and availability requirements.**

LaptopsAnytime provides a number of support options.

- **Remote support** : Available 8:00 am to 8:00 pm PST Monday through Friday support by phone **(877-836-3727)** and email (**support@laptopsanytime.com**). LaptopsAnytime has the ability to remote into the system for troubleshooting and staff assistance 24/7/365.
- **On-site Support** : Depending on the Service Plan package selected, LaptopsAnytime will provide on-site assistance to correct or repair any malfunctioning kiosk. See the Service Plan page below.

# Service Levels

Have your kiosk set up by one of our trained specialists. The on-site setup includes assistance with unpacking of the kiosk(s), laptop / device integration, networking setup, and on-site training for your support staff and administrators. Product setup charges are based on geographical area, current travel rates, and number of devices, kiosks, and locations.

## *Platinum Plus*

### **15% Annual Fee of Total Equipment Cost**

Our most comprehensive plan, offering you the same benefits of Platinum coverage with additional discounts on labor, SmartBay upgrade designs, and free installation of newly designed SmartBay hardware.

Additionally, you receive a dedicated support engineer assigned to your account.

- Next-Day Shipping for replacement parts plus on-site minor spare parts inventory.
- SmartBay NRE at \$2,000 per design with Free installation of upgrades and New SmartBays.
- Free SmartBay Upgrade Once every 3 years.

### **On-site support at \$65Hr.**

## *Platinum*

### **12% Annual Fee of Total Equipment Cost**

Offers maximum value, offering you the same benefits of our Gold coverage with additional discounts on labor, new SmartBay design, hardware upgrades, and next-day shipping on parts.

- Next-Day Shipping for replacement parts.
- SmartBay NRE at \$2,500 per design.
- SmartBay upgrades for \$500 per bay.

### **On-site support at \$75Hr.**

## *Gold*

### **6% Annual Fee of Total Equipment Cost**

Our most economical package, offering you the same benefits of silver with additional discounts on labor, new SmartBay design, hardware upgrades, and faster shipping on parts.

- 2-Day shipping for replacement parts.
- SmartBay NRE at \$4,000 per design.
- SmartBay upgrades for \$700 per bay.

### **On-site support at \$100Hr.**

## *Silver*

### **3% Annual Fee of Total Equipment Cost**

Our most affordable coverage, offering you the ability to remotely monitor, troubleshoot, and perform repairs on the kiosk with remote assistance from our knowledgeable support staff.

- Free replacement parts via ground shipping, on-site support at \$125Hr.
- SmartBay upgrades for \$1000 per bay with \$5,000 one-time Non-Recurring Engineering (NRE) fee per SmartBay design.

## Specific Requirements and Additional Benefits Check List

Item	(Y/N)
Checkout is through a touchscreen interface?	Y
Touchscreen is at a standing height?	Y
Unit has a barcode scanner to read library cards at checkout and is able to read item bar codes encoded on RFID tags?	Y
Touchscreen and first group of devices is housed in a single standing height unit?	Y
Devices are easy for customers to slide out and back in?	Y
Devices are secure while being stored?	Y
Unit acknowledges the return of the device to the patron?	Y
A receipt is provided to the patron for checkout and check-in?	Y
System integrates checkouts with the Library ILS system for patron accounts?	Y
The unit accommodates checkout of touchscreen tablets?	Y
The system accommodates the checkout of laptops?	Y
Each unit must accommodate at least <b>10</b> devices	Y
Expansion for additional units is available?	Y
Be capable of accommodating current and future models of laptops?	Y
Have the capability to quickly charge the laptops?	Y
Units are easily accessible to staff for maintenance?	Y
Devices are available for checkout (i.e. detected and released) only sufficiently (or fully) charged?	Y
Reporting is easily available for statistical evaluation of device use?	Y
Provide a method of reporting missing or damaged laptops as applicable?	Y
Be capable of pushing Operating System and other software updates to laptops while in the kiosk?	Y
Have the capability to perform automated diagnostic checks to verify functionality + report issues?	Y

Specific Requirements and Additional Benefits Check List Cont..

Item	(Y/N)
Provide a method for deleting all personal information and installed applications (e.g. saved documents, browsing history, cookies, website login info etc.) from the current user upon each laptop's return?	Y
Kiosk includes Ethernet network connections?	Y
Kiosk includes standard power outlets?	Y
Kiosk includes SIP2 for ILS integration?	Y
Kiosk includes remote access for Library support staff?	Y



**Narrative Response #5 – Explain how your solution protects the privacy of Patron personal information.**

The kiosk software only stores information that the Library/City wants the kiosk to store. Many Libraries/Municipalities protect privacy by only storing "Patron Bar Code #". In this fashion, LaptopsAnytime is not storing any additional Patron information and is therefore protecting the privacy of Patron personal information. Additionally, should the Library choose to not have the Kiosk store any Patron-specific identifier, usage reports will be generic rather than patron-specific. **At no time does LaptopsAnytime kiosk or LaptopsAnytime.com store or record any patron passwords.**

LaptopsAnytime follows strict privacy and security guidelines to ensure kiosk rental records are only available to authorized kiosk administrators. Our kiosk software incorporates the latest Linux security features thereby reducing vulnerabilities and LaptopsAnytime employs a Linux Security Specialist that conducts periodic threat assessments and pushes out any patches automatically in the background.



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**RESPONDENT QUESTIONNAIRE**

**1. Respondent Information:** Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: Java Connections LLC dba LaptopsAnytime

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: 17304 Preston Road, Suite #800

City: Dallas State: TX Zip Code: 75252

Telephone No. 877.836.3727 Fax No: \_\_\_\_\_

Website address: www.laptopsanytime.com

Year established: 2007

Provide the number of years in business under present name: 9 years

Social Security Number or Federal Employer Identification Number: 20-8125270

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: 961823387

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any: \_\_\_\_\_

Partnership

Corporation If checked, check one:  For-Profit  Nonprofit

Also, check one:  Domestic  Foreign

Other If checked, list business structure: LLC

Printed Name of Contract Signatory: Jonathan Ruttenberg

Job Title: Vice President

(NOTE: This RFCSP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

\_\_\_\_\_

Provide address of office from which this project would be managed:

City: Dallas State: TX Zip Code: 75252

Telephone No. 877-836-3727 Fax No: \_\_\_\_\_

Annual Revenue: \$2,000,000

Total Number of Employees: 10

Total Number of Current Clients/Customers: 60

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

N/A

List Related Companies:

N/A

**2. Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: Jonathan Ruttenberg Title: Vice President

Address: 17304 Preston Rd., Suite 800

City: Dallas State: TX Zip Code: 75252

Telephone No. 614.579.3053 Fax No: \_\_\_\_\_

Email: jonathan@laptopsanytime.com

**3.** Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes \_\_\_ No X

**4.** Is Respondent authorized and/or licensed to do business in Texas?

Yes X No \_\_\_ If "Yes", list authorizations/licenses.

TX Resale Certificate

**5.** Where is the Respondent's corporate headquarters located? Dallas, TX

**6. Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes \_\_\_ No X If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years \_\_\_\_\_ Months \_\_\_\_\_

b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes \_\_\_ No X If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years \_\_\_\_\_ Months \_\_\_\_\_

d. State the number of full-time employees at the Bexar County office. \_\_\_\_\_

**7. Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes \_\_\_ No X If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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**8. Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes \_\_\_ No X If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

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**9. Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes \_\_\_ No X If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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**10. Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

NO

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**11. Previous Contracts:**

a. Has the Respondent ever failed to complete any contract awarded?

Yes \_\_\_ No X If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes \_\_\_ No X If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes \_\_\_ No X If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

**REFERENCES**

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name San Francisco Public Library

Contact Name: Michael Liang Title: Chief Information Officer

Address: 100 Larkin St.

City: San Francisco State: CA Zip Code: 94102

Telephone No. 415-557-4340 Fax No: \_\_\_\_\_

Date and Type of Service(s) Provided: Automated Laptop Dispensing Kiosks in 13 library facilities on Platinum Plus Service Plan from July 2013 to Present. Note: More sites are being planned.

Contact Email Address: mliang@sfpl.org

Reference No. 2:

Firm/Company Name Alameda County Library

Contact Name: Deb Sica Title: Principal Librarian

Address: 2450 Stevenson Blvd

City: Fremont State: CA Zip Code: 94538

Telephone No. 510-745-1520 (x51520) 510-676-7952 mobile Fax No: \_\_\_\_\_

Date and Type of Service(s) Provided: Automated Laptop Dispensing Kiosks in 4 library facilities on Gold-Level Service Plan from April 2015 to Present. Note: A 5<sup>th</sup> system is currently on order and additional sites are being planned.

Contact Email Address: DSica@aclibrary.org

Reference No. 3:

Firm/Company Name Nashville Public Library

Contact Name: Larry Jirik Title: Technology Services Manager

Address: 615 Church Street

City: Nashville State: TN Zip Code: 37219

Telephone No. 615-862-5706 (O) 615-516-8546 (C) Fax No: \_\_\_\_\_

Date and Type of Service(s) Provided: Automated Laptop Dispensing Kiosks in 3 library facilities on Gold-Level Service Plan from August 2014 to Present. Note: A 4<sup>th</sup> system has Recently been delivered and additional sites are being planned.

Contact Email Address: Larry.Jirik@nashville.gov

## EXPERIENCE, BACKGROUND, QUALIFICATIONS

- Laptop Dispenser
- Integrated Library System (ILS) integration experience
- Post implementation support (maintenance and repair)

Narrative Response – Experience relevant to Scope of Service, Equipment:  
Laptop Dispenser + Integrated Library System

### Experience relevant to Scope of Service

LaptopsAnytime is the most experienced and leading provider in the market with Automated Laptop Dispensing Kiosks that dispense laptops (and/or tablets) in 26 states + 4 foreign countries. LaptopsAnytime has done the ILS Integration (SIP2 Protocol) in all of these locations as well. In addition to dozens of Universities, and thousands of “daily” laptop (and tablet) checkouts, Public Libraries we work with include:

- 13 Libraries @ San Francisco Public Library (CA)
- 4 (going on 5) Libraries @ Alameda County Public Library (CA)
- 3 (going on 4) Libraries @ Nashville Public Library (TN)
- 4 Libraries @ Milwaukee Public Library (WI)
- 3 Libraries @ Cleveland Public Library (OH)
- 3 Libraries @ Santa Clarita Public Library (CA)
- 3 Libraries @ Los Angeles Public Library (CA)
- 1 (going on 2) Library @ Austin Public Library (TX)

...and 1 location each @ Boise Public Library (ID), @ Los Angeles County Public Library (CA), @ Pikes Peak Library District (CO), Clearview Library District (CO), Austin Public Library (MN), St Joseph County Public Library (IN), @ North Bergen Public Library (NJ), @ Greensboro Public Library (NC), @ Daviess County Public Library (KY), @ Tulsa Public Library (OK), @ Little Elm Public Library (TX), @ Mesa Public Library (AZ), @ Vaughan Public Library (Canada), @ Scarborough Public Library (Trinidad & Tobago), @ Boyd County Public Library (KY), @ Ventura County Public Library (CA), @ Free Library of Philadelphia (PA), @ Calcasieu Parish Public Library (LA), @ Tampa-Hillsborough Public Library (FL), @ Hennepin County Libraries (MN), @ Dayton Metropolitan Library (OH), @ Sanibel Public Library (FL) and a number in process such as 2 Libraries @ Contra Costa County Public Library (CA) and 3 Libraries @ San Mateo County Public Libraries (CA)

### Three relevant projects of similar sizes

Three of LaptopsAnytime’s Public Library customers that are a good comparison for San Antonio include **San Francisco Public Library (CA)** (13 current LaptopsAnytime locations), **Alameda County Library (CA)** (4 going on 5 LaptopsAnytime locations) and **Nashville Public Library (TN)** (3 going on 4 LaptopsAnytime locations). All three of these library systems are examples of busy locations with thousands of monthly users and checkouts.

- **Case #1**

In the case of **San Francisco (CA)**, the Library System has moved away from checking out laptops manually to LaptopsAnytime's fully automated checkout solution. Many of San Francisco branches are quite space-constrained, so our space-saving kiosks have helped greatly in expanding laptop/technology access. They requested multi-language capability and we gave them the capability of adding Chinese and Spanish to complement English at all their locations. Today, new installations are typically accomplished in under 2 hours. The Library is on Platinum Plus Service Level (at cost of 15% of equipment price per year – our highest package) which gives the Library the ability to refresh laptop bays once every 3 years at no additional charge. Librarians across the system are working with the Technology Staff to request the adoption of kiosk automation and unburden themselves and provide greater technology accessibility to library patrons.

- **Case #2**

In the case of **Alameda County (CA)**, the Library System did not have a manual checkout program but like San Francisco, wanted to add technology resources to meet local patron needs. Alameda County has added 24- and 30-bay systems to a handful of their newly remodeled libraries and makes usage available to all library card holders, including youth, and is very much geared to revamping and improving space utility by removing desktops and allowing for a more mobile friendly environment.

LaptopsAnytime worked with Alameda County's staff to develop custom kiosk graphics that calls attention to the library's mobile friendly environment enhancement. Branding the kiosk as "Tech It Out" the library is calling attention to kiosks and shining a spotlight on the new service. Today the library has seen overwhelming success with regards to patron acceptance and usage of the new service. Also upon request, LaptopsAnytime added a survey feature so that every user is asked a series of questions (customizable to the Library) after every laptop return. Alameda continues to add locations as they remodel their libraries and incorporates the space-saving kiosk technology to improve technology access while reducing the number of desktops available – which is their technology vision.

- **Case #3**

In the case of **Nashville (TN)**, the Library System is very much moving beyond desktops and adding LaptopsAnytime automated dispensing kiosks to take advantage of space and increase customer satisfaction. Much like Alameda County, each library that gets remodeled, gets a LaptopsAnytime kiosk system with smaller branches getting smaller systems and bigger branches getting bigger systems. LaptopsAnytime provides custom kiosk graphics as well.

#### About LaptopsAnytime Laptop Dispenser Equipment

Each of our Automated Dispensing Kiosk Stations is specially designed to directly dock laptops (and tablets) into power for recharging of the devices. Our system allows for two or more different devices in the same kiosk so our kiosk can be outfitted with multiple device types upon need.

All laptops used in the system can be outfitted with DeepFreeze by Faronics (Note: for this bid, DeepFreeze licenses will be provided at no cost).

Remote access for Library support staff is provided via password protected Admin page. Along with that remote access ability we developed a "Light Admin" remote access page to allow for Circulation Desk Staff to easily eject laptops and block out bays that contain laptops with issues. Often times a simple reboot of a laptop will bring the laptop back in working order and removes the unnecessary transporting of laptops to IT staff.

LaptopsAnytime provides a programmable feature for closed hours. The kiosks also allow for the kiosk administrator to set a programmable "Circulation Closing Time" at which point the kiosk will stop checking out devices and only allow returns, thereby ensuring patrons cannot check out devices just prior to the Library's actual closing time. A typical Library will set the circulation closing time to 30 minutes prior to actual close.

Unlike a standard locker system, should the power go out in the library, the patron can simply slide the laptop in the powered down kiosk bay and the bay will lock it automatically regardless of the power status. Once power is restored, the system will check in the laptop (and/or tablet) to the ILS and notify the admin that the recent check in of the device may have caused an overdue that was not the patron's fault.

#### **LaptopsAnytime's automated systems:**

- Use centralized server management to network all installed systems – Laptop and Tablet Dispensing Kiosk Stations – and provide audit trails of checkout duration for statistical evaluation of device use, software, user authentication and the capability of charging for usage or late fees. Administrator(s) can use our system to set minimum battery life that needs to be reached in order for device to be readied for checkout, i.e. Kiosk will not return individual device to checkout queue until minimum battery threshold is reached according to that set by local administrator;
- Ensure proper inventory management by (a) monitoring and tracking status of mechanical locking mechanisms and devices themselves to notify facility of needed service and (b) authenticating users via major Integrated Library Systems such as SIP-2 and/or LDAP or credit/debit card users to ensure that checkout/rental activity take place by authorized individual;
- Recharge devices, determine battery life (in real-time), wipe them clean and restore them to pre-set state thereby readying devices for self-service checkout and self-monitor its systems with email notifications sent to administrators per pre-determined protocol.
- Quick Return capability whereby end-user who returns device within pre-set period can indicate to the kiosk what (if anything) is wrong with a device and have that device/bay be blocked until service can be arranged.
- Device Availability monitoring of the kiosks gives admins a report of the day containing the number of devices available at any given time. Using this unique report, admins can use this data and make informed decisions on expanding the service right down the exact device type.



**Specific LaptopsAnytime Hardware design features:**

- Custom build “secure” bays to accommodate many laptop/tablet brand, size, and shape, in multiples of 6 (Host Stations of 6- & 12-bays, + Companions of 12- & 18-bays).
- Space-saving, modular designs that accommodate multiple device types (e.g. HP, Lenovo, Dell, Apple, Acer, Google so far) to be vended using one Host module
- Capability of mix-n-match different devices within same kiosk system
- Customized color scheme for the enclosures
- Automatic recharging of all devices within the kiosk
- Choice of Bar Code reader (or Magnetic Stripe Reader) for user authentication
- Ability to allow enclosures to be mobile and easily moved from one location to another
- Systems can be placed in public spaces. All the while, access and security protocols restrict usage to authenticated users

***All component parts used in the Kiosks are UL-Approved. Furthermore, everything built by LaptopsAnytime is built to meet or exceed UL standards. Our Assembly and wiring factory in Fremont California holds a UL Certification along with an ISO 9001 2008 Certification.***

**Specific LaptopsAnytime Software design features:**

- Kiosk interface and controller runs in a secure lockdown Linux OS -- Ability to manage kiosks by groups or individually
- Ability to vend/control multiple device types, allowing the user to choose the device type, e.g. laptop or tablet
- Ability to monitor the battery life of the device and give the administrator(s) the ability to choose the battery minimum at time of checkout/rental
- Ability to authenticate users via custom database such as ILS and/or guest user cards
- Ability to customize user interface “look-n-feel” and text remotely and on the fly
- Ability to remotely manage kiosk secure login
- Kiosk sends email receipt to users after each session (in addition to displaying it on screen)
- Kiosk camera option that takes a picture of each user at time of checkout/rental
- Auto remote monitoring, troubleshooting and detailed system diagnostics
- Kiosk emails administrators with trouble codes, e.g. if laptop/tablet fails to eject, kiosk fails to check in, RFID reader fails etc. and kiosk proactively shuts down “troubled” bay or “bad” device until administrator can check on the issue
- Ability to record and email administrators with laptop/tablet issues. Kiosk gives user the ability to notify administrators of laptop issues (broken screen, keyboard etc) for their immediate attention
- Ability to pull reports on kiosk usage that include checkout/rental times, rental length, number of checkout/rentals, and dollar amounts
- Safe and secure usage sessions using “Clear Boot” Technology (i.e. DeepFreeze for laptop and proprietary programming for tablets)

In the case of all of our customers, LaptopsAnytime works through specific facility requirements to tailor our solutions to work on behalf of all OS Platforms, devices and specific kiosk software requests. We, in turn, supply all our customers with these custom additions to the product including the following public library specific applications including:

- **Web camera** that takes picture of every check-out and device return
- **Quick Return Feature** that asks each user who returns a device quickly (i.e. within minutes) whether there was a specific reason for the quick-return
- **Block Feature**
- **Customizable Text and Graphics** within Kiosk Interface screens
- **Custom Kiosk Graphics** for exterior of kiosks
- **Foreign Language Capability**
- **Waitlist Function**

#### **Post implementation support (maintenance and repair)**

In all cases, LaptopsAnytime provides a number of support options.

- **Remote support:**

Available 8:00 am to 8:00 pm PST Monday through Friday support by phone (**877-836-3727**) and email (**support@laptopsanytime.com**). LaptopsAnytime has the ability to remote into the system for troubleshooting and staff assistance 24/7/365.

- **On-site Support:**

Depending on the Service Plan package selected, LaptopsAnytime can provide on-site assistance to correct or repair any malfunctioning kiosk. Should something go wrong with the Kiosk, our kiosk monitoring software will automatically detect and diagnose the issue, send an email to notify the kiosk admin and isolate the problem bay, allowing the kiosk to continue to function properly. LaptopsAnytime remote support is available as well (over the phone or email) to assist local staff in determining what is needed to correct the issue and bring the kiosk back to 100%. Today our kiosks operate above a 99% uptime level and the kiosk is designed in a manner that allows any part of the kiosk to be replaced in less than 30 minutes by any A+ certified computer technician.

- **Quick Return Feature and Email Notifications:**

As with all device checkout programs where the laptop itself is more likely to be an issue, our customers typically rely on LaptopsAnytime's "Quick Return Feature" as a 1<sup>st</sup> step in diagnosing laptop devices that are in need of repair. Any quick return – typically less than 5 minutes (the time set by Library Administration) – prompts end users to report the device issues. The prompt is in the form of a set of buttons displaying common device issues, such as, "would not boot", "malfunctioning keyboard"... these issues are then emailed to the necessary IT staff member and if needed, kiosk can also automatically block the bay with problem device to ensure the next user does not face the problem. From there, staff can use inter-mail transport to send the device to the main IT support center for quick repair. In most cases, a simple hard reboot of device can bring it back to life and correct any minor issue. This is easily done by the circulation staff using the remote Light Admin page to eject the problem device and perform the reboot and then place it back into service.

**Additionally, training for Library staff is included at no "added" cost per every order.**

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**ATTACHMENT C**  
**City of San Antonio**  
**Veteran-Owned Small Business Program Tracking Form**

SOLICITATION NAME/NUMBER: \_\_\_\_\_ RFCSP 6100007044, v2 \_\_\_\_\_

Name of Respondent:	Java Connections LLC / DBA LaptopsAnytime	
Physical Address:	17304 Preston Road Suit 800	
City, State, Zip Code:	Dallas, TX 75252	
Phone Number:	877- 836-3727	
Email Address:	Jonathan@laptopsanytime.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	<input checked="" type="radio"/> No
Name of <b>SUBCONTRACTOR</b> Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is <b>SUBCONTRACTOR</b> certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is <b>SUBCONTRACTOR</b> certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified <b>SUBCONTRACTOR</b> as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount		

**ATTACHMENT C**

**City of San Antonio**

**Veteran-Owned Small Business Program Tracking Form**

ACKNOWLEDGEMENT

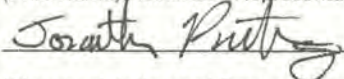
THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER/RESPONDENT'S FULL NAME:

Jonathan Ruttenberg

(Print Name) Authorized Representative of Bidder/Respondent

 \_\_\_\_\_

(Signature) Authorized Representative of Bidder/Respondent

Vice President

Title

April 17, 2016

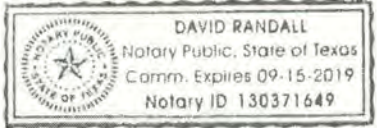
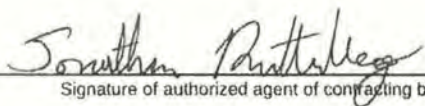
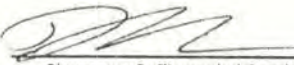
Date

This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

ATTACHMENT D

Java Connections LLC /DBA LaptopsAnytime

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
		1 of 1	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> Java Connections, LLC dba LaptopsAnytime Dallas, TX United States		<b>CERTIFICATION OF FILING</b> Certificate Number: 2016-41168  Date Filed: 04/17/2016  Date Acknowledged:	
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> San Antonio Public Library Material Dispensing Equipment Solution			
<b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.</b> RFCSP 6100007044 Automated Laptop Checkout Kiosks			
4		Nature of interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
City of San Antonio Information Technology	San Antonio, TX United States	X	
<b>5 Check only if there is NO Interested Party.</b> <input type="checkbox"/>			
<b>6 AFFIDAVIT</b>		I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.	
		 _____ Signature of authorized agent of contracting business entity	
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said <u>JONATHAN RUTTENBERG</u> , this the <u>19th</u> day of <u>APRIL</u> , 20 <u>16</u> , to certify which, witness my hand and seal of office.			
 _____ Signature of officer administering oath		<u>DAVID RANDALL</u> _____ Printed name of officer administering oath	
		<u>NOTARY PUBLIC</u> _____ Title of officer administering oath	

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

ATTACHMENT D

Java Connections LLC /DBA LaptopsAnytime

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

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\* = Required fields



## City of San Antonio Contracts Disclosure Form

**Office of the  
City Clerk**

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see [Section 2-59 through 2-61](#) of the City's Ethics Code.

\*This is a  New Submission or  Correction or  Update to previous submission.

*1. Name of person submitting this disclosure form.			
First: <u>Jonathan</u>	M.I. _____	Last: <u>Ruttenberg</u>	Suffix: _____
*2. Contract information.			
a) Contract or project name: <u>San Antonio Public Library Material Dispensing Equipment Solution, RFCSP 6100007044</u>			
b) Originating department: <u>Information Technology Services Department</u>			
*3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).			
<u>City of San Antonio Information Technology Services Department</u>			
*4. List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.			
<input checked="" type="checkbox"/> Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.			
<input type="checkbox"/> Names of partner, parent, joint venture or subsidiary entities, and all the board members, executive committee members, and officers of each entity:			
*5. List any individuals or entities that will be subcontractors on this contract.			
<input checked="" type="checkbox"/> Not applicable. No subcontractors will be retained for this contract.			
<input type="checkbox"/> Subcontractors may be retained, but have not been selected at the time of this submission.			
<input type="checkbox"/> List of subcontractors, including the name of the owner(s), and business name:			
*6. List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.			
<input checked="" type="checkbox"/> Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.			
<input type="checkbox"/> List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:			



\* = Required fields



## City of San Antonio Contracts Disclosure Form

**Office of the  
City Clerk**

<b>*7. Disclosure of political contributions.</b>
<p>List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:</p> <ul style="list-style-type: none"> <li>a) any individual seeking contract with the city (Question 3)</li> <li>b) any owner or officer of entity seeking contract with the city (Question 3)</li> <li>c) any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)</li> <li>d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)</li> <li>e) the spouse of any individual listed in response to (a) through (d) above</li> <li>f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)</li> </ul> <p><input checked="" type="checkbox"/> Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.</p> <p><input type="checkbox"/> List of contributions:</p>
<b>Updates on Contributions Required</b>
<p>Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.</p>
<b>Notice Regarding Contribution Prohibitions for "High-Profile" Contracts</b>
<p>Under <u>Section 2-309 of the Municipal Campaign Finance Code</u>, the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:</p> <ul style="list-style-type: none"> <li>a) Legal signatory of a high-profile contract</li> <li>b) Any individual seeking a high-profile contract</li> <li>c) Any owner or officer of an entity seeking a high-profile contract</li> <li>d) The spouse of any of individual listed in response to (a) through (c) above</li> <li>e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract</li> </ul> <p><b>Penalty.</b> A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.</p>
<b>*8. Disclosure of conflict of interest.</b>
<p>Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under <u>Sections 2-43 or 2-44</u> of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?</p> <p><input checked="" type="checkbox"/> I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.</p> <p><input type="checkbox"/> I am aware of the following conflict(s) of interest:</p>

\* = Required fields



**City of San Antonio  
Contracts Disclosure Form**

**Office of the  
City Clerk**

**\*9. Prohibited Interest in Contracts.**

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

No  
 Yes

**Notice Regarding Prohibited Interest in Contracts.**

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see [Section 141](#) of the City Charter and [Section 2-52](#) of the City Ethics Code (Prohibited Interests in Contracts) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see [Section 2-58](#) of the City Ethics Code (Prohibited Interest in Discretionary Contracts) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940.

**Acknowledgements**

**\*1. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

**\*2. No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in [Section 2-61](#) of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

\* = Required fields



### City of San Antonio Contracts Disclosure Form

Office of the  
City Clerk

**\*3. Contribution Prohibitions for "High-Profile" Contracts**

This is not a high-profile contract.

This is a high-profile contract.

**\*4. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

**\*Oath**

I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Jonathan Ruttenberg Title: Vice President

Company Name or DBA: Java Connections, LLC dba LaptopsAnytime Date: 04/17/2016

Please fill this form out online, print completed form and submit with proposal to originating department. All questions must be answered.  
 If necessary to mail, send to:  
 Purchasing  
 P.O. Box 839966  
 San Antonio, Texas 78283-3966

**RFCSP ATTACHMENT F  
LITIGATION DISCLOSURE FORM**

**Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.**

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes \_\_\_ No X

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes \_\_\_ No X

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes \_\_\_ No X

**If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.**

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## PRICING SCHEDULE

## ITEM 4: LAPTOP DISPENSER (EQUIPMENT ONLY)

ITEM	ESTIMATED QUANTITY – (A)	PRICE PER UNIT – (B)	EXTENDED PRICE (AXB)
4. LAPTOP DISPENSER (EQUIPMENT ONLY)	1	\$23,950.00 USD 12 Bay Host Station	\$23,950.00 12 Bay Host Station

- Annual Costs

ITEM	TERM	ESTIMATED QUANTITY – (A)	ANNUAL PRICE – (B)	EXTENDED PRICE – (A) X (B)
PREVENTIVE MAINTENANCE – INITIAL TERM – GOLD LEVEL SERVICE PLAN @ 6% of EQUIPMENT COST	UPON AWARD SEPTEMBER 30, 2017	1	\$1,437.00 USD/YR	\$1,437.00 USD
ANNUAL SOFTWARE LICENSE PER 12 BAY HOST STATION – INITIAL TERM		1	\$1,800.00 USD/YR	\$1,800.00 USD
PREVENTIVE MAINTENANCE – INITIAL TERM – GOLD LEVEL SERVICE PLAN @ 6% of EQUIPMENT COST – YEAR 1	OCTOBER 1, 2017 – SEPTEMBER 30, 2018	1	\$1,437.00 USD/YR	\$1,437.00 USD
ANNUAL SOFTWARE LICENSE PER 12 BAY HOST STATION – YEAR 1		1	\$1,800.00 USD/YR	\$1,800.00 USD
PREVENTIVE MAINTENANCE – YEAR 2	OCTOBER 1, 2018 – SEPTEMBER 30, 2019	1	\$1,437.00 USD/YR	\$1,437.00 USD
ANNUAL SOFTWARE LICENSE PER 12 BAY HOST STATION – YEAR 2		1	\$1,800.00 USD/YR	\$1,800.00 USD

PREVENTIVE MAINTENANCE – YEAR 3	OCTOBER 1, 2019 – SEPTEMBER 30, 2020	1	\$1,437.00 USD /YR	\$1,437.00 USD
ANNUAL SOFTWARE LICENSE PER 12 BAY HOST STATION – YEAR 3		1	\$1,800.00 USD/YR	\$1,800.00 USD
PREVENTIVE MAINTENANCE – YEAR 4	OCTOBER 1, 2020 – SEPTEMBER 30, 2021	1	\$1,437.00 USD /YR	\$1,437.00 USD
ANNUAL SOFTWARE LICENSE PER 12 BAY HOST STATION – YEAR 4		1	\$1,800.00 USD/YR	\$1,800.00 USD

**ITEM 5: LABOR**

ITEM	ESTIMATED QUANTITY (HOURS) – (A)	PRICE PER HOUR – (B)	PRICE (AXB)
LABOR RATE / (MON. – FRI. 9:00am – 4:00pm)	50	\$100 / hr. (On-Site Support @ Gold Level Service Plan	\$5,000.00 USD

**ITEM 6: REPAIR PARTS**

Dealer Cost Plus Percentage – FREE as long as customer is current under Annual Hardware Service Plan.

**ACCOUNT REPRESENTATIVE CONTACT INFORMATION**

Vendor shall list the account representative information servicing the City's account if awarded this contract.

Name/Title: Jonathan Ruttenberg / Vice President

Phone #: 614.579.3053 Fax #:

Email: jonathan@laptopsanytime.com

Please complete the following:

Prompt Payment Discount: 0%. (If no discount is offered, Net 30 will apply.)

## SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/> or the direct link at: <http://www.sanantonio.gov/purchasing/saeps.aspx>

By submitting a proposal, by paper (hardcopy), Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

**IF AWARDED A CONTRACT IN RESPONSE TO THIS RFCSP, RESPONDENT CERTIFIES THAT IT IS ABLE AND WILLING TO COMPLY WITH THE VENUE, THE INSURANCE AND INDEMNIFICATION REQUIREMENTS SET OUT IN RFCSP EXHIBITS 1 & 2. A FAILURE TO COMPLY WITH THE VENUE, JURISDICTION AND ARBITRATION, INTELLECTUAL PROPERTY, UNDISCLOSED FEATURES, OWNERSHIP AND LICENSES, CERTIFICATIONS, ACCEPTANCE CRITERIA, INSURANCE AND INDEMNIFICATION REQUIREMENTS OF THIS RFCSP WILL RESULT IN REJECTION OF THE PROPOSAL. RESPONDENT UNDERSTANDS AND AGREES THAT THE TERMS CONTAINED IN THIS RFCSP ARE PART OF THE FINAL CONTRACT AND PREVAIL OVER ANY CONFLICTING TERMS IN ANY DOCUMENT FURNISHED BY RESPONDENT, EVEN IF NOT EXPRESSLY PROVIDED IN THE BODY OF THE CONTRACT.**

If awarded a contract in response to this RFCSP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

**Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions**

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Java Connections, LLC dba LaptopsAnytime  
Respondent Entity Name

Signature: Jonathan Ruffenberg

Printed Name: Jonathan Ruffenberg

Title: Vice President

Email Address: jonathan@laptopsanytime.com



SIGNATURE PAGE

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PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	JR
Proposal RFCSP Attachment A	JR
Respondent Questionnaire RFCSP Attachment B	JR
*VOSBPP Tracking Form RFCSP Attachment C	JR
Certificate Of Interested Parties (Form 1295) RFCSP Attachment D	JR
Discretionary Contracts Disclosure Form RFCSP Attachment E	JR
Litigation Disclosure RFCSP Attachment F	JR
Pricing Schedule RFCSP Attachment G	JR
*Signature Page RFCSP Attachment H	JR
Proposal Checklist RFCSP Attachment I	JR
Proof of Insurability (See RFCSP Exhibit 1) Insurance Provider's Letter Copy of Current Certificate of Insurance	JR
Financial Information	JR
One (1) Original, Ten (10) Copies and one (1) CD of entire proposal in PDF format.	JR

\*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.

PROPOSAL CHECKLIST

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PROOF OF INSURABILITY

Letter of insurability



April 19, 2016

RE: Java Connections, LLC dba: Laptops Anytime

To Whom It May Concern,

We have been the insurance broker for Java Connections, LLC dba: Laptops Anytime since 2010.

The insured does not have a Workers' Compensation or Auto policy with us. The General Liability limits meet the requirements in the contract, and include an additional insured endorsement and waiver of subrogation. The current General Liability policy is effective from 12/15/2015 to 12/15/2016.

Sincerely,  
Pacific Diversified Insurance Services, Inc.

Chalyce Pay  
Account Manager

200 Gregory Ln Bldg A  
Pleasant Hill, CA 94523  
Ph: 925-686-2860  
Fax: 925-686-6118

9015 Murray Ave, Ste 110  
Gilroy, CA 95020  
Ph: 408-842-2131  
Fax: 408-842-0867

2386 Maritime Dr. Ste 110  
Elk Grove CA 95758  
Ph: 916-970-2745  
Fax: 916-604-9124

990 Highland Rd.  
Solana Beach, CA 92075  
Ph: 858-345-4292

[www.pdins.com](http://www.pdins.com)  
License #0504035

Current Insurance Cert.



JAVACON-01 CHALYCEP

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
4/18/2016

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

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

PRODUCER License # 0B63315 Pacific Diversified Insurance, Inc. 200 Gregory Lane Bldg A Pleasant Hill, CA 94523	CONTACT NAME: PHONE (A/C, No, Ext): (925) 686-2860 E-MAIL: ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A : Continental Casualty Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED  Java Connections, LLC (Laptops Anytime) 17304 Preston Rd Ste 800 Dallas, TX 75252		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:		B5094897967	12/15/2015	12/15/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 EPLI \$ 10,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>  City of San Antonio, Attn: IT Procurement Office Finance Department San Antonio Public Library Material Dispensing Equipment Solution PO Box 839966 San Antonio, TX 78283-3966	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

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ACORD 25 (2014/01)

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April 19, 2016

To Whom It May Concern:

Java Connections LLC was formed in 2007 and has been in current operation continuously for more than 8 years. We are a profitable privately held company with no debt and annual revenue exceeding \$1,000,000.

We do not and will not in the near future audit our financials, at our size and as a private company this is an unnecessary expense.

Our financial information is private. We therefore respectfully decline to provide any requested financial documents.

Regards,

A handwritten signature in black ink that reads "Matthew Buscher". The signature is fluid and cursive, with a long horizontal stroke at the end.

Matthew Buscher  
President & CEO  
Java Connections LLC  
LaptopsAnytime

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Java Connections, LLC dba LaptopsAnytime  
Dallas, TX United States

Certificate Number:  
2016-47011

Date Filed:  
04/28/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The City of San Antonio

Date Acknowledged:

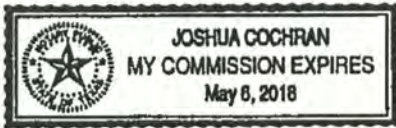
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods or other property to be provided under the contract.

RFCSP 6100007044, V3  
San Antonio Public Library Material Dispensing Equipment Solution

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Buscher, George Matthew	Dallas, TX United States	X	
	Ruttenberg, Jonathan	Dallas, TX United States	X	

5 Check only if there is NO interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Jonathan Ruttenberg  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jonathan Ruttenberg, this the 28<sup>th</sup> day of April, 2016, to certify which, witness my hand and seal of office.

Joshua Cochran Signature of officer administering oath  
Joshua Cochran Printed name of officer administering oath  
VPS store manager Title of officer administering oath

**INTEGRATION AGREEMENT FOR SAN ANTONIO PUBLIC LIBRARY  
MATERIAL DISPENSING EQUIPMENT SOLUTION**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL  
NO.: 6100007044 v3**

**BETWEEN THE CITY OF SAN ANTONIO, TEXAS  
AND  
MK SOLUTIONS, INC**

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (City), and MK Solutions Inc., (MK Solutions), both of which may be referred to herein collectively as the "Parties."

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**1.0 CONTRACT DOCUMENTS**

- 1.1 The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:
- a. This Integration Agreement;
  - b. City's Request for Competitive Sealed Proposal (RFCSP) 6100007044 v3, including all attachments, addendums, best and final offers, and clarification statements thereto (Exhibit A); and
  - c. MK SOLUTIONS Proposal Response (Exhibit B) as it applies to line items 2 and 5 (LIBRARY ITEMS (BOOK AUDIOBOOK) DISPENSER (EQUIPMENT ONLY) and Labor, respectively) of Attachment G of the RFCSP.



## 2.0 INSURANCE

Prior to the commencement of any work under this Agreement, MK SOLUTIONS shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, Purchasing Division, which shall be clearly labeled "SAN ANTONIO PUBLIC LIBRARY MATERIAL DISPENSING EQUIPMENT SOLUTION" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate should be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department, Purchasing Division. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

MK SOLUTIONS's financial integrity is of interest to the City; therefore, subject to MK SOLUTIONS's right to maintain reasonable deductibles in such amounts as are approved by the City, MK SOLUTIONS shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at MK SOLUTIONS's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

MK SOLUTIONS agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of MK SOLUTIONS herein, and provide a certificate of insurance and endorsement that names the MK SOLUTIONS

and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of MK SOLUTIONS. MK SOLUTIONS shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. MK SOLUTIONS shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. MK SOLUTIONS shall pay any costs incurred resulting from provision of said documents.

City of San Antonio  
Attn: IT Procurement Office, Finance Department  
San Antonio Public Library Material Dispensing Equipment Solution  
P.O. Box 839966  
San Antonio, Texas 78283-3966

MK SOLUTIONS agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, MK SOLUTIONS shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend MK SOLUTIONS's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies the City may have upon MK SOLUTIONS's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order MK SOLUTIONS to stop work hereunder, and/or withhold any payment(s) which become due to MK SOLUTIONS hereunder until MK SOLUTIONS demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which MK SOLUTIONS may be held responsible for payments of damages to persons or property resulting from MK SOLUTIONS's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that MK SOLUTIONS's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

MK SOLUTIONS and any Subcontractors are responsible for all damage to their own equipment and/or property.

### 3.0 INDEMNIFICATION

**MK SOLUTIONS covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to MK SOLUTIONS'S activities under this Agreement, including any acts or omissions of MK SOLUTIONS, any agent, officer, director, representative, employee, consultant or subcontractor of MK SOLUTIONS, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT MK SOLUTIONS AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. MK SOLUTIONS shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or MK SOLUTIONS known to MK SOLUTIONS related to or arising out of MK SOLUTIONS's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at MK SOLUTIONS's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving MK SOLUTIONS of any of its obligations under this paragraph.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by MK SOLUTIONS in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. MK SOLUTIONS shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If MK SOLUTIONS fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and MK SOLUTIONS shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of MK SOLUTIONS, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for MK SOLUTIONS or any subcontractor under worker's compensation or other employee benefit acts.

#### 4.0 LAW APPLICABLE

- 4.1 THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**
- 4.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Contract shall be heard and determined in the City of San Antonio, Bexar County, Texas.

#### 5.0 TERMINATION

- 5.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated, or earlier termination pursuant to any of the provisions hereof.
- 5.2 Termination Without Cause. This Agreement may be terminated by City upon 30 calendar days written notice. In the event of such termination by City, City shall pay MK SOLUTIONS for all work executed and materials delivered to City in accordance with this Agreement, and costs incurred by reason of such termination.
- 5.3 Termination For Cause. Upon written notice, either party may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:
- 5.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, which shall not be reasonably be withheld,
  - 5.3.2 City's failure for a period of thirty (30) days to pay MK SOLUTIONS for service and/or materials under of this Agreement.

- 5.4 Defaults With Opportunity for Cure. Should MK SOLUTIONS default in the performance of this Agreement in a manner, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. MK SOLUTIONS shall have thirty (30) calendar days after receipt of the written notice to cure such default. If MK SOLUTIONS fails to cure the default within such thirty-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with MK SOLUTIONS to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with any subsequent vendor against MK SOLUTIONS future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.
- 5.4.1 Bankruptcy or selling substantially all of company's assets
  - 5.4.2 Failing to perform or failing to comply with any covenant herein required
  - 5.4.3 Performing unsatisfactorily.
  - 5.4.4 Failure to meet acceptance test criteria approval on the third attempt.
- 5.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.
- 5.6 Regardless of how this Agreement is terminated, MK SOLUTIONS shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by MK SOLUTIONS, or provided to MK SOLUTIONS, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by MK SOLUTIONS. Payment of compensation due or to become due to MK SOLUTIONS is conditioned upon delivery of all such documents, if requested.
- 5.7 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue MK SOLUTIONS for any default hereunder or other action.
- 5.8 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation. In the event of such termination by City, MK SOLUTIONS shall be entitled to payment in full for all work which MK SOLUTIONS has performed in accordance with this Agreement and all equipment which MK SOLUTIONS has delivered to the City pursuant to this Agreement.

## 6.0 ENTIRE AGREEMENT

This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to

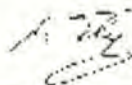
exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

**EXECUTED** and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

**CITY OF SAN ANTONIO**

**MK SOLUTIONS, INC.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
San Antonio Public Library  
Date: \_\_\_\_\_

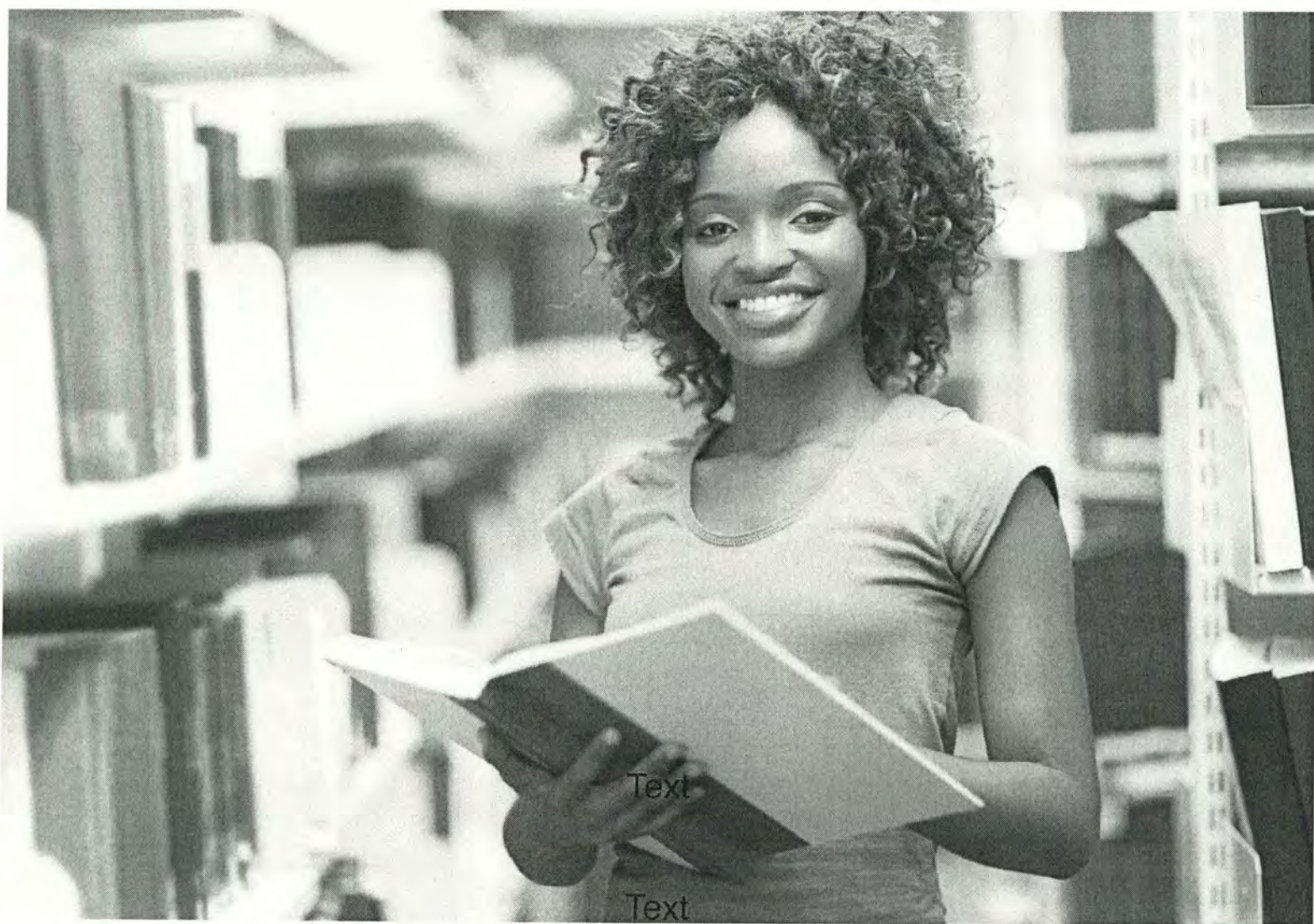
  
\_\_\_\_\_  
Print Name: Markus Flory  
Title: President  
Date: August 24, 2016

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

Placeholder for Exhibit A.  
It is attached as the final document to  
the Ordinance in Attachment I

# Original



RFP Response to Library:

San Antonio Public Library

RFP Number:

RFCSP 6100007044

Due:

Monday, April 25 2016 @ 2:00PM

EXHIBIT B





mk Solutions Inc.  
75 Acco Drive Suite A-3  
York, PA 17402 - USA  
Phone +1 860 760 0438  
Toll Free +1 888 484 5056  
Fax +1 860 760 0448  
info@mk-solutions.com  
www.mk-solutions.com

mk Solutions Inc. • 75 Acco Drive Suite A-3 • York, PA 17403

April 22, 2016

City Clerk's Office  
Attn: IT Procurement Office (Finance Department)  
100 Military Plaza  
First Floor City Hall  
San Antonio, TX 78205

Subject: San Antonio Public Library Material Dispensing Equipment Solution  
RFCSP 6100007044

Dear Selection Committee,

mk Solutions Inc. is pleased to submit a response to your RFCSP for a Material Dispensing Equipment Solution that includes manufacturing, delivery, installation, training and support.

mk Solutions Inc. has a strong history of experience with RFID technology, self-service enablement and circulation workflow automation because we focus our research and development exclusively on library specific software and hardware solutions. All products purchased from mk Solutions will be custom manufactured by our experienced team and tailored to meet your specific needs. Each product is engineered and tested in our facilities by our employees and customized to your specific requirements. mk Solutions Inc. will collaborate with the library to ensure there is a solid implementation plan in place and the infrastructure to support it. Ongoing maintenance and service will be available to provide you confidence in our products.

In addition, all products provided will include the web-based mk LibManager software that allows staff to monitor and configure all products from their desktop PC and provides statuses and statistical data at the click of a button. You can be confident that all products and services will be manufactured and provided from one source when you choose mk Solutions Inc. which allows us to have complete control of your project from start to finish.

We look forward to partnering with the San Antonio Public Library in implementing a long-term and patron-friendly Material Dispensing Equipment Solution for your library. As a partner, we are committed to the success and excellence of this project. If you need more information or further assistance, please contact me directly at (408) 887-7630 or via email at Demond.Crawley@mk-solutions.com. Thank you again and I look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads 'Demond Crawley'.

Demond Crawley  
Library Solutions Consultant

# mk Solutions, Inc.

San Antonio Public Library Material Dispensing Equipment Solution  
RFP# RFCSP 6100007044

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Cover Letter

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2. RFCSP Attachment B - Respondent Questionnaire	..Pages 7-16
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6. RFCSP Attachment F - Litigation Disclosure Form	Page 25
7. RFCSP Attachment G - Pricing Schedule – with full pricing mk quote	...Pages 26-40
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10. Proof of Insurability	..Page 44-47
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mk Solutions Inc.

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www.mk-solutions.com



The logo for mk SOLUTIONS features the lowercase letters 'mk' in a large, bold, sans-serif font. Below 'mk', the word 'SOLUTIONS' is written in a smaller, all-caps, sans-serif font. The 'S' in 'SOLUTIONS' is notably larger than the other letters.

## 019 RFCSP ATTACHMENTS

### RFCSP ATTACHMENT A

#### PROPOSED PLAN

Prepare and submit narrative responses to address the following items:

- Provide full environmental specifications and requirements for each discrete piece of dispensary equipment.
- Explain how your proposed solution minimizes the risk of loss or theft of dispensed items.
- Explain in detail your plan for deploying the solution for SAPL.
- Explain your plan for meeting the support and availability requirements.
- Explain how your solution protects the privacy of Patron personal information.

# mk Solutions – Attachment A

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## RFCSP ATTACHMENT A PROPOSED PLAN

Prepare and submit narrative responses to address the following items:

ITEM 1: MULTIMEDIA DISC DISPENSER

ITEM 2: LIBRARY ITEMS (Books & Audiobooks) DISPENSER

ITEM 3: HOLD LOCKER

ITEM 4: LAPTOP DISPENSER (NOT APPLICABLE)

- **Explain how your proposed solution minimizes the risk of loss or theft of dispensed items.**
  - Items are secured within a steel-framed, industrial aluminum body with a lock and sealed entrances at each side. A key is required and the only way to gain access to the inside of the dispenser.
  - Powder coated with graffiti resistance paint coat.
  - The center dispensing module includes a stainless steel user interface and dispensing opening with a stainless steel motorized window.
  - Conveyed via a tray system, items become accessible via the dispensing opening to the patron ONLY after a successful check-out (which opens the motorized sliding door).
  - An active patron account (card) is required to access the interactive screen. The library can also require a PIN in addition to the card to further insure proper access to materials for the designated patron.
  - Patrons never have access to items that are not on their account. So the retrieval station's sliding door opens only after the patron scans the patron card and was successfully validated against the ILS. In addition to scanning the patron card in the beginning of the session, the patron needs to scan the card a second time before the motorized door is opened and distributes the item to a patron. This is an added security feature that the patron that is checking out the book is still the patron that will be getting the book from the door when it opens.
  - The tray system provides only the requested item to the patron; no extra carrying cases, boxes, etc.
  - The mk LibDispenser uses the same ILS parameters and limitations used at the Circulation Desk and/or SelfCheck stations as well as OPAC data to maintain the browsing catalog fully automated. Limits on item type, blocks from fines/fees, and other library policies also apply at the dispenser as the unit communicates to the ILS via a SIP2 connection and connects patron and biblio record (via URL) information accordingly.
  - Blocked patrons are unable to borrow materials at the unit until they have cleared their account of fees, fines or overdue items, as they would in the library.

---

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75 Acco Drive, Suite A-3  
York, PA 17402- USA

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info@mk-solutions.com  
www.mk-solutions.com



# mk Solutions – Attachment A

---

- **Explain in detail your plan for deploying the solution for SAPL.**

After final specifications are confirmed with the library, mk provides a Project Coordinator to work directly with the library. The Project Coordinator provides a work timetable and schedule for implantation to the library prior to starting the work project.

Role of Project Coordinator:

- Communicates with the library's one point of contact. They will send an email and call the contact to introduce them self and explain the installation process after the final specifications are agreed to by the library.
- Provides a Project Information Form (PIF) that provides a template for information we require for a successful installation. The PIF includes such things as delivery specifics and details, onsite installation requirements, technical setup and requirements, system and database configuration, and responsibilities of the library.
- Works with the library contact and mk technicians to provide a work timetable and schedule regarding shipping, installation, and training
- Follows up with library after the install to confirm that everything is working properly and that the library is satisfied with the whole

---

**mk Solutions, Inc.**

75 Acco Drive, Suite A-3  
York, PA 17402- USA  
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Toll Free +1 888 484 5056

[info@mk-solutions.com](mailto:info@mk-solutions.com)  
[www.mk-solutions.com](http://www.mk-solutions.com)



# mk Solutions – Attachment A

All dates stated below are based on estimated timelines at this point. The exact implementation plan will be provided upon receipt of PO and after all specifications are finalized. Based on the timing of the order the exact delivery date will be determined. To the best of our knowledge below is an estimate on the timing required for each step.

<b>Receipt of PO</b>	<b>Week 1</b>
Customer Information Form sent to Library – mk will work with library to determine exact specifications, obtain network and database information and all details regarding preferences of the library.	Week 2
Final Specifications determined and sent to mk for manufacturing to begin	Week 2
Start of production of mk LibDispenser®	Week 2
Project Coordinator assigned and will contact library with appropriate forms and testing materials	Week 2
Library Provides ILS questionnaire and library items and patron cards for testing with ILS	Week 4
Set up Test Run with ILS	Week 5
Library installs Power and Ethernet access and prepares installation site	Week 6-12
End of production mk LibDispenser®	Week 12
Quality / Functional Testing mk LibDispenser®	Week 13
Packaging & Shipping	Week 14 -19
Installation onsite & Staff Training	Week 20-21
Library's IT dpt. on standby (for network or ILS)	Week 20-21
<b>Fully operational</b>	<b>Week 22</b>

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# mk Solutions – Attachment A

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- **Explain your plan for meeting the support and availability requirements.**

Based on service issue, we provide local onsite support as well as remote support to accomplish any required support and uptime requirements. Our service team is available on 7 days per week and the central support line/ticketing system ensures that our technicians will be informed immediately about any issue. The system also sends automated emails to us in the event of any error.

## **Technical Support**

Installation of your system will be conducted by a certified, trained mk service technician. During the installation local technicians will also be trained on all products and available for on-site services if needed in the future. In addition to local service technicians, we currently have a service technician located in North America that is available for service calls if needed. In addition, North America libraries also receive remote support from our parent company in Germany if needed during off hours. This guarantees that any questions or issues that may occur will be answered quickly and effectively by our team. We will first attempt to service your products via remote access; however if a technician is needed we will send one of our technicians to your site directly. Please note that our software allows us to solve over 95% of all service issues via remote access and no technician is needed.

## **Regular Support Hour – Toll-Free, E-mail and Fax Support**

The RFID and AMH system comes fully equipped with Staff Control Panel Software and video cameras installed inside the AMH equipment, which provide library and technical support staff full diagnostic tools to evaluate the system remotely and the ability to evaluate the system at any moment from any location. The use of this software allows us to solve over 95% of service issues via remote access.

## **Regular Support Hours**

Monday Friday 7:30 a.m. – 10:00 p.m. EST

Saturday 10:00 a.m. – 8:00 p.m. EST

Sunday 12:00 p.m. – 8:00 p.m. EST

## **Support Hour Costs**

Telephone Support – The cost of contacting Technical Support is included at no additional charge in the initial warranty and then as an extra option in the extended warranty pricing.

On-site Support – The cost of having a technician on-site is included at no additional charge in the initial warranty and then as an option in the extended warranty pricing.

## **Technical Support Contact Protocol**

Initial contact is made to our Technical Support Department via email at [service.us@mk-solutions.com](mailto:service.us@mk-solutions.com). At that time you will be given a service order number and a confirmation that mk Solutions received your email and service request. We ask that you contact our team via our service email address in order to ensure you reach several team members at one time. These staff members will draw on their experience to solve the problem using the diagnostics available in the software, accessing workstations remotely and with the assistance of library staff. Technical Support staff will consult with mk Solutions' development team and our system hardware engineers should escalation be required.

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Phone +1 860 760 0438  
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[info@mk-solutions.com](mailto:info@mk-solutions.com)  
[www.mk-solutions.com](http://www.mk-solutions.com)



# mk Solutions – Attachment A

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If an on-site visit is required because Technical Support has either been unable to determine the problem, or because it is a hardware issue that requires on-site attention, mk Solutions will issue a work order for a Technical Support Analyst. In the event that the technician is unable to solve the issue, staff will be sent to the library from one of our sales and service locations for further troubleshooting.

## **Spare Parts**

In the event that there are hardware challenges and replacement parts are required, they will be sent by overnight courier. The library also has the option of purchasing a spare part package as part of the Preventive Maintenance and Service Contract after the first year of warranty operation.

## **Response Time**

We respond to e-mail requests for assistance. In the event that mk Solutions Technical Support is unable to solve the problem remotely, a mk certified, trained technician will be available to provide on-site support. All of the technicians are fully trained in all our systems, and will be involved in the installation and implementation of the initial systems. Please note that over 95% of our cases are solved via remote and doesn't require on-site assistance.

- **Explain how your solution protects the privacy of Patron personal information.**
  - The user interface module provides the patron some privacy during the browsing and dispensing phases of using the mk LibDispenser because of the center, dispensing module design.
  - Per the information, the system does not show on screen or receipt any personal patron information.
  - The library can control the extent of patron information provided or not on the receipt.
  - These parameters are already set in the ILS.
  - Log files for patron transactions do not include any personal information beyond the patron number.
  - The library can also determine a preferred timed-out function after each patron uses the machine, if they forget to logout after their transaction.

Please note that mk Solutions can meet or exceed the general requirements stated in the RFCSP for dispensing machine

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## mk Solutions, Inc.

75 Acco Drive, Suite A-3  
York, PA 17402- USA

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www.mk-solutions.com





**RFCSP ATTACHMENT B**  
**RESPONDENT QUESTIONNAIRE**

**1. Respondent Information:** Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: mk Solutions, Inc.

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: 75 Acco Drive, Suite A-3

City: York State: PA Zip Code: 17402

Telephone No. 860-760-0438 Fax No: N/A

Website address: www.mk-solutions.com

Year established: 2009

Provide the number of years in business under present name: 2 Years

Social Security Number or Federal Employer Identification Number: 61-1573837

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: 019809159

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any: \_\_\_\_\_

Partnership

Corporation If checked, check one:  For-Profit  Nonprofit

Also, check one:  Domestic  Foreign

Other If checked, list business structure: \_\_\_\_\_

Printed Name of Contract Signatory: Demond Crawley

Job Title: Library Solutions Consultant

(NOTE: This RFCSP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

mk Sorting System, Inc,

\_\_\_\_\_

\_\_\_\_\_

Provide address of office from which this project would be managed:

City: York State: PA Zip Code: 17402

Telephone No. 860-760-0438 Fax No: N/A

Annual Revenue: \$ 2.5M

Total Number of Employees: 25

Total Number of Current Clients/Customers: \_\_\_\_\_

Briefly describe other lines of business that the company is directly or indirectly affiliated with:  
mk Solutions GmbH - Parent Company

List Related Companies:  
See Above

2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: Demond Crawley Title: Library Solutions Consultant

Address: 75 Acco Drive, Suite A-3

City: York State: PA Zip Code: 17402

Telephone No. 860-760-0438 Fax No: N/A

Email: demond.crawley@mk-solutions.com

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes  No

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes  No  If "Yes", list authorizations/licenses.

Vendor# V30002052

5. Where is the Respondent's corporate headquarters located? York, PA

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes  No  If "Yes", respond to a and b below:

- a. How long has the Respondent conducted business from its San Antonio office?

Years \_\_\_\_\_ Months \_\_\_\_\_

- b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes  No  If "Yes", respond to c and d below:

- c. How long has the Respondent conducted business from its Bexar County office?

Years \_\_\_\_\_ Months \_\_\_\_\_

- d. State the number of full-time employees at the Bexar County office. \_\_\_\_\_

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes \_\_\_ No X If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

\_\_\_\_\_  
\_\_\_\_\_

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes \_\_\_ No X If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

\_\_\_\_\_  
\_\_\_\_\_

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes \_\_\_ No X If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

\_\_\_\_\_  
\_\_\_\_\_

10. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

N/A

\_\_\_\_\_  
\_\_\_\_\_

11. **Previous Contracts:**

a. Has the Respondent ever failed to complete any contract awarded?

Yes \_\_\_ No X If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

\_\_\_\_\_  
\_\_\_\_\_

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes \_\_\_ No X If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

\_\_\_\_\_  
\_\_\_\_\_

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes  No  If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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**REFERENCES**

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

**Reference No. 1:**

Firm/Company Name Hillsboro Public Library

Contact Name: Carol Reich Title: Reader Services Manager

Address: 2850 NE Brookwood Parkway

City: Hillsboro State: OR Zip Code: 97124

Telephone No. 503-615-6514 Fax No: \_\_\_\_\_

Date and Type of Service(s) Provided: LibDispenser with extended warranty

Installed July 2015 - present

Contact Email Address: carol.reich@hillsboro-oregon.gov

**Reference No. 2:**

Firm/Company Name Hamilton Public Library

Contact Name: Lita Barrie Title: Director, Digital Technology

Address: 55 York Blvd

City: Hamilton State: ON Zip Code: L8N 4E4

Telephone No. 905-546-3200 Ext 3230 Fax No: \_\_\_\_\_

Date and Type of Service(s) Provided: LibDispenser with extended warranty

Installed 2012 - present

Contact Email Address: lbarrie@hpl.ca

**Reference No. 3:**

Firm/Company Name National University of Singapore

Contact Name: Steven Chow Title: Librarian

Address: Central Library, 12 Kent Ridge Crescent

City: Singapore State: \_\_\_\_\_ Zip Code: 119275

Telephone No. +65-6516-2028 Fax No: \_\_\_\_\_

Date and Type of Service(s) Provided: LibDispenser with extended warranty

Installed 2013 - present

Contact Email Address: chowdm@nus.edu.sg

**EXPERIENCE, BACKGROUND, QUALIFICATIONS**

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

Describe Respondent's experience relevant to the Scope of Services **and equipment** requested by this RFCSP for the following:

- **Multimedia Disc Dispenser**
- **Library Items (book & audiobook) Dispenser**
- **Hold Locker**
- **Laptop Dispenser**
- **Integrated Library System (ILS) integration experience**
- **Post implementation support (maintenance and repair)**

List and describe three relevant projects of similar sizes. Identify associated results or impacts of the project/work performed.

# mk Scope of Work

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## EXPERIENCE, BACKGROUND, QUALIFICATIONS

mk Solutions Inc. has a strong history of experience with RFID technology, self-service enablement and circulation workflow automation because we focus our research and development exclusively on library specific software and hardware solutions. All products purchased from mk Solutions will be custom manufactured by our experienced team and tailored to meet your specific needs. Each product is engineered and tested in our facilities by our employees and customized to your specific requirements. mk Solutions Inc. will collaborate with the library to ensure there is a solid implementation plan in place and the infrastructure to support it. Ongoing maintenance and service will be available to provide you confidence in our products.

In addition, all products provided will include the web-based mk LibManager software that allows staff to monitor and configure all products from their desktop PC and provides statuses and statistical data at the click of a button. You can be confident that all products and services will be manufactured and provided from one source when you choose mk Solutions Inc. which allows us to have complete control of your project from start to finish.

Since mk Solutions is a global company with installs of the mk LibDispenser worldwide, we have completed multiple installs, helped libraries increase their circulations and number of patrons, and helped provide a library in communities where there wasn't a budget or staff to do so. Installs in Australia, Asia, Europe, and North America allow mk Solutions to be the best in the dispensing industry.

mk Solutions, does not use another team or joint venture. They're a sole source provider, so you have one contact and company for all your needs.

## 004 SCOPE OF SERVICE

Library Items (book & audiobook) Dispenser

### GENERAL REQUIREMENTS

- Provide the capability to dispense a variety and varied amounts of library material types. For example, Books, Digital Video Discs (DVD), audio books, etc.
  - Yes, the mk LibDispenser allows various items to be dispensed. In addition, the mk LibDispenser is a modular system, so the library can expand the unit at any time even after the original purchase. As the library's circulations or budget expands, so can the unit.
- Provide an opportunity for patrons to check out and/or return available items at any time without staff intervention.
  - Yes, the mk LibDispenser is 100% fully automated for lending and returning of library items. It automatically re-shelves items, so items are re-shelved without staff intervention and are available immediately for the next patron.
- Provide a simple patron interface that requires a minimal amount of input from the patron
  - Yes, our interface is 100% web-based so the patrons are familiar with the interface and Graphic User Interface (GUI) because the graphics are similar to a smart phone. In addition, the LibDispenser pulls all information from the library's OPAC, so the patrons can not only see the text, but the item covers and full summaries of the items.

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# mk Scope of Work

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- Provide an auto logout function after a certain amount of inactivity.
  - Yes, the library can use a timed out feature and the time limit is customizable.
- Be customizable to support library loan policies
  - Yes, since the LibDispenser works with the library's ILS, they have full control of this feature.
- Provide 99.9% availability.
- mk Solutions meets the highest industrial standards and reliability expectations. In addition, mk Solutions' parent company is ISO 9001 (Quality Management) certified. This certification requires highest level of quality in regards to sustainable, quality assurance, enhanced image, risk minimization, increased cost-effectiveness through process improvement, worldwide compatibility, and more. Because of this certification and listening to our customer's needs, we made a new software structure developed on the newest technologies, program languages, and highest quality standards.
- Allow branding by the Library on exterior surfaces and display screen (if applicable).
  - Yes, the library is free to add a wrap with information or marketing from the library.
- Provide an easy method of restocking and/or changing the selection of available library material items with minimal disruption to patron usage.
  - To prevent any human influence to the storage and data system the automated storage system manages each item which will be loaded or unloaded by using the maintenance mode at the retrieval station of the Dispenser. To access this mode a service card is required. So, items will not be placed into the unit by opening a door and putting them into a slot.
- Have automated instructions available in both English and Spanish for use of device.
  - Yes, the library may have 9 languages on the screen for the patrons to choose from.
- Provide the patron a receipt at time of checkout and/or at the time of check-in including the ability to email patron receipts.
  - Yes this is available and it's at the library's discretion.
- Automatically alert staff when maintenance and/or supply issues arise.
  - In the event of any problems, alerts are sent to a supervisory workstation at the library and/or can be e-mailed to designated staff.
- Be compliant with Americans with Disabilities Act (ADA) and Section 508 of the Rehabilitation Act.
  - Yes, the LibDispenser is ADA Compliant
- The vendor shall provide staff training for usage with the device.
  - Yes, all staff training will be done on site.
- The vendor shall provide system (hardware and software) maintenance and operation plan with established performance requirements.
  - Yes, mk Solutions, has various extended warranty and maintenance programs to choose from (see mk pricing quote)

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# mk Scope of Work

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- The vendor shall provide maximum 24 hours resolution time for all mechanical and software problems. Communicate with the ILS in real time to keep track of inventory and circulate items.
  - Yes, there is an offline mode for returns. Providing an offline mode for check-out has to be decided by the library because the patrons account (might be blocked) and during offline mode this can't be checked. This is possible but then the library has to take the risk to check-out items to a library's patron without knowing the patron's status.
- Minimize the risk of theft.
  - Because of the construction of the LibDispenser, it's almost impossible to steal from the unit. In addition, the patron must scan their card to browse and again before checking out the item and the dispensing door opens.
- Minimize the risk of bodily injury (e.g. machine tipping, pinch points, etc.).
  - Due to the size and construction of the LibDispenser, there is no risk of bodily injury.
- 
- Be able to scan patron library bar codes that use Codabar format.
  - Yes and RFID patron cards too.
- Run on a single 120 volt / 60 Hz standard electrical connection.
  - Power Supply (depending on configuration): 120V 1 phase 25A 60Hz or 208V 3 phases 20A 60 Hz or 230V 1 phase 16A 50Hz or 400V 3 phases 16A 50Hz
- Be capable of communicating with the Library's Integrated Library System (Innovative Millennium) using an Ethernet network connection.
  - Yes, the LibDispenser uses an Ethernet network access via single RJ45 (standard data port) and SIP2 license to communicate with the library's ILS
- Be capable of communicating with the Library's Integrated Library System (Innovative Millennium) via Standard Interchange Protocol (SIP2).
  - Yes, the LibDispenser uses SIP2 to communicate with the ILS

**Please see mk's price quote with for information regarding costs for delivery, setup, licensing, on-going maintenance and support, and staff training.**

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# CERTIFICATE OF COMPLIANCE

**Certificate Number** 20141208-E337193  
**Report Reference** E337193-20100916  
**Issue Date** 2014-DECEMBER-08

**Issued to:** mk Solutions GmbH  
 Glockenstr. 80  
 53844 Troisdorf GERMANY

**This is to certify that  
 representative samples of**

VENDING MACHINES

USL,CNL - Vending Machines of a type as indicated  
 Non-Refrigerated Vending Book Shop, Model LD, followed  
 by 0 or 1, followed by 0 – 1, followed by 1, followed by 0 or  
 1, followed by 1 or 2, followed by 0, 1, 2, 3 or 4, followed by  
 0 or 1, followed by 0, 1 or 2, followed by 1 or 2

Have been investigated by UL in accordance with the  
 Standard(s) indicated on this Certificate.

**Standard(s) for Safety:** UL 751 Vending Machines  
 CSA C22.2 No. 128-95 Vending Machines  
**Additional Information:** See the UL Online Certifications Directory at  
[www.ul.com/database](http://www.ul.com/database) for additional information

Only those products bearing the UL Certification Mark should be considered as being covered by UL's  
 Certification and Follow-Up Service.

Look for the UL Certification Mark on the product.



Bruce Mahrenholz, Assistant Chief Engineer, Global Inspection and Field Services

UL LLC

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL. For questions, please  
 contact a local UL Customer Service Representative at [www.ul.com/contactus](http://www.ul.com/contactus)



**Veteran-Owned Small Business Program Tracking Form**

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**Authority.** The City of San Antonio Veteran-Owned Small Business Preference Program Ordinance 2013-12-05-0864 adopted a veteran-owned small business preference program for specific contracting categories for solicitations issued after January 15, 2014.

**Tracking.** This solicitation is not eligible for a preference based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

**Certification.** The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

**Definitions.** The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT IT WITH YOUR BID/PROPOSAL.

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: RFCSF 6100007044

Name of Respondent:	Demond Crawley	
Physical Address:	75 Acco Drive Suite A-3	
City, State, Zip Code:	York, PA 17402	
Phone Number:	(860)760-0438	
Email Address:	bids.us@mk-solutions.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	<input checked="" type="radio"/> No
Name of <b>SUBCONTRACTOR</b> Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is <b>SUBCONTRACTOR</b> certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is <b>SUBCONTRACTOR</b> certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified <b>SUBCONTRACTOR</b> as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

**Veteran-Owned Small Business Program Tracking Form**

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ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on Veteran-Owned Small Business Program Tracking Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Program Tracking Form may be investigated and I hereby give my full permission for any such investigation. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

BIDDER/RESPONDENT'S FULL NAME:

Demond Crawley

(Print Name) Authorized Representative of Bidder/Respondent

Demond Crawley

(Signature) Authorized Representative of Bidder/Respondent

Library Solutions Consultant

Title

4/21/16

Date

**This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

mk Solutions, Inc.  
York, PA United States

Certificate Number:  
2016-43267

Date Filed:  
04/21/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of San Antonio

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

RFCSP 6100007044  
LibDispenser Library items dispensing unit

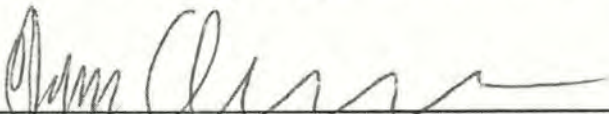
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT  
COMMONWEALTH OF PENNSYLVANIA

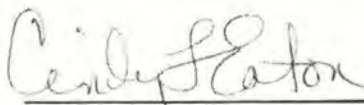
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARIAL SEAL  
Cindy Eaton, Notary Public  
York, York County  
My Commission Expires August 4, 2019

  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Notary, this the 21<sup>st</sup> day of April, 2016, to certify which, witness my hand and seal of office.

  
Signature of officer administering oath

Cindy L Eaton  
Printed name of officer administering oath

Notary  
Title of officer administering oath



# City of San Antonio Contracts Disclosure Form

Office of the  
City Clerk

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see [Section 2-59 through 2-61](#) of the City's Ethics Code.

\*This is a  New Submission or  Correction or  Update to previous submission.

\*1. Name of person submitting this disclosure form.

First: Demond M.I. \_\_\_\_\_ Last: Crawley Suffix: Mr.

\*2. Contract information.

a) Contract or project name: RFCSP 6100007044

b) Originating department: \_\_\_\_\_

\*3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).

mk Solutions, Inc.

\*4. List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.

Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.  
 Names of partner, parent, joint venture or subsidiary entities, and all the board members, executive committee members, and officers of each entity:

mk Solutions GmbH

Names of executive committee members, officers, partners, and directors:

Markus Flory, President

\*5. List any individuals or entities that will be subcontractors on this contract.

Not applicable. No subcontractors will be retained for this contract.  
 Subcontractors may be retained, but have not been selected at the time of this submission.  
 List of subcontractors, including the name of the owner(s), and business name:

\*6. List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.

Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.  
 List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:



# City of San Antonio Contracts Disclosure Form

Office of the  
City Clerk

**\*7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

List of contributions:

**Updates on Contributions Required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

**Notice Regarding Contribution Prohibitions for "High-Profile" Contracts**

Under Section 2-309 of the Municipal Campaign Finance Code, the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- a) Legal signatory of a high-profile contract
- b) Any individual seeking a high-profile contract
- c) Any owner or officer of an entity seeking a high-profile contract
- d) The spouse of any of individual listed in response to (a) through (c) above
- e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract

**Penalty.** A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

**\*8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest:





## City of San Antonio Contracts Disclosure Form

Office of the  
City Clerk

### \*9. Prohibited Interest in Contracts.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

No

Yes

### Notice Regarding Prohibited Interest in Contracts.

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see [Section 141 of the City Charter](#) and [Section 2-52 of the City Ethics Code \(Prohibited Interests in Contracts\)](#) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see [Section 2-58 of the City Ethics Code \(Prohibited Interest in Discretionary Contracts\)](#) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940.

### Acknowledgements

#### \*1. Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

#### \*2. No Contact with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in [Section 2-61 of the City Ethics Code](#) by respondents or their agents may lead to disqualification of their offer from consideration.



# City of San Antonio Contracts Disclosure Form

Office of the  
City Clerk

**\*3. Contribution Prohibitions for "High-Profile" Contracts**

- This is not a high-profile contract.
- This is a high-profile contract.

**\*4. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

- I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

**\*Oath**

- I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Demond Crawley Title: Library Solutions Consultant

Company Name or DBA: mk Solutions, Inc. Date: 04/21/2016

Please fill this form out online, print completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, send to:  
Purchasing  
P.O. Box 839966  
San Antonio, Texas 78283-3966

**RFCSP ATTACHMENT F**  
**LITIGATION DISCLOSURE FORM**

**Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.**

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes  No

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes  No

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes  No

**If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.**

## RFCSP ATTACHMENT G

## PRICING SCHEDULE

## ITEM 1: MULTI-MEDIA DISPENSER (EQUIPMENT ONLY)

ITEM	ESTIMATED QUANTITY – (A)	PRICE PER UNIT – (B)	EXTENDED PRICE (A X B)
1. MULTI-MEDIA DISPENSER (EQUIPMENT ONLY)	1	\$	\$

ITEM	TERM	ESTIMATED QUANTITY – (A)	ANNUAL PRICE – (B)	EXTENDED PRICE – (A) X (B)
PREVENTIVE MAINTENANCE – INITIAL TERM	UPON AWARD – SEPTEMBER 30, 2017	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 1 N/A	OCTOBER 1, 2017 – SEPTEMBER 30, 2018	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 2	OCTOBER 1, 2018 – SEPTEMBER 30, 2019	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 3	OCTOBER 1, 2019 – SEPTEMBER 30, 2020	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 4	OCTOBER 1, 2020 – SEPTEMBER 30, 2021	1	\$	\$

## ITEM 2: LIBRARY ITEMS (BOOK AUDIOBOOK) DISPENSER (EQUIPMENT ONLY)

ITEM	ESTIMATED QUANTITY – (A)	PRICE PER UNIT – (B)	EXTENDED PRICE (A X B)
2. LIBRARY ITEMS (BOOK AUDIOBOOK) DISPENSER (EQUIPMENT ONLY)	1	\$ 165,300.00	*\$165,300.00

\* This price is for the LibDispenser only and doesn't include installation, shipping, and training. Please see attached mk quote for more pricing. Please note, if the library decides to purchase more than one LibDispenser, a volume discount will be given.

ITEM	TERM	ESTIMATED QUANTITY – (A)	ANNUAL PRICE – (B)	EXTENDED PRICE – (A) X (B)
PREVENTIVE MAINTENANCE – INITIAL TERM	UPON AWARD – SEPTEMBER 30, 2017	1	\$ 0	\$ 0
PREVENTIVE MAINTENANCE – YEAR 1	OCTOBER 1, 2017 – SEPTEMBER 30, 2018	1	\$ 4,959.00	*\$ 4,959.00
PREVENTIVE MAINTENANCE – YEAR 2	OCTOBER 1, 2018 – SEPTEMBER 30, 2019	1	\$ 5,083.00	*\$ 5,083.00
PREVENTIVE MAINTENANCE – YEAR 3	OCTOBER 1, 2019 – SEPTEMBER 30, 2020	1	\$ 5,210.00	*\$ 5,210.00
PREVENTIVE MAINTENANCE – YEAR 4	OCTOBER 1, 2020 – SEPTEMBER 30, 2021	1	\$ 5,340.00	*\$ 5,340.00

\* This price is for the mk Extended Warranty Bronze Package. Please see the mk quote for more warranty options and pricing.

ITEM 3: HOLD LOCKER (EQUIPMENT ONLY)

ITEM	ESTIMATED QUANTITY – (A)	PRICE PER UNIT – (B)	EXTENDED PRICE (A X B)
3. HOLD LOCKER (EQUIPMENT ONLY)	1	\$	\$

ITEM	TERM	ESTIMATED QUANTITY – (A)	ANNUAL PRICE – (B)	EXTENDED PRICE – (A) X (B)
PREVENTIVE MAINTENANCE – INITIAL TERM	UPON AWARD – SEPTEMBER 30, 2017	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 1	OCTOBER 1, 2017 – SEPTEMBER 30, 2018	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 2	OCTOBER 1, 2018 – SEPTEMBER 30, 2019	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 3	OCTOBER 1, 2019 – SEPTEMBER 30, 2020	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 4	OCTOBER 1, 2020 – SEPTEMBER 30, 2021	1	\$	\$

N/A

## ITEM 4: LAPTOP DISPENSER (EQUIPMENT ONLY)

ITEM	ESTIMATED QUANTITY – (A)	PRICE PER UNIT – (B)	EXTENDED PRICE (A X B)
4. LAPTOP DISPENSER (EQUIPMENT ONLY)	1	\$	\$

ITEM	TERM	ESTIMATED QUANTITY – (A)	ANNUAL PRICE – (B)	EXTENDED PRICE – (A) X (B)
PREVENTIVE MAINTENANCE – INITIAL TERM	UPON AWARD – SEPTEMBER 30, 2017	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 1	OCTOBER 1, 2017 – SEPTEMBER 30, 2018	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 2	OCTOBER 1, 2018 – SEPTEMBER 30, 2019	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 3	OCTOBER 1, 2019 – SEPTEMBER 30, 2020	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 4	OCTOBER 1, 2020 – SEPTEMBER 30, 2021	1	\$	\$

ITEM 5: LABOR

ITEM	ESTIMATED QUANTITY (HOURS) – (A)	PRICE PER HOUR – (B)	PRICE (A X B)
LABOR RATE (Mon. – FRI. 9:00 a.m. – 4:00 p.m.)	50	\$ 90.00	*\$ 4,500.00

\* Please note that labor is included in our extended warranty Silver and Gold packages

ITEM 6: REPAIR PARTS

Dealer Cost Plus Percentage 35 % Surcharge

<b>ACCOUNT REPRESENTATIVE CONTACT INFORMATION</b>	
Vendor shall list the account representative information servicing the City's account if awarded this contract.	
Name/Title:	Demond Crawley / Library Solutions Consultant
Phone #:	408-887-7630
Fax #:	N/A
Email:	Demond.Crawley@mk-solutions.com

Please complete the following:

Prompt Payment Discount: 1 % 10 days. (If no discount is offered, Net 30 will apply.)

Please Note: In addition, mk offers a 0.5% discount for electronic payments (ACH and/or Wire Transfers)





mk Solutions Inc.  
 105 Highland Park Drive  
 Bloomfield, CT 06002 - USA  
 Phone +1 860 760 0438  
 Toll Free +1 888 484 5056  
 Fax +1 860 760 0448  
 info@mk-solutions.com  
 www.mk-solutions.com

Mr. Ray Fraga  
 San Antonio Public Library  
 600 Soledad  
 San Antonio, TX 78205

Your contact: Demond Crawley  
 Tel: +1 408 887 7630

Demond.Crawley@mk-solutions.com  
 www.mk-solutions.com

This proposal consists of 10 pages.

## Proposal

Proposal no.:	Rev	Our Reference	Date
QUO-03143-76XRYZ-	0	DC	April 25, 2016

Dear Mr. Fraga,

Thank you for your interest in our library solutions. After hearing your library needs, mk Solutions would like to make the following offer in accordance to our general sales conditions.

### About mk Solutions

mk Solutions provides high quality library self-checks, RFID implementation, EM Security, book dispensing solutions and Automated Materials Handling systems. mk Solutions descended from a subsidiary of the mk Technology Group, which has been providing high level technical equipment for over 40 years. This experience has provided a strong basis from which we build technical solutions for library systems. All our systems are designed with the goal of interoperability between vendors. Our equipment and software are designed to meet ISO and other published standards and have no proprietary features, giving libraries the confidence that their new systems will be long lasting and compatible with existing systems.

The workstations and automated material handling systems required by libraries are similar to other installations in the manufacturing industry. mk's designs incorporate decades of experience, while drawing on new technologies to provide innovative solutions unlike any other on the market.

At mk Solutions, we pride ourselves on developing personal relationships with our customers. As our company has grown, we have maintained our ability to provide the personal service and high level of customized products our libraries require.



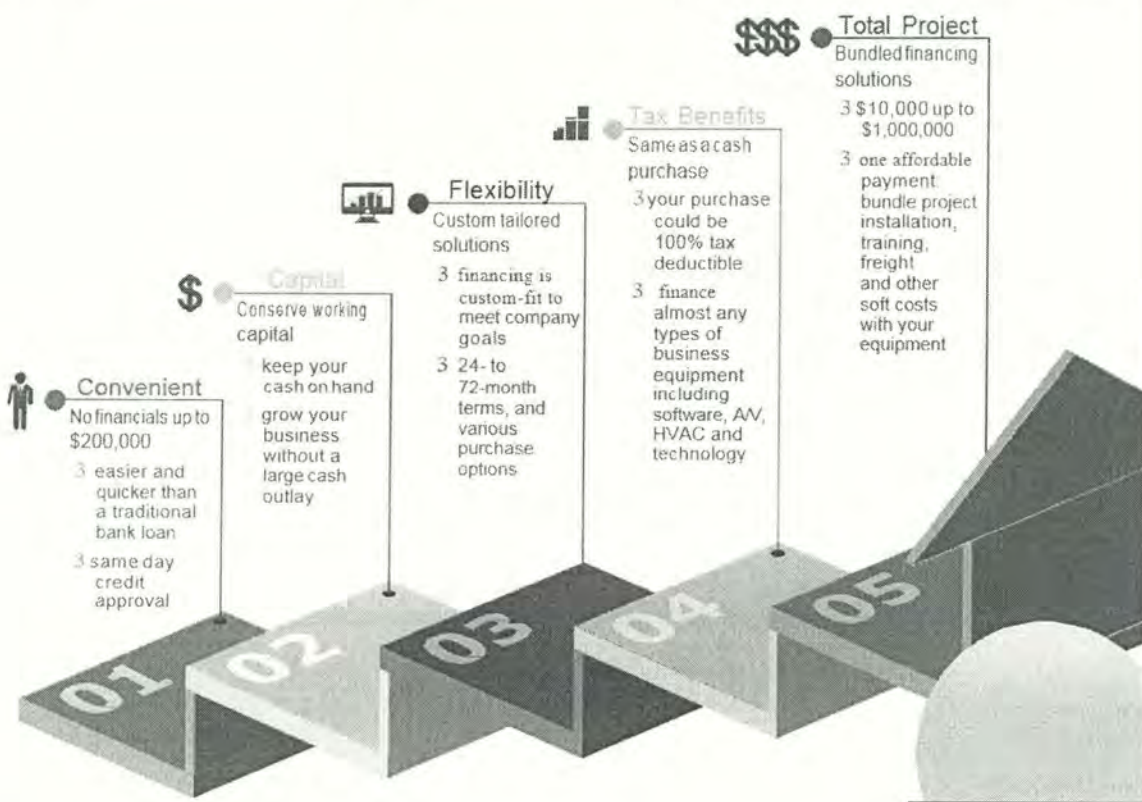
**Benefits of Financing**

Horizon Keystone offers the flexibility to grow your library

- Request a payment quote
- Complete a simple application or apply online
- Sign and return the documentation
- Horizon Keystone places your order
- You take delivery and installation

**Based on Lease Amount of: \$185,440.00**

24 Months	36 Months	48 Months	60 Months
<b>\$1.00 Purchase</b>			
\$8,385.60	\$5,767.18	\$4,439.43	\$3,653.17



\*The end of term purchase option is \$1.00, you will then own the equipment. The above quote is subject to credit approval & 2+ years in business. Rates are subject to change.  
 www.HorizonKeystone.com • 800-606-0049 x140 • corinne@horizonkeystone.com • www.applyforlease.com



## mk LibDispenser®

Your 24/7 Library



Expandable 2-module system



Expandable 3-module system



Expandable 3-module system

### Benefits:

- The mk LibDispenser® provides 24 hour access for library materials.
- The dispenser serves as a standalone branch that allows patrons to check items in and out as well as place holds on items to be picked up at the LibDispenser®.
- **mk LibDispenser® can be expanded by adding additional modules at any time for a total of up to 11 modules.**
- **Automated re-shelving - returned items are immediately available for the next patron**
- The expandable base model provides 796 dynamic horizontal storage positions for materials to be stored / dispensed. Items will be classified in height during the loading/return process to determine the number of required horizontal storage positions needed to store the material. The unit includes one retrieval station with a touch screen interface for patrons to select and retrieve their items.
- Capable of using the library's catalog data through mk's touch screen user interface to browse and select items.
- Lends and returns all types of library materials - books, CD's, DVDs, magazines, games. There are no special cases or containers required for the patron to handle. Returned items are immediately available for the next patron. The library may allow returns not originally dispensed from the machine.

### Functional Description:

If patron selects: Catalog

- Scan your library card
- Search by title, author, category or all keywords
- Select the item
- Item is immediately checked out and dispensed.

If patron selects: My Items

- Scan your library card
- Check out any selected and/or hold items
- Also available as an option to browse and place an item on hold at home or at the LibDispenser®

If patron selects: My Account (optional feature that can be disabled)

- Scan your library card
- Checked out items, view return dates and fines due
- Renew one or multiple items

If patron selects: My Returns

- Scan your library card
- Place item in the empty tray opening

**Receive a printed receipt or email receipt or no receipt after every function**



### Product Specifications:

#### • Center Module

Sizes:	Indoor:	W 800 x D 1,210 x H 2,112 mm (W 31.5" x D 48.0" x H 83.2")
	Outdoor:	W 870 x D 1,295 x H 2,160 mm (W 34.2" x D 51.0" x H 85.1")
Weight:	Indoor:	555 kg Net (1,224 lbs Net)
	Outdoor:	622 kg Net (1,371 lbs Net)
Power:		120V/240V, 1 Phase, 50/60Hz, 25 Amp
Network:		Ethernet network access via single RJ45
Capacity:		146 storage positions in a 25 mm (1") pitch

#### • Expansion Module **(attached to the center module, ≤ 3 modules in total)**

Sizes:	Indoor:	W 800 x D 1,210 x H 2,112 mm (W 31.5" x D 48.0" x H 83.2")
	Outdoor:	W 800 x D 1,295 x H 2,160 mm (W 31.5" x D 51.0" x H 85.1")
Weight:	Indoor:	139 kg Net (306 lbs Net)
	Outdoor:	129 kg Net (284 lbs Net)
Capacity:		325 storage positions in a 25 mm (1") pitch

#### • Expansion Module **(attached to an expansion module, ≥ 3 modules in total)**

Sizes:	Indoor:	W 800 x D 1,210 x H 2,112 mm (W 31.5" x D 48.0" x H 83.2")
	Outdoor:	W 800 x D 1,295 x H 2,160 mm (W 31.5" x D 51.0" x H 85.1")
Weight:	Indoor:	139 kg Net (306 lbs Net)
	Outdoor:	129 kg Net (284 lbs Net)
Capacity:		378 storage positions in a 25 mm (1") pitch



<b><u>Common start model:</u></b>	<b>“Base model” (center and two expansion modules)</b>
Sizes:	Indoor: W 2,410 x D 1,210 x H 2,112 mm (W 94.9” x D 48.0” x H 83.2”) Outdoor: W 2,470 x D 1,295 x H 2,160 mm (W 97.3” x D 51.0” x H 85.1”)
Weight:	Indoor: 833 kg Net (1,836 lbs Net) Outdoor: 880 kg Net (1,940 lbs Net)
Power:	120V/240V, 1 Phase, 50/60Hz, 25 Amp
Network:	Ethernet network access via single RJ45
Capacity:	796 storage positions in a 25 mm (1”) pitch

- Software: mk LibSoft
- Connection to ILS: via SIP2 or NCIP
- Item Identification: RFID  
Barcode (optional) \*\*\*
- Item dimension per tray: min. 100 x 100 x 5 mm (min. 3.9” x 3.9” x 0.2”)  
max. 320 x 220 x 90 mm (max. 12.6” x 8.7” x 3.5”)
- Standards: **UL**-certified, **CE**-certified
- UPS: Uninterrupted Power Supply included to protect against voltage swings or interruptions
- Operational performance centrally managed by **mk LibManager** web-based tool (included).

#### **Additional Options:**

- Indoor cabinet version with outdoor retrieval station (through building’s exterior wall)
- Separate browsing station located beside the retrieval station
- Audio support “Text to Speech”
- Barcode or/and RFID user cards
- Payment functions for patron’s fines/fees
- Sponsorship opportunities due to available advertisement area

\*\*\*The equipment being proposed includes one or more industrial barcode scanners. Each scanner is designed to read barcodes that meet international standards for image density and line width. In the event that the quality falls below international standards, it may be necessary to provide an alternate scanning solution. To verify this, we require sample barcode labels from your library for compliance testing.



**Pricing:**

Qty.	Description	Single / US\$	Total / US\$
1	<b>mk Indoor LibDispenser®</b> Software: mk LibSoft (license included) Size: 3 modules Capacity: 796 dynamic positions Trays: 500 pieces Retrieval Station: yes, stainless steel Enclosure: RAL 7035 (light gray) Browsing feature: yes Keyboard: integrated stainless steel model Software: mk LibSoft ILS communication via SIP2/NCIP Gate opens via: bar coded patron card Item Identification: RFID or Barcode Receipt Printer: yes Touch screen: yes Audio Support: optional Climate control: no (only Outdoor model)	\$165,300.00	\$165,300.00
1	Project Management & Quality Management (ISO)	Lot	Included
1	Packaging & Shipping	Lot	\$10,470.00
1	Installation (onsite)	Lot	\$8,970.00
1	Staff Training (onsite during installation visit)	Lot	\$700.00
<b>Total price net</b>			<b>\$185,440.00</b>



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**Notes:**

- Pricing is based on complete order. Delivery and installation are planned to occur at one time.
- Library's responsibilities
  - ✓ Provide completed mk's project information form (PIF) within the given time frame by the mk Project Manager to ensure an on time delivery and a smooth/efficient installation.
  - ✓ Provide ILS' SIP2 or NCIP license and appropriate configuration, if required for the proposed equipment
  - ✓ Provide representative sample material tagged and programmed if RFID or bar coded with EM security strips of each type of item. To be sent to mk's office for use during system pre-shipment testing
  - ✓ Provide a remote connection (such as Teamviewer) for remote maintenance and service prior to installation
  - ✓ Provide power outlets and standard Ethernet data outlets close to the installation site, if required for the proposed equipment
  - ✓ Prepare associated building modifications and wall or floor finishes, if required for the proposed equipment
- Pricing of building modifications – if required for the proposed equipment - such as wall openings and fire shutters are considered architectural changes to be provided by the Library's building contractor and are not included as part of this proposal. mk will provide sizing requirements and mounting specifications in the final acceptance layout.
- The proposed equipment will be delivered either in completed units or in modules, depending on the type of equipment. The library must provide enough space to bring the goods from the unloading zone outside the library to the installation area inside the library.
- For mk Return and Sorting Systems as well as for the mk LibDispenser®, mk will provide drawings showing exact or recommended power and Ethernet data connection. This drawing must be signed off by the library before any manufacturing can begin.

**Please do not hesitate to contact us for clarification on any of these requirements.**



### Warranty & Maintenance Programs for Hardware & Hardware/Software Kits

#### *Equipment, Software and Components*

mk Solutions offers a full 12 month parts and labor warranty from date of customer acceptance on all hardware and software. Please note that damage caused by vandalism, negligence or work performed by a third party other than a mk service representative is not covered under this warranty.

	Bronze	Bronze Plus	Silver	Gold
Annual Maintenance*	✓	✓	✓	✓
E-Mail Support	✓	✓	✓	✓
Phone Support (Hotline)	✓	✓	✓	✓
Software Updates		✓	✓	✓
On Site Support <i>(incl. travel expenses)</i>			✓	✓
Hardware replacement parts			✓ (50%)	✓
Spare parts on stock			✓	✓
During Warranty	Included	Included	Included	Included
1. Year after Warranty	\$4,959.00	\$7,439.00	\$13,224.00	\$16,530.00
2. Year after Warranty	\$5,083.00	\$7,625.00	\$13,555.00	\$16,943.00
3. Year after Warranty	\$5,210.00	\$7,816.00	\$13,894.00	\$17,367.00
4. Year after Warranty	\$5,340.00	\$8,011.00	\$14,241.00	\$17,801.00
5. Year after Warranty	\$5,474.00	\$8,211.00	\$14,597.00	\$18,246.00

\* Depending on the product, maintenance can be done remotely. Pricing is based on the proposed system without optional items.





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## **Terms of delivery and payment**

### **Terms of delivery**

To be determined - after receipt of the order in writing and agreement of all technical and commercial details, as well as all parties holding to the project time schedule in dependence of the responsibilities contained therein. This proposal is based on one single shipment. Partial shipments might require costs adjustment.

### **Delivery**

FOB destination, DDU Delivered Duty Unpaid, Software via download link

### **Terms of payment**

- 60 % of order value payable after receipt of order confirmation
- 35 % of order value with delivery and installation
- 5 % of order value after final acceptance but not later than 1 month after delivery

All payments due upon receipt of invoice net. Accounts not paid within terms are subject to a 5% monthly finance charge or a minimum of \$25

In the event of any delays caused beyond mk Solutions' responsibilities, the library agrees to pay the full contract amount based on the initially agreed delivery date.

### **Prices**

Prices shown are net prices and do not includes any taxes or duties.

### **Validity of prices**

180 days after date of this proposal or in accordance to the RFP.

### **Warranty**

12 months according to legal rules and our terms of delivery and payment.

### **General**

This offer is confidential and is only intended for internal use. The sharing of technical information or pricing is prohibited without the expressed, written permission of mk Solutions.

Prior to completion of manufacturing, we reserve the right to make design changes to improve the equipment or exceed the design specifications for any or all systems without prior approval. After the system has been installed, we retain the same right, but agree to notify the library in advance of any changes. The library may elect to decline an upgrade except in the case of changes to correct/limit manufacturer liability exposure.



Orders will not be processed until a written Purchase Order referencing this Proposal is received at mk Solutions.

Please review our proposal carefully. We assure you of timely processing of your order.

**mk Solutions**

**Customer's order approval:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Printed Name, Title

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Please use PO#

\_\_\_\_\_  
Demond Crawley  
mk Solutions Inc.

## RFCSP ATTACHMENT H

### SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/> or the direct link at: <http://www.sanantonio.gov/purchasing/saeps.aspx>

By submitting a proposal, by paper (hardcopy), Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

**IF AWARDED A CONTRACT IN RESPONSE TO THIS RFCSP, RESPONDENT CERTIFIES THAT IT IS ABLE AND WILLING TO COMPLY WITH THE VENUE, THE INSURANCE AND INDEMNIFICATION REQUIREMENTS SET OUT IN RFCSP EXHIBITS 1 & 2. A FAILURE TO COMPLY WITH THE VENUE, JURISDICTION AND ARBITRATION, INTELLECTUAL PROPERTY, UNDISCLOSED FEATURES, OWNERSHIP AND LICENSES, CERTIFICATIONS, ACCEPTANCE CRITERIA, INSURANCE AND INDEMNIFICATION REQUIREMENTS OF THIS RFCSP WILL RESULT IN REJECTION OF THE PROPOSAL. RESPONDENT UNDERSTANDS AND AGREES THAT THE TERMS CONTAINED IN THIS RFCSP ARE PART OF THE FINAL CONTRACT AND PREVAIL OVER ANY CONFLICTING TERMS IN ANY DOCUMENT FURNISHED BY RESPONDENT, EVEN IF NOT EXPRESSLY PROVIDED IN THE BODY OF THE CONTRACT.**

If awarded a contract in response to this RFCSP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

#### **Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions**

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

mk Solutions, Inc.

Respondent Entity Name

Signature: Demond Crawley

Printed Name: Demond Crawley

Title: Library Solutions Consultant

Email Address: bids.us@mk-solutions.com

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

\_\_\_\_\_  
Co-Respondent Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

## RFCSP ATTACHMENT I

## PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	DC
Proposal RFCSP Attachment A	DC
Respondent Questionnaire RFCSP Attachment B	DC
*VOSBPP Tracking Form RFCSP Attachment C	DC
Certificate Of Interested Parties (Form 1295) RFCSP Attachment D	DC
Discretionary Contracts Disclosure Form RFCSP Attachment E	DC
Litigation Disclosure RFCSP Attachment F	DC
Pricing Schedule RFCSP Attachment G	DC
*Signature Page RFCSP Attachment H	DC
Proposal Checklist RFCSP Attachment I	DC
Proof of Insurability (See RFCSP Exhibit 1) Insurance Provider's Letter Copy of Current Certificate of Insurance	DC
Financial Information	DC
One (1) Original, Ten (10) Copies and one (1) CD of entire proposal in PDF format.	DC

\*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.

20

EI **INFORMATION PAGE**

WEC **WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

**INSURER:** SEE ATTACHED ENDORSEMENT

**NCCI Company Number:**

10448

**Company Code:** 9



**POLICY NUMBER:**

02 WEC EI2027

**Previous Policy Number:**

02 WEC CR1988

Suffix	
LARS	RENEWAL
	00

HOUSING CODE: SB

1. **Named Insured and Mailing Address:** MK SOLUTIONS, INC.  
(No., Street, Town, State, Zip Code)

211 PAULINE DR #405  
YORK, PA 17402

**FEIN Number:** 204025574

**State Identification Number(s):**

**The Named Insured is:** CORPORATION

**Business of Named Insured:** MANUFACTURERS REPRESENTATIVE W

**Other workplaces not shown above:** SEE ATTACHED SCHEDULES

2. **Policy Period:** From 02/27/16 To 02/27/17  
12:01 a.m., Standard time at the insured's mailing address.

**Producer's Name:** SUMMIT FIRST INSURANCE LLC

10 LIBRARY LANE  
SIMSBURY, CT 06070

**Producer's Code:** 025612

**Issuing Office:** THE HARTFORD  
301 WOODS PARK DRIVE  
CLINTON NY 13323  
(800) 962-6170

**Total Estimated Annual Premium:** \$1,253

**Deposit Premium:**

**Policy Minimum Premium:** \$465 PA (INCLUDES INCREASED LIMIT MIN. PREM.)

**Audit Period:** ANNUAL

**Installment Term:**

The policy is not binding unless countersigned by our authorized representative.

Countersigned by *Susan L. Castaneda*  
Authorized Representative

02/08/16  
Date

**3. A. Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: MD, OK, PA

**B. Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

<b>Bodily injury by Accident</b>	\$1,000,000	<b>each accident</b>
<b>Bodily injury by Disease</b>	\$1,000,000	<b>policy limit</b>
<b>Bodily injury by Disease</b>	\$1,000,000	<b>each employee</b>

**C. Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, US TERRITORIES, AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

**D. This policy includes these endorsements and schedule:**

WC 99 00 05 WC 00 03 11A WC 00 04 21D WC 00 04 22B WC 35 03 03  
SEE ENDT

**4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
---	--	---------------------------------------	--------------------------------

(SEE ATTACHED SCHEDULES)

INCREASED LIMITS PART TWO (9812)			11
TO EQUAL INCREASED LIMITS MINIMUM PREMIUM (9848)			139
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION			472
PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION			448
EXPENSE CONSTANT (0900)			220
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			1,158
TOTAL ESTIMATED STATE SURCHARGE			12
TERRORISM (9740)			55
CATASTROPHE (9741)			28
TOTAL ESTIMATED ANNUAL PREMIUM			1,253

---

<b>Total Estimated Annual Premium:</b>	\$1,253
<b>Deposit Premium:</b>	
<b>Policy Minimum Premium:</b>	\$465 PA (INCLUDES INCREASED LIMIT MIN. PREM.)

---

**Interstate/Intrastate Identification Number:** / 003373235

**Labor Contractors Policy Number:** NAICS: 454390  
SIC: 5963

10 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any  
02 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock  
AD insurance company of The Hartford Insurance Group shown below.  
SBA

**INSURER:** HARTFORD CASUALTY INSURANCE COMPANY  
8910 PURDUE RD, INDIANAPOLIS, IN 46268  
COMPANY CODE: 3



**Policy Number:** 02 SBA AD0210 SB

**SPECTRUM POLICY DECLARATIONS**

**Named Insured and Mailing Address:** MK SOLUTIONS, INC.  
(No., Street, Town, State, Zip Code)  
211 PAULINE DR # 405  
YORK PA 17402

**Policy Period:** From 02/27/16 To 02/27/17 1 YEAR  
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

**Name of Agent/Broker:** SUMMIT FIRST INSURANCE LLC  
**Code:** 025612

**Previous Policy Number:** 02 SBA AD0210

**Named Insured is:** CORPORATION

**Audit Period:** ANNUAL

**Type of Property Coverage:** SPECIAL

**Insurance Provided:** In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

---

**TOTAL ANNUAL PREMIUM IS:** \$6,348

IN RECOGNITION OF THE MULTIPLE COVERAGES INSURED WITH THE HARTFORD, YOUR POLICY PREMIUM INCLUDES AN ACCOUNT CREDIT.

---

Countersigned by *Sueann L. Castaneda*  
Authorized Representative

12/16/15  
Date





# CERTIFICATE OF LIABILITY INSURANCE

47 DATE (MM/DD/YYYY)  
4/21/2016

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

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

PRODUCER Summit First Insurance, LLC 10 Library Lane  Simsbury CT 06070	CONTACT NAME: Joshua Gowdy	
	PHONE (A/C, No, Ext): (860) 392-3939 FAX (A/C, No): (855) 473-4329 E-MAIL ADDRESS: jgowdy@yoursummitfirst.com	
INSURED Mk Solutions, Inc. 75 Acco Dr Ste a-3 75 Acco Drive Suite A-3 York PA 17402	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hartford Casualty Insurance Company	29424
	INSURER B: Rated by Multiple Companies	00914
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: CL1631101102 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	02SBAAD0210	2/27/2016	2/27/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired/Non-owned \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	<input checked="" type="checkbox"/>		02SBAAD0210	2/27/2016	2/27/2017	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	02SBAAD0210	2/27/2016	2/27/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y/N	02WECEI2027	2/27/2016	2/27/2017	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies; Workers' compensation and employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City; Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

<b>CERTIFICATE HOLDER</b>  City of San Antonio Attn: IT Procurement Office, Finance Depa San Antonio Public Library Material Dispe Equipment Solution P.O. Box 839966 San Antonio, TX 78283	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Randall Gowdy/JG

**mk Solutions, Inc.**75 Acco Drive, Suite A-3  
York, PA 17402 - USA

Phone +1 860 760 0438

Toll Free +1 888 484 5056

Fax +1 860 760 0448

info@mk-solutions.com

www.mk-solutions.com

*Analyze of Balance sheet & Profit and loss account*

No	Balance/profit & loss/ratios	2015*
		USD
1	Total equity and liabilities	555,587.17
2	Current assets [1]	545,163.15
3	Current liabilities [2]	905,187.83
4	Equity	-921,687.76
5	EBIT [4]	104,638.42
6	Liabilities [5]	-366,100.76
7	Turnover/Revenue	2,483,058.99
8	Net income	102,188.76
*	Preliminary	

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-46929

Date Filed:  
04/28/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
mk Solutions, Inc.  
York, PA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
City of San Antonio

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods or other property to be provided under the contract.  
RFCSP 6100007044, V3  
RFCSP 6100007044, V3 / San Antonio Public Library Material Dispensing Equipment Solutions

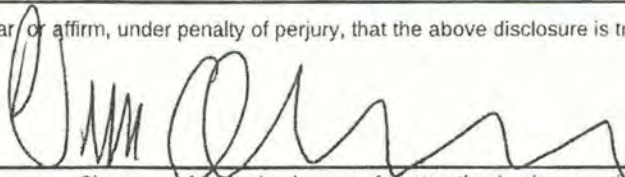
4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
mk Solutions, Inc.	York, PA United States	X	

5 Check only if there is NO Interested Party.

6 AFFIRMATION COMMONWEALTH OF PENNSYLVANIA

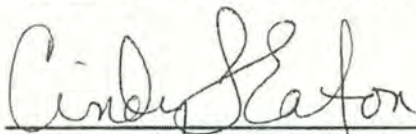
I swear or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARIAL SEAL  
Cindy Eaton, Notary Public  
York, York County  
My Commission Expires August 4, 2019

  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Party, this the 28<sup>th</sup> day of April 2016, to certify which, witness my hand and seal of office.

  
Signature of officer administering oath

Cindy L Eaton  
Printed name of officer administering oath

Notary  
Title of officer administering oath

**INTEGRATION AGREEMENT FOR SAN ANTONIO PUBLIC LIBRARY  
MATERIAL DISPENSING EQUIPMENT SOLUTION**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL  
NO.: 6100007044 v3**

**BETWEEN THE CITY OF SAN ANTONIO, TEXAS  
AND  
RTI COMPANY, INC.**

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (City), and RTI Company, Inc. (RTI), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**1.0 CONTRACT DOCUMENTS**

- 1.1 The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:
- a. This Integration Agreement;
  - b. City's Request for Competitive Sealed Proposal (RFCSP) 6100007044, including all attachments, addendums, best and final offers, and clarification statements thereto (Exhibit A);
  - c. RTI SOLUTIONS Proposal Response (Exhibit B) as it applies to line items 1 and 5 (MULTI-MEDIA DISPENSER (EQUIPMENT ONLY) and Labor), respectively, of Attachment G of the RFCSP.

**2.0 INSURANCE**

Prior to the commencement of any work under this Agreement, RTI shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department.

Purchasing Division, which shall be clearly labeled "**SAN ANTONIO PUBLIC LIBRARY MATERIAL DISPENSING EQUIPMENT SOLUTION**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate should be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department, Purchasing Division. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

RTI's financial integrity is of interest to the City; therefore, subject to RTI's right to maintain reasonable deductibles in such amounts as are approved by the City, RTI shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at RTI's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

RTI agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of RTI herein, and provide a certificate of insurance and endorsement that names the RTI and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of RTI. RTI shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such

modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. RTI shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. RTI shall pay any costs incurred resulting from provision of said documents.

City of San Antonio  
Attn: IT Procurement Office, Finance Department  
San Antonio Public Library Material Dispensing Equipment Solution  
P.O. Box 839966  
San Antonio, Texas 78283-3966

RTI agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, RTI shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend RTI's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies the City may have upon RTI's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order RTI to stop work hereunder, and/or withhold any payment(s) which become due to RTI hereunder until RTI demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which RTI may be held responsible for payments of damages to persons or property resulting from RTI's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that RTI's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations

under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

RTI and any Subcontractors are responsible for all damage to their own equipment and/or property.

### 3.0 INDEMNIFICATION

RTI covenants and agrees to **FULLY INDEMNIFY, DEFEND and HOLD HARMLESS**, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RTI'S activities under this Agreement, including any acts or omissions of RTI, any agent, officer, director, representative, employee, consultant or subcontractor of RTI, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT RTI AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RTI shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RTI known to RTI related to or arising out of RTI's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RTI's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RTI of any of its obligations under this paragraph.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RTI in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RTI shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RTI fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RTI shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of RTI, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RTI or any subcontractor under worker's compensation or other employee benefit acts.

#### 4.0 LAW APPLICABLE

- 4.1 **THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**
- 4.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Contract shall be heard and determined in the City of San Antonio, Bexar County, Texas.

#### 5.0 TERMINATION

- 5.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated, or earlier termination pursuant to any of the provisions hereof.
- 5.2 Termination Without Cause. This Agreement may be terminated by City upon 30 calendar days written notice. In the event of such termination by City, City shall pay RTI for all work executed and materials delivered to City in accordance with this Agreement, and costs incurred by reason of such termination.
- 5.3 Termination For Cause. Upon written notice, either party may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:
- 5.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, which shall not be reasonably be withheld,
- 5.3.2 City's failure for a period of thirty (30) days to pay RTI for service and/or materials under of this Agreement.
- 5.4 Defaults With Opportunity for Cure. Should RTI default in the performance of this Agreement in a manner, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. RTI shall have thirty (30) calendar days after receipt of the written notice to cure such default. If RTI fails to cure the default within such thirty-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with RTI to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with any subsequent vendor against RTI future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.
- 5.4.1 Bankruptcy or selling substantially all of company's assets
- 5.4.2 Failing to perform or failing to comply with any covenant herein required



- 5.4.3 Performing unsatisfactorily.
- 5.4.4 Failure to meet acceptance test criteria approval on the third attempt.
- 5.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.
- 5.6 Regardless of how this Agreement is terminated, RTI shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by RTI, or provided to RTI, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by RTI. Payment of compensation due or to become due to RTI is conditioned upon delivery of all such documents, if requested.
- 5.7 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue RTI for any default hereunder or other action.
- 5.8 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation. In the event of such termination by City, RTI shall be entitled to payment in full for all work which RTI has performed in accordance with this Agreement and all equipment which RTI has delivered to the City pursuant to this Agreement.

## 6.0 ENTIRE AGREEMENT

This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

**EXECUTED** and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

**CITY OF SAN ANTONIO**

**RTI, INC.**



Print Name: \_\_\_\_\_  
San Antonio Public Library  
Date: \_\_\_\_\_

Print Name: JONATHAN BANKS  
Title: PRESIDENT - RESEARCH TECHNOLOGY INT'L  
Date: AUGUST 23, 2016

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

Placeholder for Exhibit A.  
It is attached as the final document to  
the Ordinance in Attachment I

## San Antonio Public Library - RFCSP 6100007044, v3

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**PUBLIC INFORMATION KIOSK, INC.**

**AN RTI COMPANY**

12850 Middlebrook Road, Suite 410

Germantown, Maryland 20874

301-916-1500 ext 256 · Fax: 301-916-1181

[WWW.RTICO.COM](http://WWW.RTICO.COM)

[WWW.PIKINC.BIZ](http://WWW.PIKINC.BIZ)

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April 20, 2016

Mr. William Flint  
Procurement Specialist 3  
City Of San Antonio  
Information Technology Services Department  
Purchasing/Finance  
515 S. Frio Street  
San Antonio, Texas 78207

Re: RFCSP 6100007044, v3  
San Antonio Public Library Material Dispensing Equipment Solution

Ms. Flint,

Thank you for the invitation to submit a proposal for the purchase of Library Material Dispensing Equipment Solutions for the San Antonio Public Library.

Please be assured that our Company is eminently qualified to meet or exceed all specifications as denoted under the Scope of service in section 4 of the RFCSP with our Library Media Box™, Lending Library™ and Leid Lockers.

If you have any questions, please do not hesitate to call or write.

Again, Thank you for this opportunity.

Sincerely,

Fred E. Goodman  
RTI Company, Inc.  
PIKinc Division Supervisor

## **EXPERIENCE, BACKGROUND AND QUALIFICATIONS**

### **COMPANY BACKGROUND**

Public Information Kiosk, Inc. with Headquarters in Germantown Maryland, a suburb of Washington D.C. was acquired by Research Technology International Company of Lincolnwood IL in March or 2016. Both RTI and PIKinc have been serving public and educational libraries for over 40 years and have thousands of specialized products installed worldwide. Research Technology International (RTI) is an internationally known manufacturer of TapeChek professional videotape care equipment, and DiscChek optical disc care equipment, and also motion picture film cleaning machines who customers include the Library of Congress and thousands of Public and Academic Libraries worldwide.

Public Information Kiosk (PIKinc.) is the leading supplier of the All-in-One Library™; the e-branch Library™ which delivers internet access to underserved populations; the Lending Library™, book and media distribution system; and Library Media Box™ (LMB), a media disc distribution system that delivers and protects DVDs, Games, CDs and Audio Books. PIKinc. manufactures these unique Library products in the United States. PIKinc. delivers these turnkey solutions to academic, public and school libraries across the United States, Canada, Mexico and beyond.

PIKinc. systems use proprietary software to enable unique functions and uses that potential competitors do not offer. All system Integration with the Libraries Integrated Library System is done by PIKinc. Personnel and all installed products are monitored from its offices.

PIKinc. has sold and continues to support systems for major libraries both in the US and Canada. PIKinc's management offers over 40 years of experience creating and selling products and services exclusively for and to the library market. PIKinc Personnel are active in the American Library Association where its President has chaired the ALA Conference Committee several times, as well as the Public Information Advisory Committee and chaired the PLA Presidents Program and the Lippincott Awards Committee. Personnel also hold Membership in PLA, ASCLA and LAMA.

The Corporation has a strategic Partnership with Baker and Taylor and Midwest Tape and when requested by the Library customer, these companies can provide opening day fully processed collections for the LMB.

B & T also provides programs for continually updating DVD collections which are fully processed and ready for insertion into the LMB.

The entire PIKinc staff remains as employees of RTI and this Project will be managed from the PIKinc Offices in Germantown MD.

### **COMPANY PRIOR EXPERIENCE**

The following personnel will spearhead the design, manufacture, installation, training and monitoring after installation of the Library Media Box, the Lending Library and the LEID Lockers for the San Antonio Public Library. The Company has installed and supports these products in various major libraries thru-out the U.S. Each of these people have been involved in the installation and support of all of the PIKinc. installations.

**Fred E. Goodman, RTI Company PIKinc Division Supervisor:** will act as the overall project coordinator. It will be Mr. Goodman that will have direct contact with the designated person at the library thru-out the term of the project and will supervise the day to day activities through the duration of the project.

Mr. Goodman has extensive experience in the development, deployment and support of products for the Library Market Place. His primary experience has been in the design of products that provided high visibility to Libraries while emphasizing efficient labor saving methods. Prior to the forming of Public Information Kiosk, Inc. Mr. Goodman was the President of Porta-Structures Industries, a company that designed and built over 100 Pre-Engineered Library Buildings of various sizes. These unique Buildings brought service to under-served neighborhoods and were installed thru-out the U.S. and as far away as the US Virgin Islands, Hawaii, Guam and Korea.

Mr. Goodman is involved in every facet of Public Information Kiosk.

**Samuel de Souza, Product Manager** – Mr. de Souza has 12 years' experience working in technical analysis, design, and integration. Mr. de Souza supervises the design and production teams for PIKinc. His teams specialize in developing innovative systems that infuse the latest generation web technologies with tried and true legacy systems, resulting in end user experiences that are unmatched in the industry.

He will supervise the development of custom screens and implementation of both technical and physical implementation of the San Antonio Library Solution products.



Mr. de Souza will be onsite to receive delivery at the library and will supervise the installation, testing and training of the LMB in the Library. Mr. de Souza will be the first point of contact on all matters dealing with continued service.

**William McClendon, Chief Technology Officer, Senior System**

**Integrator** - Mr. McClendon has extensive experience in S/W, H/W, systems architecture, and relational databases in a wide variety of disciplines and has for the past 3 1/2 years been responsible for all SIP2 client S/W design, development, and implementation used in every PIK, Inc. Lending Library and Library Media Box vending device fielded. These devices are currently in production use with every commercial and "open source" ILS system in the Library market INCLUDING Innovative Interfaces Millennium; SirsiDynix, TLC, Polaris and others. Prior to his time with PIK, Inc. Mr. McClendon was a direct employee of SirsiDynix (Sirsi) for 10 years and during his tenure was responsible for the Data Migration, Systems Support, Upgrades, Critical Care, Delivery and Integration, IT, and SaaS departments, as well as the architect of and Product Manager for all of the SirsiDynix SaaS product offerings and infrastructure - an infrastructure unchanged since his departure.

Prior to his tenure at SirsiDynix, Mr. McClendon was employed by Compaq Computer as a Product Manager in their platform division, where he was responsible for 6 laptop and 6 desktop model products.

Prior to Compaq, Mr. McClendon help a number of positions in development, consulting, and management with Intergraph Corporation, A CAD/CAM firm specializing in Mapping, GIS, PCB, Civil Engineering, Visualization (photo-realistic rendering), E-911, and Process and Plant S/W and proprietary H/W. "

**Jerome Goodman, Project Manager** - Mr. Goodman has 10 years' experience supervising the day to day management of processes at PIKinc as the internal project manager. Mr Goodman oversees the coordination between the factory and the PIKinc team to insure timely delivery and installation. Mr. Goodman also coordinates with RTI staff for the implementation of deliverables, Parts and contract documentation.

## RFCSP ATTACHMENT A---- PROPOSED PLAN

### **LIBRARY MEDIA BOX™ (LMB).** *(see attached brochure and pics)*

The Library Media Box manufactured, delivered and installed and maintained by PIKinc. has been designed for easy customer use as well as ease of loading for the Library Staff person. It is delivered with custom cases which protect the material; requires no Staff time to re-shelve; eliminates the need for extensive shelving to hold empty cases; and allows patrons to browse and place a hold on its entire collection from any PC whether at home, office or in the library and authenticates and checks out each disc before issuing it and allows for the patrons to return their discs directly in to the LMB.

It was our goal in design to make the machine work as closely to a RedBox machine as possible...ie: browsing on the screen, selection, authentication of patron thru SIP2; delivery of the item in our custom cases and return by the customer without Librarian intervention. Our ILS integration software follows the rules of the ILS vis-a-vie patron privileges, will notify the Patron if there is a problem with their account and displays the message from the ILS on the monitor and after a success Lend, notifies the ILS that the Customer has the material, and issues a receipt.

At no time is the Patron able to acquire the Disc without first having scanned their library card or if desired, entering the library card number or alternative ID on the screen. There is no loss of materials from the inventory in the LMB. The Library will always know who has which materials.

The same happens when the customer returns the disc....the machine tells the ILS that the item is back, places it back on the "Shelf" ....and eliminates the customers obligation (checks it in). If the customer chooses to drop the material in a drop box and the library is required to load it back in the machine, the page merely opens the door and slides the item back on to the top shelf, touches a button under the administrators screen to run the top shelf inventory and within minutes, the item is checked in and placed back in inventory for immediate recirculation.

There is no need to worry about a specific Disc going into a specific slot.

The Library Media Box is designed for quick and easy use by your customers, delivering a selected CD/DVD in less than 25 seconds. All interaction with the Library Media Box will be via the Touchscreen with simple instruction in both English and Spanish. All Discs are protected by custom cases that we provide with each unit. The LMB will reject items that are non- Kiosk materials.

When the Patron indicates (using the buttons on the Touchscreen) that they are finished either obtaining or returning discs, they will automatically be offered three options for receiving a receipt. Print a Receipt, Email a receipt or no receipt.

All systems are delivered with total integration to your ILS via SIPII. All Items are stored in the Media Box and all descriptive information including cover art and a synopsis of each item is provided with the Library Media Box. **NO LIBRARIAN PROGRAMING IS EVER NECESSARY WITH THE LIBRARY MEDIA BOX.** Information for the Synopsis is retrieved from the Metadata on the RFID Hub Tag.

Patrons can browse the LMB collection via Genre; alphabetically; by type ie: BluRay; Games; Music CD's and all of those decisions are made by the Library during implementation.

The LMB has been designed for **MAXIMUM LABOR ABATEMENT**. Once the LMB is loaded with its initial inventory of discs (with the assistance of PIKinc. installation crew on site), only new inventory needs to be loaded by merely placing the discs on the top shelf of the LMB. The LMB automatically places them in slots, matches the cover art and synopsis and places it in its Genre.

The LMB is only 20” deep and all access is from the front of the machine. This thin profile allows the LMB to be placed in Hallways or other tight spaces while leaving plenty of room in front of it for its use and passage.

Patrons will only have to approach the main touch screen to scan their library card and be directed to the location of their discs which will appear in less than 25 seconds.

The Library Media Box is truly self-service. Patrons browse the entire collection of Media on the touchscreen or from any PC, place a hold, scan their library card at the Media Box, take the disc(s) that have been reserved from the slot which is clearly defined and stored in our custom protective case, and return the disc(s) to the Media Box without any library intervention. The LMB releases their obligation and immediately allows them to check out again if their limit was reached. No need for librarians to return the discs to the shelf.

Staff intervention is minimized with the LMB. Simply put new inventory items into the top row and the machine processes the inventory. NO NEED for the librarian to find a particular slot to place the new material in, or do any processing.

The LMB does not expose the bare disc. Other systems require the patron to touch the bare disc upon both dispensing and returning. This type of handling by the patrons causes damage to the discs, and can cause the machines to jam, severely damaging the discs. The LMB is provided with custom cases designed to protect.

The LMB is manufactured in the USA (Florida) and has been designed for commercial heavy usage similar to the RedBox...parts are readily available. Some of the Libraries who are currently using the LMB are experiencing from 125 to over 200 transactions a day and several of the LMB's have been in use since 2010.

The LMB identifies every disc before dispensing. Other systems cannot guarantee that every disc that is dispensed is correct. In other systems, If the discs are loaded incorrectly, the wrong discs will appear and staff will need

to intervene. The LMB will reject the improper Discs and if the Patron walks away, the LMB will pull the disc back and place it in an exception Slot. It will then notify staff that something is in the Exception Slot for retrieval.

The LMB uses the best features of the retail DVD vending machines and puts them into the Library Space. Patrons are already familiar with the look and feel of the LMB.

The LMB allows for full custom branding with custom graphics on the physical exterior of the machines and in the software. The Library designs the exterior graphics and PIKinc applies the Vinyl prior to delivery.

The LMB is ADA compliant in accordance with Section 508 of the Rehabilitation Act.

Should a patron walk away from the Lending Library without touching the "I am Finished" button, the LL will time out. That is a programmable time depending on the Libraries wishes.

### **Patron Privacy Safeguards:**

All of the The PIK, Inc. products safeguard patron privacy in a variety of ways:

- At no time are full Patron ID's fully displayed. They are displayed via a configurable "masked" field value (ie show only the last 4 digits of the ID - EX: \*\*\*\*\*2213)
- Patron personal information (name, address, email, phone number, birthday, birth year, etc.) retained by the system. Any such information that comes from the Integrated Library System from the patron record is used as needed at that moment and discarded
- Patron Pin's or passwords (when configured to be used) are likewise never displayed in full but masked via a configurable mask value to display no more than the site requires

- Printed and emailed charge and return receipts likewise use "masked" fields for any identifiers such as patron ID or may be configured to not output these fields at all
- Connection security at the local network is honored so that regardless of the security model the site sues for network traffic, the system will be compatible without issue or impact
- Web access from patrons to browse and request material in the devices (where supported) is routinely secured via HTTPS protocols without restriction to the security level
  - Devices utilize commercial security, firewall, virus, and malware products (via Microsoft) that is already configured and implemented to protect devices from unauthorized access attempts. Customer are free to use their own products or such security simply by notifying our staff at implementation or via Customer Support.

The LMB is stable and requires no bolting to either the Floor or the walls. The LMB operates on a duplex 120 volt / 60 Hz standard dedicated electrical connection.

**\*Included in the pricing Item 1, Attachment G, for the Library Media Box™**

**is the Library Media Box Machine, customized configuration for material types, i.e. DVDs, CDs, and Blue-Ray, and Games. 750 standard cases, complete system integration with ILS and reader for RFID tags, Screens customized with library name and/or logo and exterior vinyl graphics for front and sides of machine and header panel. (Library designs Exterior graphics, PIK applies them), the Holds Module S/W and the freight and Installation. Pricing also includes the Software Licenses for years Two (2017-2018), three (2018-2019). Years Four (2019-2020 and five (2020-2012) are option years and the software licensing costs will be quoted at the then current rate at the time that the city picks up the option.**

**ALSO Included in the first year pricing is the annual Software Licenses and software maintenance fee and one preventative maintenance call at 6 months after installation.**

## Plan for deploying the Solution for SAPL

Public Information Kiosk will send a Production and Delivery Questionnaire to the project manager designated by the Library. This questionnaire will provide the advanced information that we will need to design and integrate the LMB prior to shipping.

Questions such as the name of the Level 1 support person; the location of the installation; Connectivity information; ID of the RFID provider; ILS configuration and site accessibility conditions. Data Line and Electrical Specifications for the site as well as complete vinyl design guides and templates for the graphics will also be presented.

Once ready for delivery and installation, The LMB will be shipped by Common carrier to the Library for receipt by the Library staff. Shipping always includes inside delivery and the driver will place the LMB in the spot where it is to be installed. The PIKinc Project Manager and aide will be onsite shortly thereafter to begin Installation which includes unwrapping it; removing it from its pallet; removal of the trash; leveling of the machine; running a thorough test for proper calibration, testing of connectivity to the ILS and checking that the scanner reads the RFID Hub tags. Administrators Library Cards can now be programmed into the LMB. They can be new Library Cards with their numeric numbers on them which can be kept inside the LMB for quick retrieval or they can be Library Cards that exist for certain staff members who will be looking after the LMB.

Once those tests are complete and successful, it is time for the complete inventory to be placed in the machine. This is a good time for Staff to receive their first training session on how to load the LMB. All 750 Discs, in the Custom cases and with the RFID Hub tag on them can now be placed into ANY slot. Once loaded, staff will be shown how to start the Complete Inventory Run. This is usually done at the end of the first day and the inventory (which will take up to five hours) is run overnight.

The next day, the PIKinc crew will check all systems, provide complete training to staff, provide manuals of Operation and turn the keys over to the Library.

## **RFCSP ATTACHMENT A---- PROPOSED PLAN**

### **LENDING LIBRARY™ (see attached brochure and pics)**

Our Company manufactures in the US and supports The Lending Library, integrates with The Libraries Integrated Library System (ILS), trains staff, ships and installs them with our own staff.

The Lending Library Book Lending Machine is a perfect outreach product that Libraries have used to expand their services to underserved areas or to provide 24 hours access in unattended space such as a Library Vestibule.

Our Clients have placed the LL in Grocery Stores; Recreation and Community Centers, Employment Centers, Rapid Transit Stations and even just outside of the library to provide 24 hour service in more tepid climates. There is even a Lending Library on the top of Teluride Ski Mountain in CO. Many Lending Libraries have been installed and used continuously for over 6 years.

The LL has been designed for easy customer use as well as ease of loading for the Library Staff person. The LL scanner reads item barcodes encoded on RFID tags. All LL systems are delivered with total integration to your Innovative Millennium ILS via SIPII. A data line (preferable) or wireless access is required with an RJ45 wall jack. A dedicate 15 amp electrical service is also required.

The Lending Library can hold between 350 and 500 items depending on the size of the items in its inventory. The LL has adjustable shelving so that shelves can be adjusted to hold different types of materials. The LL can hold all types of material ie: Children's Picture Books; Play-away's; Paperbacks, both mass market and Trade Paper; Hard Cover; DVD's; and Recorded books on CD's.



These materials are stored in their original boxes. Shelves will be arranged according to your request of specific material types. The shelves can later be moved up and down to accommodate various materials.

At no time is the Patron able to acquire Material from the LL without first having scanned their library card. There is no loss of materials from the inventory in the LL. The Library will always know who has which materials. Our ILS integration software follows the rules of the ILS vis-a-vie patron privileges, will notify the Patron if there is a problem with their account and displays the message from the ILS and after a successful Lend, notifies the ILS that the Customer has the material, and issues a receipt.

A patron's library card is validated by the machine's barcode scanner. Similar to a vending machine, an item is selected using the 7" touchscreen monitor and the item is dispensed through the swinging door located near the bottom of the machine.

Should a patron walk away from the Lending Library without touching the "I am Finished" button, the LL will time out. That is a programmable time depending on the Libraries wishes.

All interaction with the Library Media Box will be via the Touchscreen with simple instruction in both English and Spanish.

The LL features a Large Lexan Impact resistant Window so that Patrons can easily see the materials that are available.

Loading the LL is an easy process. After accessing the unit by lock and key, item RFID tags should be scanned by the machine's reader for stocking and is immediately acknowledged by your ILS, as if the items were scanned within your building. Detailed instructions are provided in the user's manual delivered with the machine.

The LL pricing quoted herein include custom vinyl graphics on each side and the LED programmable Light for the header. . There are color, style, and animation options. The remote may be stored inside the machine for convenient updates. The message LED banner is 26" wide and displays 2" characters.

The LL is stable and does not require any bolting to either walls or floor. The LL Operates on a single 120 volt / 60 Hz standard dedicated electrical connection.

**\*Included in the first year pricing listed on Schedule G,  
Item #2, For the Lending Library™**

**is the annual Software Licenses and software maintenance fee and one preventative maintenance call at 6 month after installation. Also included is the exterior vinyl graphics package for the sides of machine (Library designs Exterior graphics, PIK applies them) and the LED Digital Light. The freight and Installation is also included. Also includes the Software Licenses for years Two (2017-2018), three (2018-2019). Years Four (2019-2020 and five (2020-2012) are option years and the software licensing costs will be quoted at the then current rate at the time that the city picks up the option.**

## **RFCSP ATTACHMENT A---- PROPOSED PLAN**

### **LOCKERS (see attached brochure and pics)**

PIKinc. is a preferred dealer for LEID LOCKER COMPANY of Auburn Hills, Michigan. We propose to furnish and Install 20 Lockers for the receipt of Holds Materials. The Proposal includes a web browser based remote management system with remote web bases management software called the PIKinc Intelligent Locker Management S/W which will be integrated into the III Millennium ILS. (Description below). The Lockers will be accessed by Library Staff and Library customers by using an installed LCD -Keypad interface attached to the lockers.

This proposal includes 20 Lockers which are 14" Wide by 5" tall X 14.5" deep. The configuration will include 2- 24" High Pedestal bases. These lockers shall have finished end panels. All locker colors shall be chosen by Library from a chart of 5 standard manufactures colors. (Custom colors are available at optional cost-not included). The Lockers are stable on their pedestal. Additional security can be obtained by either bolting them to the wall or the floor at the libraries decision.

They operate on a single 120 volt / 60 Hz standard dedicated electrical connection.

Adding more lockers at a later time is easy provided there is space left on either side of the original installation.

## **PIKinc. Intelligent Locker Management S/W©**

The following outline describes the major areas of functionality for the Locker Intelligent Locker Management S/W for the Libraries Integrated Library System (ILS).

The PIKinc's . ILM tightly integrates control over locker use and inventory, while adding features to accurately reflect actual pickup times, handle expiration times in an automated fashion, preserve and enhance the actual state or material placed into, retrieved from, managed by, and removed from lockers.

The following major functional areas describe the PIK, Inc. Locker Management (LM) S/W:

### **Locker Management Station**

The Locker Management station is the location through which all LM S/W features and functions operate. It is a standard Windows PC desktop/laptop. The following major features describe this station

- One designated LM station for each locker installation
- Utilize SIP2 client protocol so that LM S/W is compatible with all ILS packages that support SIP2 clients, allowing any site to use the ILS of their choice
- Provide patron and staff locker control
- Manage all material for all lockers at a location (20, 30, 40, etc.)
- Control Patron access and retrieval
- Perform required ILS transactions
- Provide electronic receipts

## **Material Management**

The following material management features are supported:

- Allows the staff operator to stock lockers for patron pickup
- Add material to patron material already under control
- Remove expired patron material from a locker
- Move material from one locker to another
- Check the status of materials still in the lockers

## **Locker Control**

The LM S/W will provide the following locker control capability:

- Allow the staff operator to open and stock lockers with material
- Allow staff operators to add material to already stocked material (material already placed under LM control in lockers)
- Allow staff to move stock under LM control from locker to locker en masse.
- Create and manage the locker control database file(s) to reflect the staff operators activities
- Report on the status of current lockers and inventory
- Automatically disable the retrieval of expired material that is past patron pickup dates
- Allow staff operators to clear locker inventory and retrieve uncollected and expired material

### **Patron and ILS Circulation Transactions**

The LM S/W will provide the following transaction support and processing for both patron and staff operator interaction with material:

- Perform ILS transactions to indicate that material is placed under the LM control, as supported by SIP2 protocol
- Perform charge transactions for material within the LM control to reflect the date and time the patrons retrieved the material
- Perform ILS transactions to indicate that expired material is retrieved by staff operators
- Email charge receipts to patron's email account of record for patron material when retrieved
- Limit material retrieval for patrons whose privilege has expired, or otherwise been limited due to ILS policies and events that occurred after material was placed under LM control

### **Benefits of the Leid Locker System**

Leid System is mfg and assembled in the USA!!!

The 'Access.it' - Library Express systems Electronic Modular Access Units (EMAU's) are fully factory assembled and can be mix and match in any configuration (8 units per controller). The patron compartments are secured with robust electronic rotary latch (lock) and the web-enabled controller electronically tracks all activity, provides secure web enabled reports to administration while validating user pass code and/or optional card reader. There's no software to down-load and up-grades are available with purchase of extended (multiyear) service plan.

\* Rugged weather resistant units (galvenneal steel/text powder coat)

- \* Robust electronic rotary latch (secure compartment doors)
- \* Complete turnkey solutions
- \* Extended service plan to support the library
- \* Proven track record

This proposal includes Installation on the libraries site and training which will be accomplished at the time of installation by factory trained professionals.

Included in the first year pricing is the annual Software Licenses and software maintenance fee and one preventative maintenance call at 6 month intervals.

This proposal includes freight delivery with inside delivery.

### **POST IMPLEMENTATION SUPPORT (MAINTENANCE AND REPAIR) MEETING THE SUPPORT AND AVAILABILITY REQUIREMENTS**

The PIKinc. Project Manager will introduce the Local PIKinc Technical Representative to the Staff and the Local Tech will have training on the LMB.

PIKinc. HelpDesk is available 9am-6pm EST, excluding weekends and holidays via either the web support line or phone: [piksupport@pikinc.net](mailto:piksupport@pikinc.net) or 866.883.0300, ext. 257

On Weekends or Holidays, as on weekdays, a telephone message should be left on the number listed above or an email should be generated on the [www.piksupport@pikinc.net](http://www.piksupport@pikinc.net) site. This will notify the appropriate party for software and or hardware support in conjunction with the Level 1 library support person.

If, after phone consultation, PIKinc. or its service bureau determines a service call is necessary, they will perform such service and replace parts on a time and material basis as quoted in this proposal; and use reasonable business efforts to make unscheduled service calls within 24 hours after confirmation of a problem requiring a service technician.

PIKinc. shall provide unlimited telephone support; Product Polling for Unit status and diagnosis; and service alert, which shall consist of notification to the Level 1 Support Contact Person if a problem is found to exist.

The term "Level 1 Maintenance Contact Person" shall be the person or persons responsible for performing Level 1 Maintenance for the Unit(s). A Level 1 Maintenance Contact Person supplied by the Customer must be identified for each Unit, and such identification shall be made on the Unit Production and Delivery Questionnaire as submitted by the Library.

### **CUSTOMER RESPONSIBILITY**

**Level 1 Maintenance** Resetting any of the items of Unit equipment; the clearing of paper jams in receipt printer, changing or refilling receipt paper; restoring power and telephone line connections, exterior cleaning, coordination between PIKinc. and the Customer's integrated library system (ILS) provider and telephone coordination with PIKinc. or its Diagnostics Service Bureau to remedy superficial problems.

#### **Network and Telecommunications**

Customer is responsible for information that will allow the Unit to communicate with the network and with the Customer's ILS. Specifically, the Customer is responsible for the installation of the wide band line, properly programmed and functioning router (if necessary), and the electrical power at the installation site.

The LMB must be able to access the internet and be accessible via LogMeIn.com remoting software for support. The Customer is responsible for having the aforementioned utilities operational by the installation date. PIKinc. will notify the customer at least 15 days prior to the projected installation date. Failure to have the utilities in full operation when the unit is installed shall not be cause for delay of payment of any of the portion of the sales price which may become due and payable at the shipping date. Additional fees may be due if delays are caused by failure to have all utilities on site at the time of the initial delivery.

The Customer will bear the responsibility for notifying PIKinc prior to, during or after installation, of any changes to their network configuration (i.e.: IP address; Subnet Mask; Router Gateway; Domain Name; and IP address for the Domain Name Server).

**ATTACHMENT C**  
**City of San Antonio**  
**Veteran-Owned Small Business Program Tracking Form**

SOLICITATION NAME/NUMBER: RFCSF 6100007044, V3

Name of Respondent: Research Technology International Company, Inc dba Public Information Kiosk		
Physical Address: 4700 W. Chase Avenue		
City, State, Zip Code: Chicago, IL 60712		
Phone Number: 847 677-3000		
Email Address: fredg@pikinc.net		
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<del>XXXXXX</del>
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<del>XXXXXX</del>
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	<del>XXXXXXX</del>
Name of <b>SUBCONTRACTOR</b> Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is <b>SUBCONTRACTOR</b> certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is <b>SUBCONTRACTOR</b> certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified <b>SUBCONTRACTOR</b> as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		



**ATTACHMENT C**  
**City of San Antonio**  
**Veteran-Owned Small Business Program Tracking Form**

---

ACKNOWLEDGEMENT

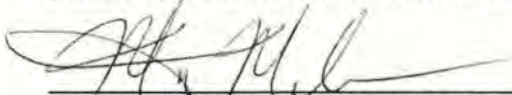
THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER/RESPONDENT'S FULL NAME:

MATT MALONE

(Print Name) Authorized Representative of Bidder/Respondent



(Signature) Authorized Representative of Bidder/Respondent

CFO

Title

4/18/2016

Date

**This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.**

LEID 20 Locker Configuration - Carver Public Library, MN (Park and Ride)



The Lending Library™ by PIKinc.



Northland PL, Pittsburgh PA



Worthington Public Library – Worthington OH

# Lending Library

*Reach into your community with a remote location for patrons*

- *recreation center*
- *community center*
- *outside your library to circulate materials during closed hours*
- *grocery store*
- *transportation station*

**Integrated with your library system, items are accessed by an active library card.**

Stock up to 500 items depending on material type: Hardcover Adult, Paperback, Juvenile, DVD's, Talking Books, Spanish, and more.

Barcode and RFID options for circulation and stocking

Complete integration with your ILS via SIP2 included

72" high x 37.8" deep x 44" wide

**Optional features:**

- Graphic wrap
- LED sign
- Keypad for PIN access
- Lexan alternative



*Compared to other lending machines starting at \$120,000, the Lending Library is much more affordable at less than \$30,000 delivered and installed.*

**Public Information Kiosk, Inc.**

12850 Middlebrook Road, Suite 410, Germantown, Maryland 20874

P: 866.883.0300 ext 256 • F: 301.916.1181 • [sales@pikinc.net](mailto:sales@pikinc.net)





# CERTIFICATE OF LIABILITY INSURANCE

RESETEC-01 JOHNLORENZ

DATE (MM/DD/YYYY)  
4/14/2016

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

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

<b>PRODUCER</b> The Horton Group, Inc. 200 S. Wacker Drive Suite 2550 Chicago, IL 60606	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): (708) 845-3000 FAX (A/C, No): (708) 845-3001 E-MAIL ADDRESS: Service@thehortongroup.com
	INSURER(S) AFFORDING COVERAGE <b>INSURER A: The Hartford</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b>  Research Technology International Company 4700 Chase Ave Lincolnwood, IL 60712-1689	NAIC #

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

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	83 UUN VV 4225	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 <b>Emp Ben.</b> COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	83 UUN VV 4225	07/01/2015	07/01/2016	\$ \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			83 RHU VV 4208	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 12,000,000 AGGREGATE \$ 12,000,000 \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of San Antonio, its officers, officials, employees, volunteers, and elected representatives are Additional insured with respect to the auto and general liability coverage only when required by written contract.

Waivers of subrogation applies to the auto and general liability in favor of the stated additional insureds only when required by written contract.

<b>CERTIFICATE HOLDER</b>  City of San Antonio Attn: IT Procurement Office, Finance Department San Antonio Public Library Material Dispensing Equipment Solution, P.O. Box 839966 San Antonio, TX 78283	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

**RFCSP ATTACHMENT G**

**PRICING SCHEDULE**

**ITEM 1: MULTI-MEDIA DISPENSER (EQUIPMENT ONLY)**

<b>ITEM</b>	<b>ESTIMATED QUANTITY – (A)</b>	<b>PRICE PER UNIT – (B)</b>	<b>EXTENDED PRICE (A X B)</b>
1. MULTI-MEDIA DISPENSER (EQUIPMENT ONLY)	1	\$ 52,149.00	\$ 52,149.00

<b>ITEM</b>	<b>TERM</b>	<b>ESTIMATED QUANTITY – (A)</b>	<b>ANNUAL PRICE – (B)</b>	<b>EXTENDED PRICE – (A) X (B)</b>
PREVENTIVE MAINTENANCE – INITIAL TERM	UPON AWARD – SEPTEMBER 30, 2017	1	\$ Included	\$ Included
PREVENTIVE MAINTENANCE – YEAR 1	OCTOBER 1, 2017 – SEPTEMBER 30, 2018	1	\$ 550.00	\$ 550.00
PREVENTIVE MAINTENANCE – YEAR 2	OCTOBER 1, 2018 – SEPTEMBER 30, 2019	1	\$ 600.00	\$ 600.00
PREVENTIVE MAINTENANCE – YEAR 3	OCTOBER 1, 2019 – SEPTEMBER 30, 2020	1	\$ 660.00	\$ 660.00
PREVENTIVE MAINTENANCE – YEAR 4	OCTOBER 1, 2020 – SEPTEMBER 30, 2021	1	\$ 725.00	\$ 725.00

ITEM 3: HOLD LOCKER (EQUIPMENT ONLY)

ITEM	ESTIMATED QUANTITY – (A)	PRICE PER UNIT – (B)	EXTENDED PRICE (A X B)
3. HOLD LOCKER (EQUIPMENT ONLY)	1	\$ 35,190.00	\$ 35,190.00

ITEM	TERM	ESTIMATED QUANTITY – (A)	ANNUAL PRICE – (B)	EXTENDED PRICE – (A) X (B)
PREVENTIVE MAINTENANCE – INITIAL TERM	UPON AWARD – SEPTEMBER 30, 2017	1	\$ Included	\$ Included
PREVENTIVE MAINTENANCE – YEAR 1	OCTOBER 1, 2017 – SEPTEMBER 30, 2018	1	\$ 1950.00	\$ 1950.00
PREVENTIVE MAINTENANCE – YEAR 2	OCTOBER 1, 2018 – SEPTEMBER 30, 2019	1	\$ 1950.00	\$ 1950.00
PREVENTIVE MAINTENANCE – YEAR 3	OCTOBER 1, 2019 – SEPTEMBER 30, 2020	1	\$ 1950.00	\$ 1950.00
PREVENTIVE MAINTENANCE – YEAR 4	OCTOBER 1, 2020 – SEPTEMBER 30, 2021	1	\$ 1950.00	\$ 1950.00

**RFCSP ATTACHMENT H**

**SIGNATURE PAGE**

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/> or the direct link at: <http://www.sanantonio.gov/purchasing/saeps.aspx>

By submitting a proposal, by paper (hardcopy), Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

**IF AWARDED A CONTRACT IN RESPONSE TO THIS RFCSP, RESPONDENT CERTIFIES THAT IT IS ABLE AND WILLING TO COMPLY WITH THE VENUE, THE INSURANCE AND INDEMNIFICATION REQUIREMENTS SET OUT IN RFCSP EXHIBITS 1 & 2. A FAILURE TO COMPLY WITH THE VENUE, JURISDICTION AND ARBITRATION, INTELLECTUAL PROPERTY, UNDISCLOSED FEATURES, OWNERSHIP AND LICENSES, CERTIFICATIONS, ACCEPTANCE CRITERIA, INSURANCE AND INDEMNIFICATION REQUIREMENTS OF THIS RFCSP WILL RESULT IN REJECTION OF THE PROPOSAL. RESPONDENT UNDERSTANDS AND AGREES THAT THE TERMS CONTAINED IN THIS RFCSP ARE PART OF THE FINAL CONTRACT AND PREVAIL OVER ANY CONFLICTING TERMS IN ANY DOCUMENT FURNISHED BY RESPONDENT, EVEN IF NOT EXPRESSLY PROVIDED IN THE BODY OF THE CONTRACT.**

If awarded a contract in response to this RFCSP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

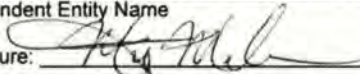
To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

**Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions**

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

RESEARCH TECHNOLOGY INTERNATIONAL CO. INC. DBA PUBLIC INFORMATION KIOSK - PIK  
Respondent Entity Name

Signature: 

Printed Name: MATT MAZENE

Title: CFO

Email Address: MMAZENE@RTICCO.COM



**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Research Technology International Company, Inc. dba Public Information Kiosk  
Lincolnwood, IL United States

Certificate Number:  
2016-41601

Date Filed:  
04/18/2016

Date Acknowledged:

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of San Antonio - Information Technology Services Dept. -Public Library

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

RFCSF 6100007044  
Library Media Box DVD dispenser, Lending Library Book Lending Dispenser, Lockers

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Malone, Matthew	Lincolnwood, IL United States		X
	Goodman, Frederic	Germantown, MD United States		X
	Banks, Jonathan	Lincolnwood, IL United States	X	

5 Check only if there is NO Interested Party.

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Matthew Malone, this the April day of 18 2016, to certify which, witness my hand and seal of office.

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of officer administering oath

Tany Encinas  
Printed name of officer administering oath

Admin Assistant  
Title of officer administering oath

# CITY OF SAN ANTONIO

INFORMATION TECHNOLOGY SERVICES DEPARTMENT



## REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")

for

**San Antonio Public Library Material Dispensing Equipment Solution**

RFCSP 6100007044, v3  
LOG 2016-056

Release Date: March 23, 2016  
Proposals Due: April 25, 2016

Exhibit A

**002 TABLE OF CONTENTS**

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Respondent shall submit one original hardcopy, signed in ink, and ten (10) hardcopies of the proposal and one (1) compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "San Antonio Public Library Material Dispensing Equipment Solution", RFCSP 6100007044, on the front of the package. .... 8

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## 003 BACKGROUND

The Library is looking to implement new automated service delivery models that facilitate public access to Library materials and technology without having to go through Library staff. Specifically, the Library is looking for solutions that dispense physical library materials such as books, DVDs, and CDs as well as laptops to Library card holders. Additionally, the Library is seeking an automated locker solution that would allow members of the public to pick up requested Library materials at their convenience. The general idea is to streamline access to the Library's collections and laptop lending services by offering a self-service solution.

## 004 SCOPE OF SERVICE

The Library is looking for proposals that include some or all of the following components:

Multimedia Disc Dispenser  
Library Items (book & audiobook) Dispenser  
Hold Locker  
Laptop Dispenser

Proposals for each of these components should also provide details of any external dependencies for the overall solution to function as intended (e.g. ILS integration setup, network connectivity requirements and configuration, physical space needs, and power requirements). Proposals should also provide information regarding costs for delivery, setup, licensing, on-going maintenance and support, and staff training. Such required information is described in greater detail below.

### GENERAL REQUIREMENTS

The overall solution shall:

Provide the capability to dispense a variety and varied amounts of library material types. For example, Books, Digital Video Discs (DVD), audio books, etc.

Provide an opportunity for patrons to check out and/or return available items at any time without staff intervention.

Provide a simple patron interface that requires a minimal amount of input from the patron

Provide an auto logout function after a certain amount of inactivity.

Be customizable to support library loan policies

Provide 99.9% availability.

Allow branding by the Library on exterior surfaces and display screen (if applicable).

Provide an easy method of restocking and/or changing the selection of available library material items with minimal disruption to patron usage.

Have automated instructions available in both English and Spanish for use of device.

Provide the patron a receipt at time of checkout and/or at the time of check-in including the ability to email patron receipts.

Automatically alert staff when maintenance and/or supply issues arise.

Be compliant with Americans with Disabilities Act (ADA) and Section 508 of the Rehabilitation Act.

The vendor shall provide staff training for usage with the device.

The vendor shall provide system (hardware and software) maintenance and operation plan with established performance requirements.

The vendor shall provide maximum 24 hours resolution time for all mechanical and software problems.

Communicate with the ILS in real time to keep track of inventory and circulate items.

Minimize the risk of theft.

Minimize the risk of bodily injury (e.g. machine tipping, pinch points, etc.).

Be able to scan patron library bar codes that use Codabar format.

Run on a single 120 volt / 60 Hz standard electrical connection.

Be capable of communicating with the Library's Integrated Library System (Innovative Millennium) using an Ethernet network connection.

Be capable of communicating with the Library's Integrated Library System (Innovative Millennium) via Standard Interchange Protocol (SIP2).

## **SPECIFIC REQUIREMENTS**

### **ITEM 1: MULTIMEDIA DISC DISPENSER**

The overall solution shall:

Be able to read item bar codes encoded on RFID tags.

Be able to contain a minimum of 500 items.

Be capable of scanning and rejecting non-kiosk library materials.

### **ITEM 2: LIBRARY ITEMS\_(Books & Audiobooks) DISPENSER**

The overall solution shall:

Have adjustable spacing to allow for items of different size.

Have a non-glass, impact resistant product window.

Be able to contain 400 items (books & audiobooks).at minimum

### **ITEM 3: HOLD LOCKER**

The overall solution shall:

Be able to provide 20 locker units at minimum.

Allow for future expansion of available locker units

Provide sufficient space for multiple items to be held in one locker.

Have reporting capabilities to measure usage and down times.

### **ITEM 4: LAPTOP DISPENSER**

The overall solution shall:

Be able to read item bar codes encoded on RFID tags.

Allow for future expansion.

Be capable of accommodating current and future models of laptops.

Have the capability to quickly charge the laptops.

Provide a method of reporting missing or damaged laptops as applicable.

Be capable of pushing Operating System and other software updates to laptops while in the dispensing device.

Be able to detect and release laptops that have the full battery charge.

Have the capability to perform automated diagnostic checks to verify functionality and report issues.

Provide a method for deleting all personal information and installed applications (e.g. saved documents, browsing history, cookies, website login information, etc.) from the current user upon each laptop's return

Provide capacity for at least 10 laptops.

### 005 ADDITIONAL REQUIREMENTS

Statutory Requirements. Exceptions to the following provisions and exhibits by Respondent and/or their agent will lead to automatic disqualification of Respondent's proposal from consideration.

#### **Sections:**

Venue, Jurisdiction and Arbitration  
Intellectual Property  
Undisclosed Features  
Ownership and Licenses  
Certifications  
Acceptance Criteria (if required)

#### **Exhibits:**

Insurance Requirements  
Indemnification Requirements

Venue, Jurisdiction and Arbitration. For any dispute or claim arising under the award of a contract for this proposal, venue shall be in Bexar County, Texas, and the laws of the State of Texas shall apply. The City will not contractually agree to engage in binding arbitration and will not contractually agree to relinquish its right to a trial by jury.

Intellectual Property. If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, trade secrets, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware or any other intellectual property infringe upon any United States or International patent, copyright or trademark, Respondent will immediately:

Either:

Obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, both the programs and hardware or any other intellectual property as the case may be, or,

Alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

Reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

Assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent, copyright, trademark or any other intellectual property rights arising from the use and/or sale of the equipment or software under this Agreement,

Assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

Indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

The Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,

The liability claimed shall not have arisen out of the City's negligent act or omission, and

The City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

Undisclosed Features. CONTRACTOR warrants that the code and software provided to the City of San Antonio under this agreement does not contain any undisclosed features or functions that would impair or might impair the CITY'S use of the equipment, code or software. Specifically, but without limiting the previous representation, CONTRACTOR warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar routine. This Agreement shall not now nor will it hereafter be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law. CONTRACTOR specifically disclaims any unilateral self-help remedies.

#### Ownership and Licenses.

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFCSP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

Certifications. Respondent warrants and certifies that Respondent and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

### 006 TERM OF CONTRACT

A contract awarded in response to this RFCSP will be for a three (3) year period. The City shall have the option to renew for an additional two (2), one (1) year periods without additional City Council approval.

### 007 PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at Central Library Auditorium, 600 Soledad, San Antonio, TX 78205 at 9:30 a.m. Central Time, on Monday, April 11, 2016. Respondents are encouraged to prepare and submit their questions in writing five (5) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. The Central Library Auditorium, 600 Soledad, San Antonio, TX 78205 is wheelchair accessible. The accessible entrance is located at from the Parking Garage to the Library. Accessible parking spaces are located at Central Library Parking Garage. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

**WebEx Meeting:**  
Access Information

Meeting Number:  
**996 212 780**

Password:  
**(This meeting does not require a password.)**

Audio Connection

\*\*\* The toll-free number is only for calls from within the United States \*\*\*

**210-207-9329** (External Dial-In)  
**79329** (Internal Dial-In)  
**855-850-2672** (Toll-free Dial-In)

Access Code:  
**996 212 780**

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.



## 008 PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

Respondent shall submit one original hardcopy, signed in ink, and ten (10) hardcopies of the proposal and one (1) compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**San Antonio Public Library Material Dispensing Equipment Solution**", RFCSP 6100007044, on the front of the package.

### TABLE OF CONTENTS

PROPOSAL. Prepare and submit the Proposal based on the requirements stated in the RFCSP and include as Attachment A.

RESPONDENT QUESTIONNAIRE. Use the Form found in this RFCSP as Attachment B.

VOSBPP TRACKING FORM.

Complete and return as Attachment C.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295).

Complete and return as Attachment D.

CONTRACTS DISCLOSURE FORM. Use the Form in RFCSP Attachment E which is posted separately or Respondent may download a copy at:

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.

Instructions for completing the Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFCSP as Attachment F. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

PRICING SCHEDULE. Use the Pricing Schedule that is found in this RFCSP as Attachment G.

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFCSP as Attachment H. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFCSP as Attachment I.

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFCSP if awarded a contract in response to this RFCSP. Respondent shall also submit a copy of their current insurance certificate.

FINANCIAL INFORMATION. Due to the anticipated investment and length of resultant contract between the parties, audited financial statements are preferred. In the event audited financial statements are not available, state the reason why. If audited financial statements are not available, respondents may submit other financial statement(s) or documentation, such as a Trial Balance Income Statement along with the most recent Annual Tax Submission, that validates and ensures the long term financial viability of the organization. Failure to provide requested information may impact your firm's final score.

Respondent is expected to examine this RFCSP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

### 009 CHANGES TO RFCSP

Changes to the RFCSP, made prior to the due date for proposals shall be made directly to the original RFCSP. Changes are captured by creating a replacement version each time the RFCSP is changed. It is Respondent's responsibility to check for new versions until the proposal due date. City will assume that all proposals received are based on the final version of the RFCSP as it exists on the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFCSP.

### 010 SUBMISSION OF PROPOSALS

Proposals shall be submitted in hard copy format.

#### Submission of Hard Copy Proposals.

Respondent shall submit one original hardcopy, signed in ink, and ten (10) hardcopies of the proposal and one (1) compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "San Antonio Public Library Material Dispensing Equipment Solution", RFCSP 6100007044, on the front of the package.

Proposals must be received in the City Clerk's Office no later than **2:00 p.m., Central Time, on Monday, April 25, 2016** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

#### Mailing Address:

City Clerk's Office  
Attn: IT Procurement Office (Finance Department)  
P.O. Box 839966  
San Antonio, Texas 78283-3966

#### Physical Address:

City Clerk's Office  
Attn: IT Procurement Office (Finance Department)  
100 Military Plaza  
1st Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed *two-sided*. Margins shall be no less than 1" around the perimeter of each page. A proposal response to RFCSP Attachment A – Respondent Questionnaire form may not exceed 25 pages in length. Websites, or URLs shall not be submitted in lieu of the printed proposal. Each proposal must include the sections and attachments in the sequence listed in the RFCSP Section 008, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, divided by tabs and indexed in a Table of Contents page. For electronic submissions, on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. Place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed two-sided. Margins shall be no less than 1" around the perimeter of each page. Websites, or URLs shall not be submitted in lieu of the printed proposal. Each proposal must include the sections and attachments in the sequence listed in the RFCSP Section 008, Proposal Requirements and as identified in Section 004. Each section and attachment must be indexed, divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Correct Legal Name.

Respondents who submit proposals to this RFCSP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the Respondent Questionnaire form found in this RFCSP as Attachment B.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of San Antonio Public Library Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one-hundred and eighty days (180) following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may be made by the City's Chief Technology Officer (CTO).

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

Travel and Related Expenses. All proposed costs shall be inclusive of all Vendor's costs including, but not limited to, staffing, administrative overhead, travel, lodging, and any other expenses that may be incurred by the Vendor. The City of San Antonio will not separately reimburse the Vendor for any expenses beyond what the Vendor includes in their pricing proposal.

Confidential or Proprietary Information. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order. Respondent acknowledge that exemptions to Public Information Act requests may require a brief to be submitted to the Texas Attorney General explaining why the claimed exceptions apply to the information in issue. The City shall not be obligated to submit the brief supporting those claimed exceptions. Respondent shall be solely responsible for submitting the brief and the documents in issue to the Texas Attorney General.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

## Termination.

Termination-Breach. Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

## **011 RESTRICTIONS ON COMMUNICATION**

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFCSP or proposals from the time the RFCSP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFCSP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

Respondents may ask verbal questions concerning this RFCSP at the Pre-Submittal Conference.

Respondents may submit written questions concerning this RFCSP to the Staff Contact Person listed below until **2:00 p.m.**, Central Time, on **Wednesday, April 13, 2016**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail.

William Flint, Procurement Specialist III  
City of San Antonio, IT Procurement Office  
[william.flint@sanantonio.gov](mailto:william.flint@sanantonio.gov)

Questions submitted and the City's responses will be posted with this solicitation.

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

## 012 EVALUATION CRITERIA

City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. City may appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Criteria to be evaluated will include the items listed below. In accordance with §252.042, Texas Local Government Code, the selection committee may select all, some or none of the respondents who are judged to be reasonably qualified for award of the contract for interviews. Should the City elect to conduct interviews, selection for interviews will be based on initial scoring, prior to interviewing. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent, or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Evaluation criteria:

Proposed Solution (\_45\_ points)

Experience, Background, Qualifications (\_40\_ points)

Pricing (15 points)

## 013 AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one, more than one or no contract(s) in response to this RFCSP.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Proposal in whole or in part. However, final selection of a Respondent is subject to City Council approval.

City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFCSP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFCSP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFCSP process.

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award, incorporating the terms and conditions of this RFCSP. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFCSP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot execute a contract within the time specified, City reserves the right to terminate contract discussions with the selected Respondent and commence contract discussions with another Respondent.

This RFCSP does not commit City to enter into a Contract, award any services related to this RFCSP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein. If Respondent takes exception to the terms and conditions of this RFCSP, the City may deem the Respondent non-responsive and not evaluate their proposal.

The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which

any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Discretionary Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.)

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 1st floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

#### **014 BONDS**

This section left blank intentionally.

#### **015 SOFTWARE ESCROW REQUIREMENT**

This section left blank intentionally.

#### **016 ACCEPTANCE CRITERIA**

All deliverables submitted to the City hereunder shall be submitted to a designated City employee for approval and that such deliverables comply in all material respects with the requirements as set forth in a Statement of Work.

In the event of any nonconformity or nonfunctionality of deliverables, the City shall provide Respondent written notification within 14 days of delivery. Upon receipt of such notice of nonconformity or nonfunctionality, Respondent shall have 14 days to cure the nonconformity or nonfunctionality.

Upon delivery of the cure, the City will have 14 days to evaluate and determine if such cure is acceptable. In the event the Deliverable remains unacceptable, the City will provide a second notice of nonconformity or nonfunctionality of the system within 30 days of delivery. Respondent shall have an additional 14 days to cure the nonconformity or nonfunctionality.

Upon delivery of the cure, the City will have 14 days to evaluate and determine if such cure is acceptable. In the event the Deliverable remains unacceptable the City will provide Respondent with a third notice of any nonconformity or nonfunctionality of the system and Respondent will forfeit 50% of retained balances on hold with the City at the time the third notice is provided to Respondent.

A retainage in the amount of 10% of the deliverable price shall be held by the City, to be paid upon final acceptance. The City Project Team will review, approve, and sign off on the deliverable. Upon acceptance of each milestone, the Contractor will be paid 90% of the agreed upon milestone.

Upon final acceptance, Contractor shall invoice the City for the 10% final acceptance hold-back payment.

## 017 SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFCSP:

RFCSP Release	Wednesday, March 23, 2016
Pre-Submittal Conference	Monday, April 11, 2016; 9:30 AM Central Time
Final Questions Accepted	Wednesday, April 13, 2016; 2:00 PM Central Time
Proposal Due	Monday, April 25, 2016; 2:00 PM Central Time

018 RFCSP EXHIBITS

RFCSP EXHIBIT 1

INSURANCE REQUIREMENTS

If selected to provide the services described in this RFCSP, Respondent shall be required to comply with the insurance requirements set forth below:

INSURANCE

Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's IT Procurement Office, Finance Department, which shall be clearly labeled "San Antonio Public Library Material Dispensing Equipment Solution" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's IT Procurement Office, Finance Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

A Respondent's financial integrity is of interest to City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that names Respondent and City as additional insureds. Respondent shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto and may require the deletion, revision, or modification of



particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: IT Procurement Office, Finance Department  
San Antonio Public Library Material Dispensing Equipment Solution  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

Workers' compensation and employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

Respondent and any subcontractors are responsible for all damage to their own equipment and/or property.

## RFCSP EXHIBIT 2

### INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFCSP, Respondent shall be required to comply with the indemnification requirements set forth below:

#### INDEMNIFICATION

**RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

## RFCSP EXHIBIT 3

### INTERLOCAL PARTICIPATION

The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Request for Offer (hereafter "RFCSP"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to vendor's acceptance. Entities desiring to acquire items listed in this RFCSP shall be listed on a rider attached hereto, if known at the time of issuance of the RFCSP. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this contract. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.

In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent, partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

Entity purchase orders shall be submitted to Vendor by the Entity.

Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

**Entities desiring to utilize the terms of the RFCSP are required to pay a \$100.00 fee to the City of San Antonio as required by San Antonio City Code Section 2-18.**

**CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.**

## RFCSP EXHIBIT 4

### NON-DISCRIMINATION

**Non-Discrimination.** As a party to this contract, {Contractor or Vendor} understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

## 019 RFCSP ATTACHMENTS

### RFCSP ATTACHMENT A

#### PROPOSED PLAN

Prepare and submit narrative responses to address the following items:

- Provide full environmental specifications and requirements for each discrete piece of dispensary equipment.
- Explain how your proposed solution minimizes the risk of loss or theft of dispensed items.
- Explain in detail your plan for deploying the solution for SAPL.
- Explain your plan for meeting the support and availability requirements.
- Explain how your solution protects the privacy of Patron personal information.

**RFCSP ATTACHMENT B**  
**RESPONDENT QUESTIONNAIRE**

- 1. Respondent Information:** Provide the following information regarding the Respondent.  
(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: \_\_\_\_\_  
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_  
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: \_\_\_\_\_

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any: \_\_\_\_\_  
 Partnership  
 Corporation If checked, check one:  For-Profit  Nonprofit  
Also, check one:  Domestic  Foreign  
 Other If checked, list business structure: \_\_\_\_\_

Printed Name of Contract Signatory: \_\_\_\_\_  
Job Title: \_\_\_\_\_

(NOTE: This RFCSP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide address of office from which this project would be managed:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Annual Revenue: \$ \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_\_

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List Related Companies:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes \_\_\_ No \_\_\_

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes \_\_\_ No \_\_\_ If "Yes", list authorizations/licenses.

\_\_\_\_\_  
\_\_\_\_\_

5. Where is the Respondent's corporate headquarters located? \_\_\_\_\_

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes \_\_\_ No \_\_\_ If "Yes", respond to a and b below:

- a. How long has the Respondent conducted business from its San Antonio office?

Years \_\_\_\_\_ Months \_\_\_\_\_

- b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes \_\_\_ No \_\_\_ If "Yes", respond to c and d below:

- c. How long has the Respondent conducted business from its Bexar County office?

Years \_\_\_\_\_ Months \_\_\_\_\_

- d. State the number of full-time employees at the Bexar County office. \_\_\_\_\_

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes \_\_\_ No \_\_\_ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

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9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes \_\_\_ No \_\_\_ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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10. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

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**11. Previous Contracts:**

a. Has the Respondent ever failed to complete any contract awarded?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?



Yes \_\_\_ No \_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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**REFERENCES**

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

**Reference No. 1:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

**Contact Email Address:** \_\_\_\_\_

**Reference No. 2:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

**Contact Email Address:** \_\_\_\_\_

**Reference No. 3:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

**Contact Email Address:** \_\_\_\_\_

## EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

Describe Respondent's experience relevant to the Scope of Services **and equipment** requested by this RFCSP for the following:

- **Multimedia Disc Dispenser**
- **Library Items (book & audiobook) Dispenser**
- **Hold Locker**
- **Laptop Dispenser**
- **Integrated Library System (ILS) integration experience**
- **Post implementation support (maintenance and repair)**

List and describe three relevant projects of similar sizes. Identify associated results or impacts of the project/work performed.

**RFCSP ATTACHMENT C**

**VOSBPP TRACKING FORM**

Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form.

ATTACHED AS A SEPARATE DOCUMENT

RFCSP ATTACHMENT D

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

ATTACHED AS A SEPARATE DOCUMENT

**RFCSP ATTACHMENT E**  
**CONTRACTS DISCLOSURE FORM**

Contracts Disclosure Form may be downloaded at <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf> .

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

**RFCSP ATTACHMENT F**  
**LITIGATION DISCLOSURE FORM**

**Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.**

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes \_\_\_      No \_\_\_

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes \_\_\_      No \_\_\_

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes \_\_\_      No \_\_\_

**If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.**

**RFCSP ATTACHMENT G**

**PRICING SCHEDULE**

ITEM 1: MULTI-MEDIA DISPENSER (EQUIPMENT ONLY)

ITEM	ESTIMATED QUANTITY – (A)	PRICE PER UNIT – (B)	EXTENDED PRICE (A X B)
1. MULTI-MEDIA DISPENSER (EQUIPMENT ONLY)	1	\$	\$

ITEM	TERM	ESTIMATED QUANTITY – (A)	ANNUAL PRICE – (B)	EXTENDED PRICE – (A) X (B)
PREVENTIVE MAINTENANCE – INITIAL TERM	UPON AWARD – SEPTEMBER 30, 2017	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 1	OCTOBER 1, 2017 – SEPTEMBER 30, 2018	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 2	OCTOBER 1, 2018 – SEPTEMBER 30, 2019	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 3	OCTOBER 1, 2019 – SEPTEMBER 30, 2020	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 4	OCTOBER 1, 2020 – SEPTEMBER 30, 2021	1	\$	\$



ITEM 2: LIBRARY ITEMS (BOOK AUDIOBOOK) DISPENSER (EQUIPMENT ONLY)

ITEM	ESTIMATED QUANTITY – (A)	PRICE PER UNIT – (B)	EXTENDED PRICE (A X B)
2. LIBRARY ITEMS (BOOK AUDIOBOOK) DISPENSER (EQUIPMENT ONLY)	1	\$	\$

ITEM	TERM	ESTIMATED QUANTITY – (A)	ANNUAL PRICE – (B)	EXTENDED PRICE – (A) X (B)
PREVENTIVE MAINTENANCE – INITIAL TERM	UPON AWARD – SEPTEMBER 30, 2017	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 1	OCTOBER 1, 2017 – SEPTEMBER 30, 2018	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 2	OCTOBER 1, 2018 – SEPTEMBER 30, 2019	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 3	OCTOBER 1, 2019 – SEPTEMBER 30, 2020	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 4	OCTOBER 1, 2020 – SEPTEMBER 30, 2021	1	\$	\$

ITEM 3: HOLD LOCKER (EQUIPMENT ONLY)

ITEM	ESTIMATED QUANTITY – (A)	PRICE PER UNIT – (B)	EXTENDED PRICE (A X B)
3. HOLD LOCKER (EQUIPMENT ONLY)	1	\$	\$

ITEM	TERM	ESTIMATED QUANTITY – (A)	ANNUAL PRICE – (B)	EXTENDED PRICE – (A) X (B)
PREVENTIVE MAINTENANCE – INITIAL TERM	UPON AWARD – SEPTEMBER 30, 2017	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 1	OCTOBER 1, 2017 – SEPTEMBER 30, 2018	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 2	OCTOBER 1, 2018 – SEPTEMBER 30, 2019	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 3	OCTOBER 1, 2019 – SEPTEMBER 30, 2020	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 4	OCTOBER 1, 2020 – SEPTEMBER 30, 2021	1	\$	\$

ITEM 4: LAPTOP DISPENSER (EQUIPMENT ONLY)

ITEM	ESTIMATED QUANTITY – (A)	PRICE PER UNIT – (B)	EXTENDED PRICE (A X B)
4. LAPTOP DISPENSER (EQUIPMENT ONLY)	1	\$	\$

ITEM	TERM	ESTIMATED QUANTITY – (A)	ANNUAL PRICE – (B)	EXTENDED PRICE – (A) X (B)
PREVENTIVE MAINTENANCE – INITIAL TERM	UPON AWARD – SEPTEMBER 30, 2017	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 1	OCTOBER 1, 2017 – SEPTEMBER 30, 2018	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 2	OCTOBER 1, 2018 – SEPTEMBER 30, 2019	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 3	OCTOBER 1, 2019 – SEPTEMBER 30, 2020	1	\$	\$
PREVENTIVE MAINTENANCE – YEAR 4	OCTOBER 1, 2020 – SEPTEMBER 30, 2021	1	\$	\$

ITEM 5: LABOR

ITEM	ESTIMATED QUANTITY (HOURS) – (A)	PRICE PER HOUR – (B)	PRICE (A X B)
LABOR RATE (Mon. – FRI. 9:00 a.m. – 4:00 p.m.)	50	\$	\$

ITEM 6: REPAIR PARTS

Dealer Cost Plus Percentage \_\_\_\_\_ % Surcharge

<p><b>ACCOUNT REPRESENTATIVE CONTACT INFORMATION</b> Vendor shall list the account representative information servicing the City's account if awarded this contract.</p>	
Name/Title:	
Phone #:	Fax #:
Email:	

Please complete the following:

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_days. (If no discount is offered, Net 30 will apply.)

**RFCSP ATTACHMENT H**

**SIGNATURE PAGE**

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/> or the direct link at: <http://www.sanantonio.gov/purchasing/saeps.aspx>

By submitting a proposal, by paper (hardcopy), Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

**IF AWARDED A CONTRACT IN RESPONSE TO THIS RFCSP, RESPONDENT CERTIFIES THAT IT IS ABLE AND WILLING TO COMPLY WITH THE VENUE, THE INSURANCE AND INDEMNIFICATION REQUIREMENTS SET OUT IN RFCSP EXHIBITS 1 & 2. A FAILURE TO COMPLY WITH THE VENUE, JURISDICTION AND ARBITRATION, INTELLECTUAL PROPERTY, UNDISCLOSED FEATURES, OWNERSHIP AND LICENSES, CERTIFICATIONS, ACCEPTANCE CRITERIA, INSURANCE AND INDEMNIFICATION REQUIREMENTS OF THIS RFCSP WILL RESULT IN REJECTION OF THE PROPOSAL. RESPONDENT UNDERSTANDS AND AGREES THAT THE TERMS CONTAINED IN THIS RFCSP ARE PART OF THE FINAL CONTRACT AND PREVAIL OVER ANY CONFLICTING TERMS IN ANY DOCUMENT FURNISHED BY RESPONDENT, EVEN IF NOT EXPRESSLY PROVIDED IN THE BODY OF THE CONTRACT.**

If awarded a contract in response to this RFCSP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

**Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions**

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

\_\_\_\_\_  
Respondent Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

\_\_\_\_\_  
Co-Respondent Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

**RFCSP ATTACHMENT I**

**PROPOSAL CHECKLIST**

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Proposal RFCSP Attachment A	
Respondent Questionnaire RFCSP Attachment B	
*VOSBPP Tracking Form RFCSP Attachment C	
Certificate Of Interested Parties (Form 1295) RFCSP Attachment D	
Discretionary Contracts Disclosure Form RFCSP Attachment E	
Litigation Disclosure RFCSP Attachment F	
Pricing Schedule RFCSP Attachment G	
*Signature Page RFCSP Attachment H	
Proposal Checklist RFCSP Attachment I	
Proof of Insurability (See RFCSP Exhibit 1) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
One (1) Original, Ten (10) Copies and one (1) CD of entire proposal in PDF format.	

\*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.

**INTEGRATION AGREEMENT FOR SAN ANTONIO PUBLIC LIBRARY  
MATERIAL DISPENSING EQUIPMENT SOLUTION**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL  
NO.: 6100007044 v3**

**BETWEEN THE CITY OF SAN ANTONIO, TEXAS  
AND  
BIBLIOTHECA, LLC**

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (City), and BIBLIOTHECA, LLC (BIBLIOTHECA), both of which may be referred to herein collectively as the "Parties."

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**1.0 CONTRACT DOCUMENTS**

- 1.1 The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:
- a. This Integration Agreement;
  - b. City's Request for Competitive Sealed Proposal (RFCSP) 6100007044 v3, including all attachments, addendums, best and final offers, and clarification statements thereto (Exhibit A); and
  - c. BIBLIOTHECA Proposal Response (Exhibit B) as it applies to line items 3 and 5 (Hold Locker (Equipment Only) and Labor, respectively) of Attachment G of the RFCSP.

**2.0 INSURANCE**



Prior to the commencement of any work under this Agreement, BIBLIOTHECA shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, Purchasing Division, which shall be clearly labeled "SAN ANTONIO PUBLIC LIBRARY MATERIAL DISPENSING EQUIPMENT SOLUTION" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate should be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department, Purchasing Division. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

BIBLIOTHECA's financial integrity is of interest to the City; therefore, subject to BIBLIOTHECA's right to maintain reasonable deductibles in such amounts as are approved by the City, BIBLIOTHECA shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at BIBLIOTHECA's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

BIBLIOTHECA agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of BIBLIOTHECA herein, and provide a certificate of insurance and endorsement that names the BIBLIOTHECA and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of BIBLIOTHECA. BIBLIOTHECA shall provide the CITY

with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. BIBLIOTHECA shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. BIBLIOTHECA shall pay any costs incurred resulting from provision of said documents.

City of San Antonio  
Attn: IT Procurement Office, Finance Department  
San Antonio Public Library Material Dispensing Equipment Solution  
P.O. Box 839966  
San Antonio, Texas 78283-3966

BIBLIOTHECA agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, BIBLIOTHECA shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend BIBLIOTHECA's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies the City may have upon BIBLIOTHECA's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order BIBLIOTHECA to stop work hereunder, and/or withhold any payment(s) which become due to BIBLIOTHECA hereunder until BIBLIOTHECA demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which BIBLIOTHECA may be held responsible for payments of damages to persons or property resulting

from BIBLIOTHECA's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that BIBLIOTHECA's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

BIBLIOTHECA and any Subcontractors are responsible for all damage to their own equipment and/or property.

### 3.0 INDEMNIFICATION

**BIBLIOTHECA covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to BIBLIOTHECA'S activities under this Agreement, including any acts or omissions of BIBLIOTHECA, any agent, officer, director, representative, employee, consultant or subcontractor of BIBLIOTHECA, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT BIBLIOTHECA AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. BIBLIOTHECA shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or BIBLIOTHECA known to BIBLIOTHECA related to or arising out of BIBLIOTHECA's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at BIBLIOTHECA's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving BIBLIOTHECA of any of its obligations under this paragraph.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained

by BIBLIOTHECA in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. BIBLIOTHECA shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If BIBLIOTHECA fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and BIBLIOTHECA shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of BIBLIOTHECA, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for BIBLIOTHECA or any subcontractor under worker's compensation or other employee benefit acts.

#### 4.0 LAW APPLICABLE

- 4.1 **THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**
- 4.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Contract shall be heard and determined in the City of San Antonio, Bexar County, Texas.

#### 5.0 TERMINATION

- 5.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated, or earlier termination pursuant to any of the provisions hereof.
- 5.2 Termination Without Cause. This Agreement may be terminated by City upon 30 calendar days written notice. In the event of such termination by City, City shall pay BIBLIOTHECA for all work executed and materials delivered to City in accordance with this Agreement, and costs incurred by reason of such termination.
- 5.3 Termination For Cause. Upon written notice, either party may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:
- 5.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, which shall not be reasonably be withheld,
- 5.3.2 City's failure for a period of thirty (30) days to pay BIBLIOTHECA for service and/or materials under of this Agreement.
- 5.4 Defaults With Opportunity for Cure. Should BIBLIOTHECA default in the performance of this Agreement in a manner, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. BIBLIOTHECA shall have thirty (30)

calendar days after receipt of the written notice to cure such default. If BIBLIOTHECA fails to cure the default within such thirty-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with BIBLIOTHECA to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with any subsequent vendor against BIBLIOTHECA future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

- 5.4.1 Bankruptcy or selling substantially all of company's assets
  - 5.4.2 Failing to perform or failing to comply with any covenant herein required
  - 5.4.3 Performing unsatisfactorily.
  - 5.4.4 Failure to meet acceptance test criteria approval on the third attempt.
- 5.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.
- 5.6 Regardless of how this Agreement is terminated, BIBLIOTHECA shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by BIBLIOTHECA, or provided to BIBLIOTHECA, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by BIBLIOTHECA. Payment of compensation due or to become due to BIBLIOTHECA is conditioned upon delivery of all such documents, if requested.
- 5.7 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue BIBLIOTHECA for any default hereunder or other action.
- 5.8 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation. In the event of such termination by City, BIBLIOTHECA shall be entitled to payment in full for all work which BIBLIOTHECA has performed in accordance with this Agreement and all equipment which BIBLIOTHECA has delivered to the City pursuant to this Agreement.

## 6.0 ENTIRE AGREEMENT

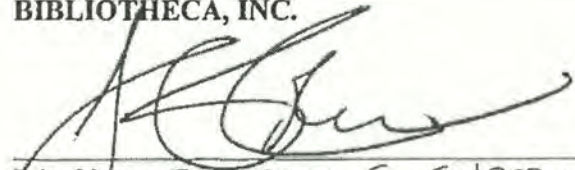
This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

**EXECUTED** and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

**CITY OF SAN ANTONIO**

**BIBLIOTHECA, INC.**

Print Name: \_\_\_\_\_  
San Antonio Public Library  
Date: \_\_\_\_\_

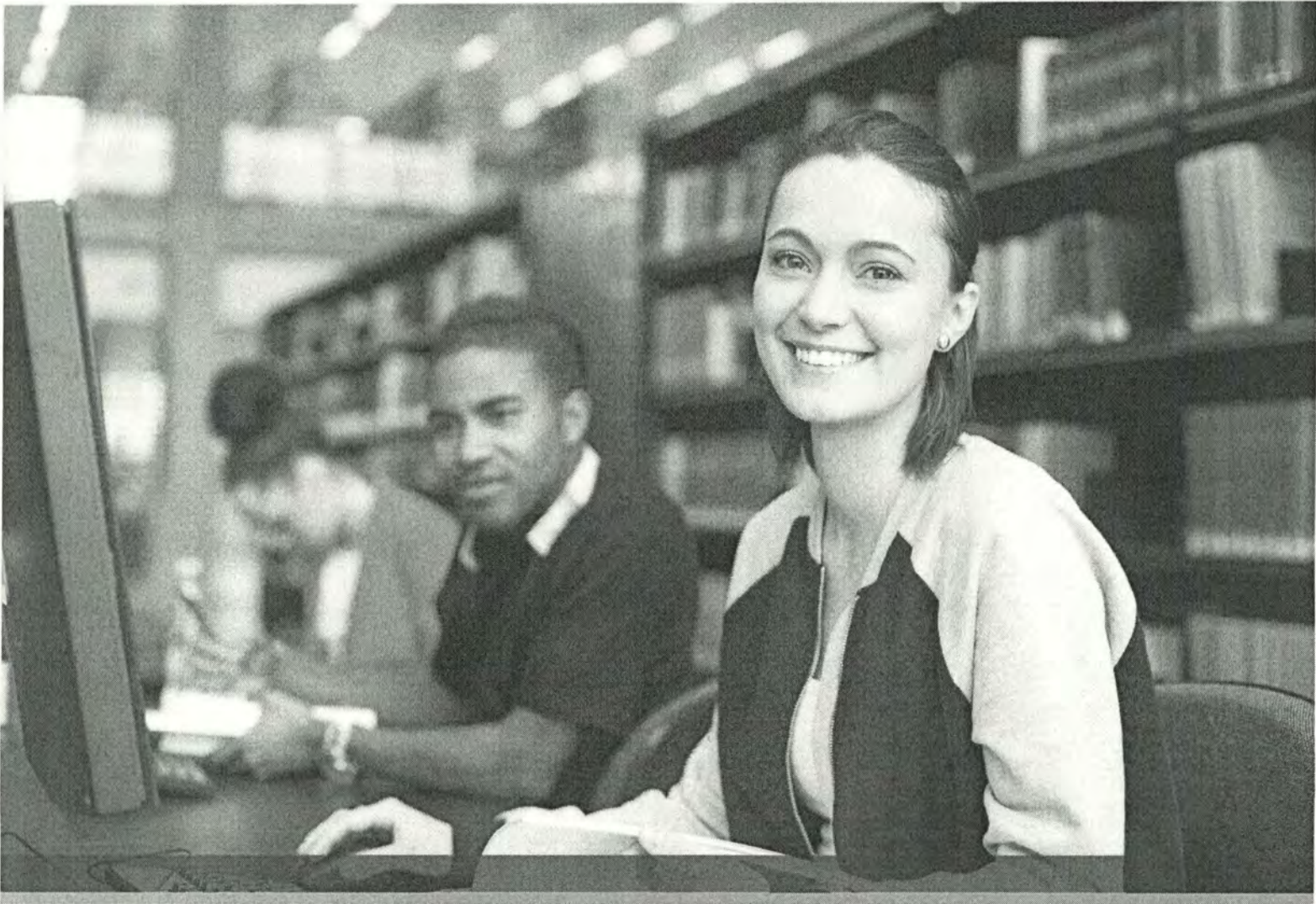
  
Print Name: Terrence G. Coleman  
Title: Financial Controller  
Date: August 24, 2016

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

Placeholder for Exhibit A.  
It is attached as the final document to  
the Ordinance in Attachment I

# City of San Antonio



RFPCSP 6100007044  
Submittal Date: April 25, 2016

Exhibit B

**bibliotheca<sup>®</sup> + 3M**  
the best of both worlds



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**Confidentiality and limited use**

The content of this proposal is strictly confidential and is not to be passed to, or transferred by any means, in whole or in part, to any third party without the express and prior written authority of Bibliotheca.

**Accuracy of RFP and warranties**

The information contained in this document represents Bibliotheca's current view of the planned RFID deployment. The RFID industry is particularly dynamic, and Bibliotheca's proposal must constantly be updated to reflect changing market conditions, technologies, and standards. This document must not be interpreted as a commitment on the part of Bibliotheca, and Bibliotheca cannot guarantee the accuracy of any information contained in this report after the date of its publication. This document is intended for informational purposes only, and Bibliotheca offers and makes no warranties, express or implied, in this document, unless clearly stated. Products, logos, and company names contained within this report may be the trademarks of their respective owners, and where this is the case, these are acknowledged.

**All rights reserved: Bibliotheca, LLC DBA Bibliotheca, 2016**

April 22, 2016

City Clerk's Office  
Attn: IT Procurement Office (Finance Department)  
100 Military Plaza, 1<sup>st</sup> Floor  
San Antonio, Texas 78205

Re.: Bibliotheca, LLC Bid Response for RFCSP 6100007044, v2

Dear Evaluation Committee:

The City of San Antonio needs an easy-to-use and convenient way for its library patrons to access library materials outside its library system. Based on our conversations with your library staff, Bibliotheca, LLC has a thorough understanding of the City's challenges. It is this understanding that leads to our proposed smartlocker™ lending system.

Our smartlocker system is a unique solution that provides an **easy-to-use and convenient** way for the City's library patrons to check out and return books – anywhere, anytime.

Our bid response is focused on the Item 3: Hold Locker (Equipment Only) requirement. All other requirements are not available at this time. However, we provided an optional element to meet your eBook and eAudiobook lending needs via our Cloud Library system.


Bibliotheca is committed to providing your City and its library patrons with the following mobile lending benefits:

- **Library Awareness.** Our smartlocker can be placed in any internal building in your local community. This allows you to promote and extend your services to patrons who live beyond the range of your physical libraries. And, we offer custom graphic wraps for our smartlocker units – helping them to visually stand out in any environment. This allows you to further promote your libraries to the community.
- **Modular and Flexible.** The range of our smartlocker range provides your libraries with the ability to extend their systems on a flexible basis. This allows the City to fit its individual requirements and space needs.
- **liber8™ Integration.** We utilize our standard liber8™ patron-facing software on our smartlocker units. This provides the same familiar, intuitive experience patrons have come to expect from our self-service kiosks. In addition, liber8 provides touch-screen access to the reservation collection and return facilities.
- **Intuitive Reservation Timing.** Each smartlocker unit communicates directly with your library ILS at the point of collection and return. This ensures that the loan period of each item starts on the day they were collected.
- **Unmatched Security.** Whether checking out or in items, our smartlocker™ units are highly secure. Such security ensures your library materials are safe from theft.

- **Strategic Vision.** Shawn Brumley, your Bibliotheca account representative, and our project team will provide your staff with expert advice regarding your current and future library technology needs. This includes a thorough assessment of your branch footprints and staff needs. The result is a detailed roadmap that includes the best location and configuration of your products – helping to increase product visibility to maximize usage by your patrons.
- **Outstanding Service.** You can trust our technicians to be onsite quickly to keep your RFID equipment running at peak performance. We have technicians in and around your area that are specifically trained on our RFID products. And, our technicians carry the most commonly used parts in their service vehicles. This ensures prompt onsite repairs. In addition, we have a 24/7 hotline to answer any of your questions.
- **Easing the Transition.** We specialize in change-management services. Our dedicated onsite team takes the time to ensure your staff is comfortable with its new RFID System. And, we help guide your team members as roles expand so they can help patrons with the services they value most. Our team's job is not done until your staff is completely satisfied.
- **Quick and Easy.** We propose the Bibliotheca Cloud Library as an optional element to meet your proposed eBook and eAudiobook lending requirements. We designed our Cloud Library with your staff and patrons in mind. The Cloud Library enables your member library patrons to browse, check out and read/hear digital content from a single application. Your patrons are never required to log on multiple times, and they are never routed through third-party sites. All bookmarks, notes, and saved progress are synchronized across all devices, such as computers, smart phones and tablets.

We look forward to building a long-lasting relationship with the City of San Antonio and its Public Library staff, patrons and community for all its current and future RFID needs. If you have any questions, please contact your business development manager, Shawn Brumley, at 940-367-9738 or [s.brumley@bibliotheca.com](mailto:s.brumley@bibliotheca.com).

Sincerely,



Al Coalla  
Bibliotheca, LLC  
President of Sales



Proposal: Attachment A

Proposal: Attachment A – Proposed Plan

Prepare and submit narrative responses to address the following items:

- Provide full environmental specifications and requirements for each discrete piece of dispensary equipment.

Per the latest Addendum, this question is no longer valid.

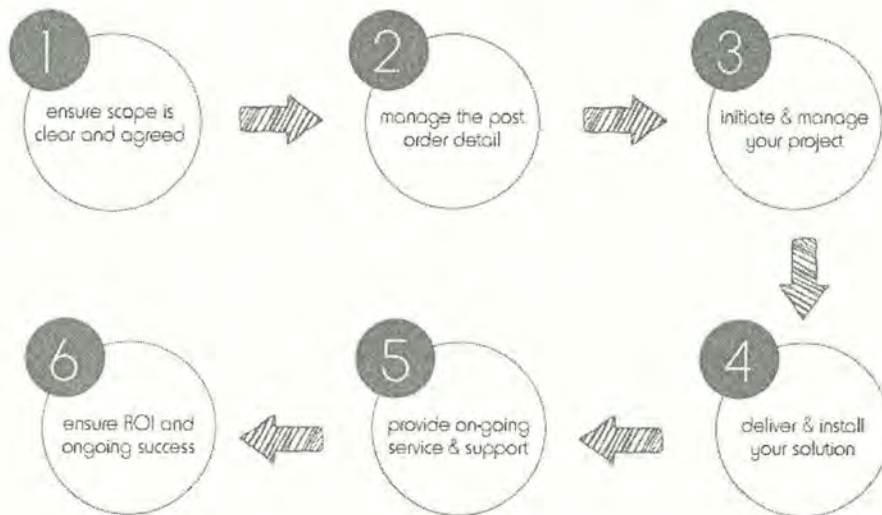
- Explain how your proposed solution minimizes the risk of loss or theft of dispensed items.

Ideally, if placed in a spot where it can be seen or locked after a certain time, vandalism can be limited. The hinges on the door of our smartlocker™ are strong and the unit is made from a thick metal (3mm/~1 in.), so it is rugged and meant to withstand daily use.

- Explain in detail your plan for deploying the solution for SAPL.

**Implementation**

Bibliotheca provides engineers specifically trained in RFID technology for installation of our proposed smartlocker™ solution. Our experience shows that – by using RFID-trained engineers – installation time is reduced, and any problems can be solved on-site, ensuring that installation is kept on track. It is advised that each library have a site survey to assess security requirements and suggested methods of installation. The site survey will identify the best location and actual space required for product operation and servicing.



**Management of System Implementations**

**Installation Responsibilities**

The responsibilities of Bibliotheca and the library in the installation process are detailed below:

<b>Activities</b>	<b>Bibliotheca</b>	<b>Library</b>	<b>Joint</b>
<b>General</b>			
Project kick-off meeting			√
Day-to-day operational responsibility and accountability	√		
Establish communication channels and agree on reporting procedures, including reporting frequency	√		
Produce and update project plan to include all steps	√		
Review and agree on installation plan, including change control			√
Exception planning/risk identification and assessment	√		
Organize site surveys			
Manage item tagging			√
Provide documentation (user guides and manuals)	√		
<b>Solution Set-Up</b>			
Arrange installation of power and network access points for solutions and conduits as defined by the site survey		√	
Establish arrangements with the library, IT, and stakeholders to undertake system set-up and testing			√
Confirm sign-off for installation of implemented solutions			√
Supervise configuration of software solutions	√		
<b>Delivery and Installation</b>			
Arrange delivery of consumables and equipment	√		
Resource coordination/mobilization	√		
Establish installation/sign off acceptance procedures			√
Deliver staff training to agreed schedules			√

**Timeline & Approach**

From a process perspective, project management ownership is clearly defined at the kickoff meeting where Bibliotheca outlines roles and responsibilities for project personnel; project monitoring and review; escalation; change management; and frequency and reporting method for status meetings.

**Phase 1 | Initial Project Activities**

In the initial phase, **within five calendar days after contract award**, the following steps occur:

1	Review product mix to determine products and quantities to be ordered and implemented.
2	Draft and sign agreements between Library and Bibliotheca.
3	Set up billing/accounting between Library and Bibliotheca.
4	Bibliotheca briefs on-site Project Manager and rest of project team.
5	Bibliotheca send new customer welcome packet to your library. This packet includes: <ul style="list-style-type: none"> <li>• A Welcome Letter</li> <li>• Sales Order Confirmation</li> <li>• All required questionnaires</li> <li>• Support and Maintenance Agreement</li> <li>• Service Level Agreement</li> <li>• Lifecycle Policy document</li> </ul>
6	Library assigns a Project Lead.
7	Hold initial project management meeting between Bibliotheca and Library to review, refine, and update project plan. Project plan includes initial rollout schedule.
8	Hold kick off meeting: <ul style="list-style-type: none"> <li>• Review, refine, and approve overall project plan, including rollout schedule;</li> <li>• Introduce all players/provide contact information;</li> <li>• Provide samples of all communications and tracking documents.</li> </ul>

**In Phase 1**, the processes required to monitor and guide project progress are designed and put into place, including status reporting, issue tracking/resolution, scope, and quality assurance.

*Sub-Phase 2: Hardware Configuration & Confirmation*

	<b>Bibliotheca</b>	<b>Library</b>
1		Finalize configuration preferences.
2	Review outstanding planning and installation questions with staff.	
3	Request list of patron & item numbers (and test materials if required) from Library.	
4		Compile list of sample patron and items numbers for use during testing.
5		Return completed questionnaire.
6	Review questionnaire and verify that all materials and information have been obtained.	
7		Review questionnaire with Bibliotheca.
8	Begin software configuration.	
9		Address final outstanding tech issues.
10	Receive sample items from Library.	
11	Follow up on technical issues and provide progress report.	
12	Verify software configuration and customization is complete.	
13	Test functionality and connectivity.	

14	Review test results, verify configuration.
15	Make final corrections based on review.
16	Provide progress report, and develop preliminary installation schedule.
17	Schedule installation of security gates.

**Phase 3 | Install & Train Library Staff**

**Phase 3** includes the installation of the RFID and self-checkout systems and all staff training. **Within Phase 3**, activities fall into two sub-phases: Installation/Training and Go Live/System Acceptance.

*Sub-Phase 1: Installation and Training*

	<b>Bibliotheca</b>	<b>Library</b>
1	Refine and complete installation schedule.	
2	Provide installation and training schedule to Library.	
3		Schedule staff training and availability.
4	Ship remaining equipment to Library.	
5	Schedule installer/trainer and make travel arrangements.	
6		Receive and verify equipment.
7	Install smartlocker™ with contractor.	
8	Verify smartlocker™ installation complete.	
9	Install remainder of equipment.	
10	Hold training sessions.	

*Sub-Phase 1: Go Live/System Acceptance*

This phase **concludes installation** and allows the Library to validate that all steps and processes are **working as desired**.

	<b>Bibliotheca</b>	<b>Library</b>
1		Operate as instructed by Bibliotheca.
2	Monitor library; make adjustments.	
3		Verify system is operational; complete acceptance test plan.

Acceptance plan will be delivered and executed by Bibliotheca and library. All items on the acceptance plan will be signed off on by the Library and Bibliotheca.



- **Explain your plan for meeting the support and availability requirements.**

### **Training**

Bibliotheca provides training for the initial implementation free of charge. On-site installation and training will take place once the Library has tagged its collection. Tagging training is conducted via the web and takes about 30-60 minutes. Bibliotheca provides customized staff and technical training, scheduled in consultation with the library; training is broken down according to audience, related to library function.

Training plans and documentation are developed in detail with the customer project teams. The level of training usually varies on the role of the staff member. It is important to note that the Bibliotheca system has been designed to be intuitive in all aspects.

Training is provided during installation and is typically delivered on-site to groups of 6-8 people; sessions last between 30 minutes to 2 hours depending on the level of training.

Training is provided by a combination of Bibliotheca staff, including SIP2 and RFID specialists, who are conversant in the solution. Bibliotheca staff are responsible for providing training to all levels of staff from those with a technical background and responsibility through to general staff using the system. It is important that staff are comfortable and confident in using and managing the system.

We are experienced in helping customers prepare for 'go live' and introducing the new services to patrons. Staff are trained to be able to show patrons how to use the system confidently. Bibliotheca advises the use of staff as 'greeters,' helping patrons approach and use the solution. Patrons typically see how simple the solution is to use and gain trust in using self-service. Bibliotheca provides Train-the-Trainer and/or end-user product training as part of the system implementation. When training is completed, the Library should be able to:

- Perform all system operator functions and supervisory override functions;
- Know common causes of system failure and the remedy for each;
- Follow oral instructions given by telephone for the correction of system problems;
- Identify and perform preventive maintenance not routinely performed by Bibliotheca;
- Provide additional internal training without vendor assistance.

### **Technical Training**

It is recommended that technical training be performed prior to staff training. This will allow all systems to be configured to suit specific needs and address workflow related questions prior to working with staff. Training sessions may or may not follow the outline shown below, or may be revised to meet the staff needs more closely. This can be determined during the kick-off meeting.

Standard or custom courses are available (on-site (\$1,500) or web (\$750)). The training schedule for all other items will be decided after system installation.

## **Documentation**

Documentation is provided free of charge in electronic and print formats for all products and for each release of software and/or hardware. Documentation consists of user guides, configuration and set up guides, and, in some cases, installation guides. Staff can request additional copies or have the documentation sent via email. Staff will be able to configure (as necessary), operate, and, if needed, diagnose products. All manuals feature clear, instructional images and step-by-step guidelines.

## **Ongoing Training**

These manuals are also available for quick download by library staff on our liber8:portal™ Self-Help portal. In addition, staff can also view self-help videos – quick, informational clips – on pertinent topics related to your implementation.

## **Service & Support**

Bibliotheca provides support for its products through email, web, and phone, which is available 24/7-365. Our in-house Support team is always on call from 7 am- 7 pm, Monday through Friday.

## **Web Support Portal**

In addition to phone and email support, the library is also able to use our web-based support portal.

Staff are able to view current assets and their locations across the system, as well as the date they were installed, see open and closed support cases, log new support cases, view help desk notes relating to cases, and more.

## **Help Desk**

Bibliotheca's systems are designed so that almost all problems can be diagnosed remotely. Plus, most products have plug-and-play components that are easily removed and replaced by library staff using replacement parts shipped to arrive within twenty-four hours.

If a software issue is identified, Bibliotheca will address it using a remote connection to the application. Should a hardware issue be identified and the component(s) can be fixed or replaced with limited effort and technical expertise by staff, the required component(s), if readily available, is dispatched for delivery the next business day.

Where technical expertise working with remote guidance from Bibliotheca is not sufficient to address the problem, Bibliotheca will initiate a responding contact within two business hours from receipt of such report, either by phone, web, or email. If, during the response contact, the malfunctioning equipment is determined to be a 'Depot Maintenance Repair' component, return/replacement arrangements can be made. If the malfunctioning equipment is determined to be an 'On-Site Repair' component, Bibliotheca will contact the Library again within one business day to arrange a site visit.

Bibliotheca commits to the following objectives:

- Log all calls and emails into the support tracking system.
- Provide a reference number for the logged problem.
- Respond to logged calls within two hours during the working day.
- Prioritize all logged Severity 1 problems.
- Resolve all level 1 logged problems as soon as possible. This may result in a "patch and release" strategy. A customer may be offered a quick fix that has been tested, but not subjected to full beta testing. Customers will be made aware of this; it will be their decision if they wish to progress the fix or wait for the enhancement to be part of an upgrade release procedure.
- Ensure that the customer agrees to close a ticket.

It should be noted that problem type and complexity may impact service levels, which are described as an indication rather than a guarantee. In many cases, resolution time is reduced; while in other cases, times may be extended where resolution is required, from a third party supplier, for instance. Major problems are allocated the highest priority to support staff for identification and resolution.

#### Tasks

- Submission: Customer submits an issue via email, the portal, or our toll-free number. If Bibliotheca support staff does not assume responsibility for an issue within two hours, the issue is escalated to Bibliotheca support management, ensuring that calls are answered promptly.
- Review: Bibliotheca support is notified when an issue has been submitted. After researching the issue, a representative responds by phone, portal, or email.
- Work with the Customer (Responses/Updates): Further updates to the issue, provided by the customer or the support representative, are captured in Bibliotheca's support system with information sent to the customer.
- Resolved/Public Issue: Once the question is resolved to the satisfaction of the customer, the issue is closed.

#### Benefits – Why Buy Support?

Bibliotheca uses multiple notification methods (email, text messaging to support cell phones, etc.). If the issue needs to be reassigned based on providing the right expertise to solve the problem, or needs to be escalated to a senior representative, the technician can re-assign the issue to the right person, who is notified by email. This methodology ensures that the most appropriate representative is assigned to the issue. When purchased, support and maintenance is inclusive of service level agreements (SLA), field engineering response, parts and labor, and software upgrades.

#### Case Management

Customers are able to report faults with the help desk. Where not possible to handle via telephone, support portal, or email, the fault is escalated to hardware or software engineers. Bibliotheca may request secure access to undertake remote support.

A remote connection to the library's system may be established, e.g. using a VNC connection to allow Bibliotheca support to carry out fixes. When a fault is received, the help desk opens a case in the tracking system. The help desk staff member, who logs the case, will manage the case while it is open.

Cases are reviewed to ensure efficient allocation, whether escalated to engineering, software, hardware, or research and development.

Your Account Manager will liaise internally with the Help Desk team, ensuring that the relevant departments are involved to ensure issues are resolved timely.

- **Explain how your solution protects the privacy of Patron personal information.**

Unmatched Security. Whether checking out or in items, our smartlocker™ units are highly secure. Such security ensures your library materials are safe from theft.



Respondent Questionnaire:  
Attachment B

### Respondent Questionnaire

**1. Respondent Information:** Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: Bibliotheca, LLC  
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: 403 Hayward Ave N

City: Oakdale State: MN Zip Code: 55128

Telephone No: 678-336-7980 Fax No: 877.689.2269

Website address: bibliotheca.com

Year established: Per the recent combination of 3M Library Systems and Bibliotheca, our incorporation year (per the legacy 3M Corporation) was 1902.

Provide the number of years in business under present name: More than 45 years with the recent combination of 3M Library Systems and Bibliotheca, LLC.

Social Security Number or Federal Employer Identification Number: 38383751

Texas Comptroller's Taxpayer Number, if applicable: 32050615726  
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: 968090790

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any: \_\_\_\_\_

Partnership

Corporation

Also, check one:

If checked, check one:

For-Profit

Nonprofit

Domestic

Foreign

Other If checked, list business structure: LLC

Printed Name of Contract Signatory: Al Coalla

Job Title: President of Sales

(NOTE: This RFCSP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

N/A  
\_\_\_\_\_  
\_\_\_\_\_

Provide address of office from which this project would be managed:

City: Oakdale State: MN Zip Code: 55128

Telephone No: 678-336-7980 Fax No: 877.689.2269

Annual Revenue: \$ 80 million

Total Number of Employees: We employ more than 100 employees in North America, and more than 400 in the world.

Total Number of Current Clients/Customers: Bibliotheca has thousands of library customers around North America and the world.

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

Please refer to our company information listed at the end of this section for details.

List Related Companies:

Please refer to our company information listed at the end of this section for details.

**Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: Shawn Brumley Title: Business Development Manager

Address: 403 Hayward Ave N

City: Oakdale State: MN Zip Code: 55128

Telephone No: 940-367-9738 Fax No: 877.689.2269

Email: s.brumley@bibliotheca.com

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes \_\_\_ No X

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes X No \_\_\_ If "Yes", list authorizations/licenses.

Bibliotheca has two Business Development Managers in and around your area to help your library system with any needs they may have currently and in the future.

5. Where is the Respondent's corporate headquarters located? Atlanta and Minneapolis

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes \_\_\_ No X If "Yes", respond to a and b below:

- a. How long has the Respondent conducted business from its San Antonio office?

Years \_\_\_ N/A Months \_\_\_ N/A

- b. State the number of full-time employees at the San Antonio office.

N/A

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes \_\_\_ No X If "Yes", respond to c and d below:

- c. How long has the Respondent conducted business from its Bexar County office?

Years 3 Months \_\_\_\_\_

- d. State the number of full-time employees at the Bexar County office. N/A



7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes \_\_\_ No X If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes \_\_\_ No X If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

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9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes \_\_\_ No X If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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**10. Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

No. \_\_\_\_\_  
\_\_\_\_\_

**11. Previous Contracts:**

a. Has the Respondent ever failed to complete any contract awarded?

Yes \_\_\_ No X If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

\_\_\_\_\_  
\_\_\_\_\_

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes \_\_\_ No X If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

\_\_\_\_\_  
\_\_\_\_\_

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes \_\_\_ No X If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

\_\_\_\_\_  
\_\_\_\_\_

Below are answers for the following questions in section 1 above:

- **Briefly describe other lines of business that the company is directly or indirectly affiliated with:**

Bibliotheca has provided RFID technologies around the world for nearly seventeen years. The Bibliotheca Group formed in 2011, when Bibliotheca (founded in Rotkreuz, Switzerland in 2001), Intellident (founded in Manchester, England in 2002) and Integrated Technology Group (founded in Atlanta, Georgia in 1999) merged to create a global entity.

The formation of this Group created the world's largest company dedicated to the development, deployment, and support of RFID-based solutions, with focus on public, private, and academic libraries.

In October 2015, 3M Library Systems was acquired by One Equity Partners, which heads up the Bibliotheca Group. The new Bibliotheca Group will combine the best assets of each company to help libraries captivate their communities, providing innovative library-focused products. Each company brings unique services to the market, which combined will provide libraries with an unparalleled portfolio of solutions to help them serve their community at home, at the library and on the go. Between the four companies, we share nearly a century of experience providing self-service solutions to libraries.

- **List Related Companies**

Please refer to our answer above for details.

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

Describe Respondent's experience relevant to the Scope of Services and equipment requested by this RFCSP for the following:

- **Multimedia Disc Dispenser**

Bibliotheca cannot adhere to this request at this time.

- **Library Items (book & audiobook) Dispenser**

Bibliotheca recommends our Cloud Library solution to meet this requirement. Details are included in our bid response.

- **Hold Locker**



Our smartlocker™ is a storage cabinet locker system designed to offer patrons an easy, secure way to collect reserved items, either within the library or other locations within the community.

smartlocker™ extends the coverage and accessibility of your library, offering patrons a self-service experience at locations closer to home. Deployable at any indoor location, smartlocker™ allows patrons to reserve items online, collect them at the device, and return previous loans.

Starting off with a standard setup of twenty-four lockers, including an integrated user interface and using liber8™ based software. Libraries can add extra locker modules, in units of ten, to fit space and need. One central unit can control up to 192 individual lockers. Additional modules will be securely bolted to the existing unit. Available in black and white as standard, smartlocker™ can be customized in any of the more than 200 RAL colors to complement current aesthetics and branding.

A standalone product, the smartlocker™ only requires a secure connection to the ILS and a mains power supply, making it ideal to use as a remote collection point in locations, such as gas stations, community centers, office buildings, and universities. smartlocker™ provides libraries with the perfect tool to extend their reach and interact with more patrons in the community, making library services more accessible and convenient.

## **Promotes the Library**

smartlocker™ can be placed in any internal building in the local community, allowing promotion and extension of services to patrons who live beyond the range of your physical libraries.

## **Modular, Flexible System**

smartlocker™ provides libraries with the ability to extend their systems to fit their individual requirements and space.

- **Laptop Dispenser**

Bibliotheca cannot adhere to this request at this time.

- **Integrated Library System (ILS) integration experience**

Bibliotheca has successfully implemented similar RFID solutions with our long-time ILS partner Innovative Interfaces at libraries throughout the country. Our status as a strategic partner with Innovative Interfaces is just one example of how we work closely with ILS vendors. Through this relationship, we have worked closely on product development and as a result of these efforts can offer products that feature direct integration.

- **Post implementation support (maintenance and repair)**

The following outlines how Bibliotheca will support your library team from project initiation through post implementation support:

### **Training**

Bibliotheca provides training for the initial implementation free of charge. On-site installation and training will take place once the Library has tagged its collection. Tagging training is conducted via the web and takes about 30-60 minutes. Bibliotheca provides customized staff and technical training, scheduled in consultation with the library; training is broken down according to audience, related to library function.

Training plans and documentation are developed in detail with the customer project teams. The level of training usually varies on the role of the staff member. It is important to note that the Bibliotheca system has been designed to be intuitive in all aspects.

Training is provided during installation and is typically delivered on-site to groups of 6-8 people; sessions last between 30 minutes to 2 hours depending on the level of training.

Training is provided by a combination of Bibliotheca staff, including SIP2 and RFID specialists, who are conversant in the solution. Bibliotheca staff are responsible for providing training to all levels of staff from those with a technical background and responsibility through to general staff using the system. It is important that staff are comfortable and confident in using and managing the system.

We are experienced in helping customers prepare for 'go live' and introducing the new services to patrons. Staff are trained to be able to show patrons how to use the system confidently. Bibliotheca advises the use of staff as 'greeters,' helping patrons approach and use the solution. Patrons typically see how simple the solution is to use and gain trust in using self-service. Bibliotheca provides Train-the-Trainer and/or end-user product training as part of the system implementation. When training is completed, the Library should be able to:

- Perform all system operator functions and supervisory override functions;
- Know common causes of system failure and the remedy for each;
- Follow oral instructions given by telephone for the correction of system problems;
- Identify and perform preventive maintenance not routinely performed by Bibliotheca;
- Provide additional internal training without vendor assistance.

### **Technical Training**

It is recommended that technical training be performed prior to staff training. This will allow all systems to be configured to suit specific needs and address workflow related questions prior to working with staff. Training sessions may or may not follow the outline shown below, or may be revised to meet the staff needs more closely. This can be determined during the kick-off meeting.

Standard or custom courses are available (on-site (\$1,500) or web (\$750)). The training schedule for all other items will be decided after system installation.

### **Documentation**

Documentation is provided free of charge in electronic and print formats for all products and for each release of software and/or hardware. Documentation consists of user guides, configuration and set up guides, and, in some cases, installation guides. Staff can request additional copies or have the documentation sent via email. Staff will be able to configure (as necessary), operate, and, if needed, diagnose products. All manuals feature clear, instructional images and step-by-step guidelines.

### **Ongoing Training**

These manuals are also available for quick download by library staff on our liber8:portal™ Self-Help portal. In addition, staff can also view self-help videos – quick, informational clips – on pertinent topics related to your implementation.

### **Service & Support**

Bibliotheca provides support for its products through email, web, and phone, which is available 24/7-365. Our in-house Support team is always on call from 7 am- 7 pm, Monday through Friday.

## Web Support Portal

In addition to phone and email support, the library is also able to use our web-based support portal.

Staff are able to view current assets and their locations across the system, as well as the date they were installed, see open and closed support cases, log new support cases, view help desk notes relating to cases, and more.

## Help Desk

Bibliotheca's systems are designed so that almost all problems can be diagnosed remotely. Plus, most products have plug-and-play components that are easily removed and replaced by library staff using replacement parts shipped to arrive within twenty-four hours.

If a software issue is identified, Bibliotheca will address it using a remote connection to the application. Should a hardware issue be identified and the component(s) can be fixed or replaced with limited effort and technical expertise by staff, the required component(s), if readily available, is dispatched for delivery the next business day.

Where technical expertise working with remote guidance from Bibliotheca is not sufficient to address the problem, Bibliotheca will initiate a responding contact within two business hours from receipt of such report, either by phone, web, or email. If, during the response contact, the malfunctioning equipment is determined to be a 'Depot Maintenance Repair' component, return/replacement arrangements can be made. If the malfunctioning equipment is determined to be an 'On-Site Repair' component, Bibliotheca will contact the Library again within one business day to arrange a site visit.

Bibliotheca commits to the following objectives:

- Log all calls and emails into the support tracking system.
- Provide a reference number for the logged problem.
- Respond to logged calls within two hours during the working day.
- Prioritize all logged Severity 1 problems.
- Resolve all level 1 logged problems as soon as possible. This may result in a "patch and release" strategy. A customer may be offered a quick fix that has been tested, but not subjected to full beta testing. Customers will be made aware of this; it will be their decision if they wish to progress the fix or wait for the enhancement to be part of an upgrade release procedure.
- Ensure that the customer agrees to close a ticket.

It should be noted that problem type and complexity may impact service levels, which are described as an indication rather than a guarantee. In many cases, resolution time is reduced; while in other cases, times may be extended where resolution is required, from a third party supplier, for instance. Major problems are allocated the highest priority to support staff for identification and resolution.

## Tasks

- Submission: Customer submits an issue via email, the portal, or our toll-free number. If Bibliotheca support staff does not assume responsibility for an issue within two hours, the issue is escalated to Bibliotheca support management, ensuring that calls are answered promptly.
- Review: Bibliotheca support is notified when an issue has been submitted. After researching the issue, a representative responds by phone, portal, or email.
- Work with the Customer (Responses/Updates): Further updates to the issue, provided by the customer or the support representative, are captured in Bibliotheca's support system with information sent to the customer.
- Resolved/Public Issue: Once the question is resolved to the satisfaction of the customer, the issue is closed.

## Benefits – Why Buy Support?

Bibliotheca uses multiple notification methods (email, text messaging to support cell phones, etc.). If the issue needs to be reassigned based on providing the right expertise to solve the problem, or needs to be escalated to a senior representative, the technician can re-assign the issue to the right person, who is notified by email. This methodology ensures that the most appropriate representative is assigned to the issue. When purchased, support and maintenance is inclusive of service level agreements (SLA), field engineering response, parts and labor, and software upgrades.

## Case Management

Customers are able to report faults with the help desk. Where not possible to handle via telephone, support portal, or email, the fault is escalated to hardware or software engineers. Bibliotheca may request secure access to undertake remote support.

A remote connection to the library's system may be established, e.g. using a VNC connection to allow Bibliotheca support to carry out fixes. When a fault is received, the help desk opens a case in the tracking system. The help desk staff member, who logs the case, will manage the case while it is open.

Cases are reviewed to ensure efficient allocation, whether escalated to engineering, software, hardware, or research and development.

Your Account Manager will liaise internally with the Help Desk team, ensuring that the relevant departments are involved to ensure issues are resolved timely.

- **List and describe three relevant projects of similar sizes. Identify associated results or impacts of the project/work performed.**

Please see our customer references on the next page.



**REFERENCES**

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

**Reference No. 1:**

Firm/Company Name Olathe Public Library  
Contact Name: Emily Baker Title: Director  
Address: 201 E Park  
City: Olathe State: KS Zip Code: 66061  
Telephone No. 913-971-6880 Fax No: N/A  
Date and Type of Service(s) Provided: Bibliotheca smartlocker™ installation, maintenance and service. Date of service is 2014 to present.

Contact Email Address: ebaker@olatheks.org

**Reference No. 2:**

Firm/Company Name Mid-Continent Public Library  
Contact Name: Susan Wray Title: Assistant Director of Libraries  
Address: 4212 South Union St.  
City: Independence State: MO Zip Code: 64055  
Telephone No. 816-836-5200 Fax No: N/A  
Date and Type of Service(s) Provided: Bibliotheca smartlocker™ installation, maintenance and service. Date of service is 2014 to present.

Contact Email Address: swray@mymcpl.org

**Reference No. 3:**

Firm/Company Name Frisco Public Library  
Contact Name: Gary Werchan Title: Director  
Address: 6101 Frisco Square Blvd  
City: Frisco State: TX Zip Code: 75034  
Telephone No. 972-292-5644 Fax No: N/A  
Date and Type of Service(s) Provided: Bibliotheca smartlocker™ installation, maintenance and service. Date of service is 2014 to present.

Contact Email Address: gwerchan@friscotexas.gov



Tracking Form: Attachment C

**ATTACHMENT C**  
**City of San Antonio**  
**Veteran-Owned Small Business Program Tracking Form**

SOLICITATION NAME/NUMBER:     RFCSP 6100007044, v2    

Name of Respondent:	Bibliotheca, LLC.	
Physical Address:	403 Hayward Ave. N.	
City, State, Zip Code:	Oakdale, MN 55128	
Phone Number:	1-678-336-7980	
Email Address:	a.coalla@bibliotheca.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	<input checked="" type="radio"/> No
Name of <b>SUBCONTRACTOR</b> Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is <b>SUBCONTRACTOR</b> certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is <b>SUBCONTRACTOR</b> certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified <b>SUBCONTRACTOR</b> as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount		

**ATTACHMENT C**  
**City of San Antonio**  
**Veteran-Owned Small Business Program Tracking Form**

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ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER/RESPONDENT'S FULL NAME:

AL CORREA  
(Print Name) Authorized Representative of Bidder/Respondent

  
(Signature) Authorized Representative of Bidder/Respondent

PRESIDENT of SALES  
Title

04/22/2016  
Date

**This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.**



Certificate of Interested Parties:  
Attachment D

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Bibliotheca, LLC.  
Norcross, GA United States

Certificate Number:  
2016-43893

Date Filed:  
04/22/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
Bibliotheca, LLC.

Date Acknowledged:

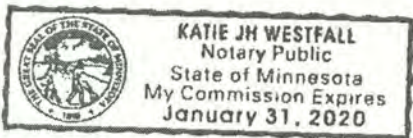
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.  
RFCSP 6100007044, v2  
Library Systems Products

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Carlson, Brett	Norcross, GA United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Handwritten Signature]*

Signature of authorized agent of contracting business entity

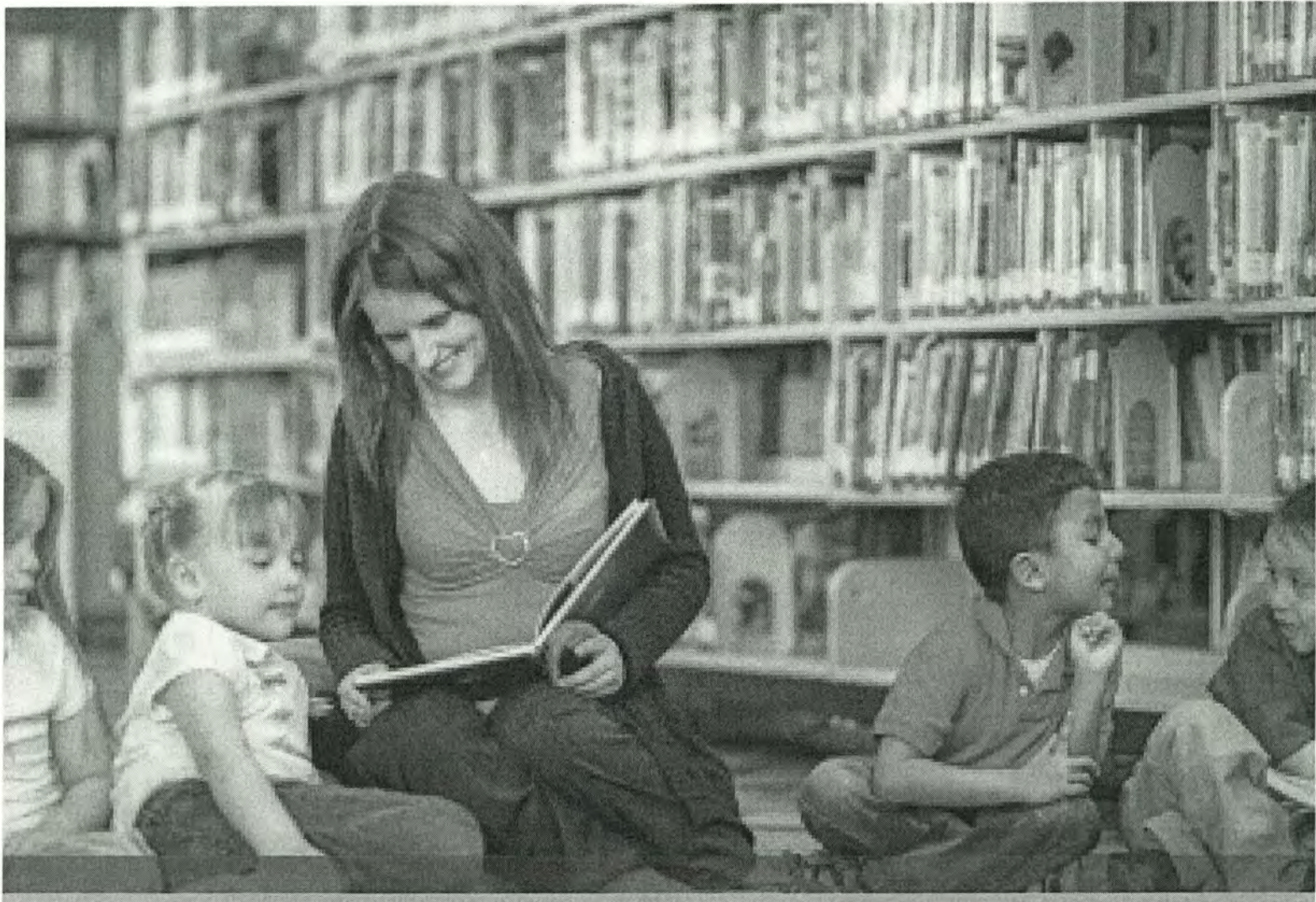
AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_ this the 22 day of APRIL 2016, to certify which, witness my hand and seal of office.

*[Handwritten Signature]*  
Signature of officer administering oath

KATIE WESTFALL  
Printed name of officer administering oath

BID WRITER  
Title of officer administering oath



Contracts Disclosure Form:  
Attachment E

\* = Required fields



# City of San Antonio Contracts Disclosure Form

Office of the  
City Clerk

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 2-59 through 2-61 of the City's Ethics Code.

This is a  New Submission or  Correction or  Update to previous submission.

\*1. Name of person submitting this disclosure form.

First: Brett M.I. G Last: Carlson Suffix: Mr.

\*2. Contract information.

a) Contract or project name: RFCSP 6100007044, v2

b) Originating department: INFORMATION TECHNOLOGY SERVICES DPT.

\*3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).

Brett Carlson  
Bid Writer  
Bibliotheca, LLC

\*4. List any Individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.

Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.

Names of partner, parent, joint venture or subsidiary entities, and all the board members, executive committee members, and officers of each entity:

\*5. List any individuals or entities that will be subcontractors on this contract.

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors, including the name of the owner(s), and business name:

\*6. List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.

Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:





# City of San Antonio Contracts Disclosure Form

Office of the  
City Clerk

### \*7. Disclosure of political contributions.

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

List of contributions:

### Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

### Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under [Section 2-309 of the Municipal Campaign Finance Code](#), the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- a) Legal signatory of a high-profile contract
- b) Any individual seeking a high-profile contract
- c) Any owner or officer of an entity seeking a high-profile contract
- d) The spouse of any of individual listed in response to (a) through (c) above
- e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract

**Penalty.** A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

### \*8. Disclosure of conflict of interest.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under [Sections 2-43 or 2-44](#) of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest:

\* = Required fields



## City of San Antonio Contracts Disclosure Form

Office of the  
City Clerk

### \*9. Prohibited Interest in Contracts.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

No

Yes

### Notice Regarding Prohibited Interest in Contracts.

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see [Section 141 of the City Charter](#) and [Section 2-52 of the City Ethics Code \(Prohibited Interests in Contracts\)](#) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see [Section 2-58 of the City Ethics Code \(Prohibited Interest in Discretionary Contracts\)](#) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940.

### Acknowledgements

#### \*1. Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

#### \*2. No Contact with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in [Section 2-61 of the City Ethics Code](#) by respondents or their agents may lead to disqualification of their offer from consideration.

\* = Required fields



## City of San Antonio Contracts Disclosure Form

Office of the  
City Clerk

### \*3. Contribution Prohibitions for "High-Profile" Contracts

- This is not a high-profile contract.  
 This is a high-profile contract.

### \*4. Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

- I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

### Oath

- I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Brett Carlson Title: \_\_\_\_\_

Company Name or DBA: Bibliotheca, LLC. Date: 04/22/2016

Please fill this form out online, print completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, send to:

Purchasing  
P.O. Box 839966  
San Antonio, Texas 78283-3966



Litigation Disclosure Form:  
Attachment F

**Litigation Disclosure Form: Attachment F**

**Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.**

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes \_\_\_ No X

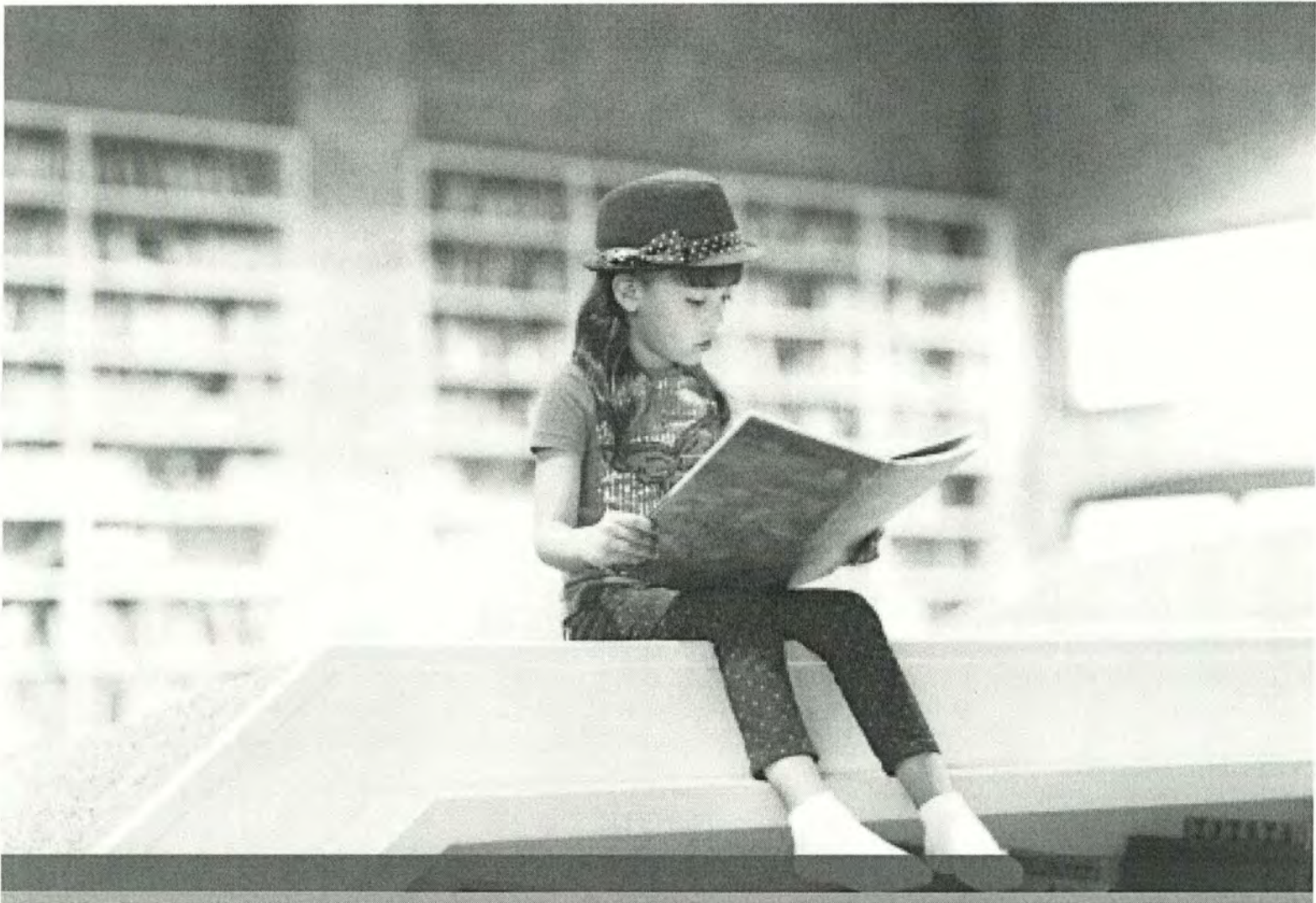
Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes \_\_\_ No X

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes \_\_\_ No X

**If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.**



Pricing Schedule: Attachment G

ITEM 3: HOLD LOCKER (EQUIPMENT ONLY)

ITEM	ESTIMATED QUANTITY – (A)	PRICE PER UNIT – (B)	EXTENDED PRICE (A X B)
3. HOLD LOCKER (EQUIPMENT ONLY)	1	\$24,995	\$24,995

ITEM	TERM	ESTIMATED QUANTITY – (A)	ANNUAL PRICE – (B)	EXTENDED PRICE – (A) X (B)
PREVENTIVE MAINTENANCE – INITIAL TERM	UPON AWARD – SEPTEMBER 30, 2017	1	INCLUDED	INCLUDED
PREVENTIVE MAINTENANCE – YEAR 1	OCTOBER 1, 2017 – SEPTEMBER 30, 2018	1	\$3,249.35	\$3,249.35
PREVENTIVE MAINTENANCE – YEAR 2	OCTOBER 1, 2018 – SEPTEMBER 30, 2019	1	\$3,411.81	\$3,411.81
PREVENTIVE MAINTENANCE – YEAR 3	OCTOBER 1, 2019 – SEPTEMBER 30, 2020	1	\$3,582.40	\$3,582.40
PREVENTIVE MAINTENANCE – YEAR 4	OCTOBER 1, 2020 – SEPTEMBER 30, 2021	1	\$3,761.53	\$3,761.53

ITEM 5: LABOR

ITEM	ESTIMATED QUANTITY (HOURS) – (A)	PRICE PER HOUR – (B)	PRICE (A X B)
LABOR RATE (Mon. – FRI. 9:00 a.m. – 4:00 p.m.)	50	\$ TBD	\$ TBD

ITEM 6: REPAIR PARTS

Dealer Cost Plus Percentage \_\_\_\_\_ N/A \_\_\_\_\_ % Surcharge

<p><b>ACCOUNT REPRESENTATIVE CONTACT INFORMATION</b> Vendor shall list the account representative information servicing the City's account if awarded this contract.</p>
<p>Name/Title: Shawn Brumley</p>
<p>Phone #: 940-367-9738 Fax #: N/A</p>
<p>Email: s.brumley@biblitoheca.com</p>

Please complete the following:

Prompt Payment Discount: \_\_N/A\_\_% \_\_N/A\_\_ days. (If no discount is offered, Net 30 will apply.)



**Cloud Library Pricing**

Upon review of our bid response, Bibliotheca would be happy to discuss a pricing structure for our Cloud Library solution.



Signature Page:  
Attachment H

**RFCSP ATTACHMENT H**

**SIGNATURE PAGE**

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/> or the direct link at: <http://www.sanantonio.gov/purchasing/saeps.aspx>

**Bibliotheca is already registered for the above requirements.**

By submitting a proposal, by paper (hardcopy), Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

**IF AWARDED A CONTRACT IN RESPONSE TO THIS RFCSP, RESPONDENT CERTIFIES THAT IT IS ABLE AND WILLING TO COMPLY WITH THE VENUE, THE INSURANCE AND INDEMNIFICATION REQUIREMENTS SET OUT IN RFCSP EXHIBITS 1 & 2. A FAILURE TO COMPLY WITH THE VENUE, JURISDICTION AND ARBITRATION, INTELLECTUAL PROPERTY, UNDISCLOSED FEATURES, OWNERSHIP AND LICENSES, CERTIFICATIONS, ACCEPTANCE CRITERIA, INSURANCE AND INDEMNIFICATION REQUIREMENTS OF THIS RFCSP WILL RESULT IN REJECTION OF THE PROPOSAL. RESPONDENT UNDERSTANDS AND AGREES THAT THE TERMS CONTAINED IN THIS RFCSP ARE PART OF THE FINAL CONTRACT AND PREVAIL OVER ANY CONFLICTING TERMS IN ANY DOCUMENT FURNISHED BY RESPONDENT, EVEN IF NOT EXPRESSLY PROVIDED IN THE BODY OF THE CONTRACT.**

If awarded a contract in response to this RFCSP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

**Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions**

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Bibliotheca, LLC.  
Respondent Entity Name

Signature: 

Printed Name: Al Coalla

Title: President of Sales

Email Address: a.coalla@bibliotheca.com



## Proposal Checklist: Attachment I

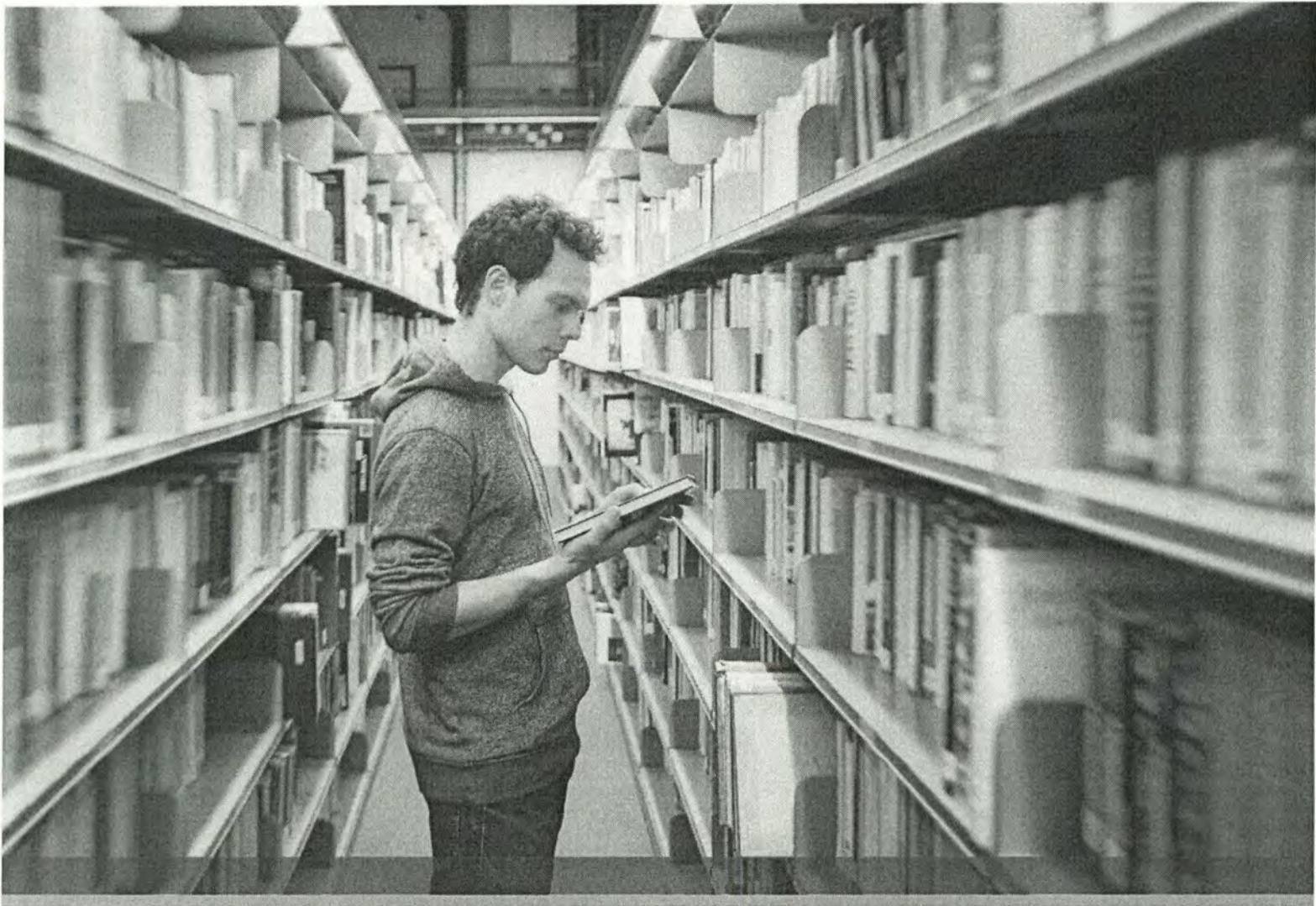
**RFCSP ATTACHMENT I**

**PROPOSAL CHECKLIST**

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	✓
Proposal RFCSP Attachment A	✓
Respondent Questionnaire RFCSP Attachment B	✓
*VOSBPP Tracking Form RFCSP Attachment C	✓
Certificate Of Interested Parties (Form 1295) RFCSP Attachment D	✓
Discretionary Contracts Disclosure Form RFCSP Attachment E	✓
Litigation Disclosure RFCSP Attachment F	✓
Pricing Schedule RFCSP Attachment G	✓
*Signature Page RFCSP Attachment H	✓
Proposal Checklist RFCSP Attachment I	✓
Proof of Insurability (See RFCSP Exhibit 1) Insurance Provider's Letter Copy of Current Certificate of Insurance	✓
Financial Information	✓
One (1) Original, Ten (10) Copies and one (1) CD of entire proposal in PDF format.	✓

\*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.



Proof of Insurability: Exhibit 1



**DATE:** April 22, 2016  
**TO:** Rachel Schildgen, Manager Bid & Contracts  
Bibliotheca LLC  
3169 Holcomb Bridge Road Suite 200 & 205  
Norcross , GA 30071  
**FROM:** Joanne Barbaro  
**RE:** Letter of Intent

---

Dear Rachel,  
This is to confirm that Johnson, Kendall and Johnson is the agent for Bibliotheca's insurance program and that that we will work with Bibliotheca's insurance carriers to provide evidence of insurance at the levels specified by any customer of Bibliotheca.

Best regards,

A handwritten signature in black ink, appearing to read 'Joanne Barbaro', is written over the typed name. The signature is cursive and somewhat stylized.

Joanne Barbaro



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/12/2016

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

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

<p><b>PRODUCER</b> Johnson, Kendall &amp; Johnson, Inc. 109 Pheasant Run Newtown, PA 18940</p>	<p><b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (215) 968-4741 <b>FAX (A/C, No):</b> (215) 968-0973 <b>E-MAIL ADDRESS:</b> info@jkj.com</p>
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A :</b> Massachusetts Bay Insurance Company	<b>NAIC #</b> 22306
<b>INSURER B :</b> Hanover Insurance Company	22292
<b>INSURER C :</b> Allmerica Financial Benefit Insurance	41840
<b>INSURER D :</b>	
<b>INSURER E :</b>	
<b>INSURER F :</b>	

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			ZDAA61050300	04/11/2015	04/11/2016	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000					
		MED EXP (Any one person) \$ 10,000					
		PERSONAL & ADV INJURY \$ 1,000,000					
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ZDAA61050300	04/11/2015	04/11/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		BODILY INJURY (Per person) \$					
		BODILY INJURY (Per accident) \$					
		PROPERTY DAMAGE (Per accident) \$					
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHAA61055900	04/11/2015	04/11/2016	EACH OCCURRENCE \$ 5,000,000
		AGGREGATE \$ 5,000,000					
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	W2AA58903200	04/11/2015	04/11/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

**CERTIFICATE HOLDER**

**CANCELLATION**

<p style="text-align: center;">Evidence of Insurance</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>John D. Wolfe</i></p>





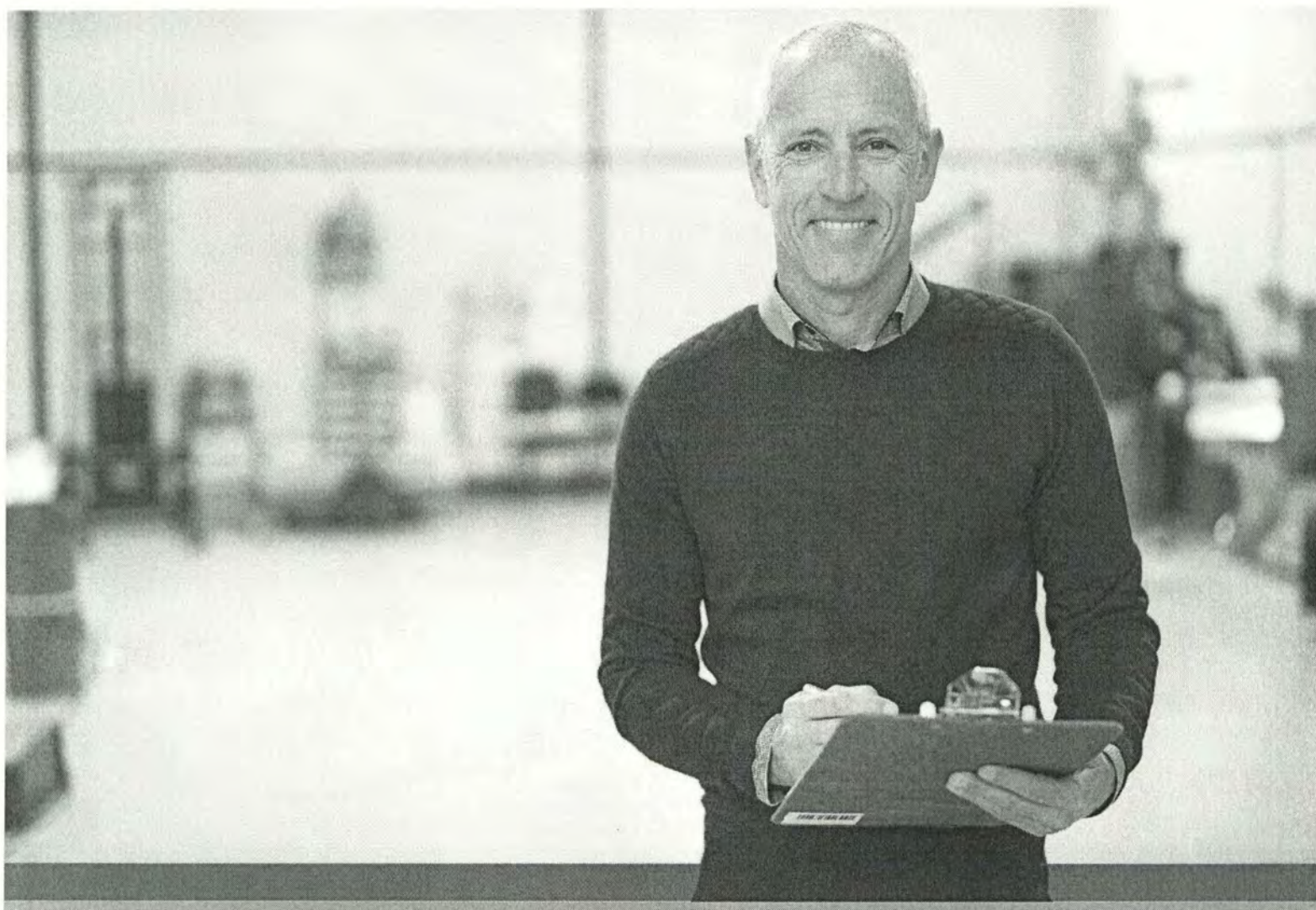
## Financial Information

#### Financial Information

**Due to the anticipated investment and length of resultant contract between the parties, audited financial statements are preferred. In the event audited financial statements are not available, state the reason why. If audited financial statements are not available, respondents may submit other financial statement(s) or documentation, such as a Trial Balance Income Statement along with the most recent Annual Tax Submission, that validates and ensures the long term financial viability of the organization. Failure to provide requested information may impact your firm's final score.**

Bibliotheca is a large, stable company with a long history of serving the library community.

- Bibliotheca's operating performance is one of the strongest in the industry, and we have increased our operating margins and profitability for three consecutive years.
- Bibliotheca's financial results are audited annually, and we continue to receive clean audit opinions. Bibliotheca's cash flow from operations in 2014 was eight-figures large.
- Bibliotheca has a solid credit report, with on-time payables, no liens or judgments, and a low financial stress score.
- To ensure you are protected, Bibliotheca is pleased to offer source code escrow through Iron Mountain for a nominal fee.



Additional Information

Additional Information

Innovative Endorsement Letter

smartlocker™ Sell Sheet

smartadmin™ Sell Sheet

liber:8 Sell Sheet

Bibliotheca Cloud Library Sell Sheet

Bibliotheca Project Team



World Headquarters  
5850 Shellmound Way  
Emeryville, CA 94608  
+1.510.655.6200

Eastern US  
103 Commerce Boulevard, Suite A  
Liverpool, NY 13088  
+1.800.272.3414

April 22, 2016

City Clerk's Office  
Attn: IT Procurement Office (Finance Department)  
100 Military Plaza, 1<sup>st</sup> Floor  
San Antonio, Texas 78205

Subject: Endorsement of Bibliotheca

Dear Evaluation Committee:

On behalf of Bibliotheca, we are more than happy to verify their smartlocker™ is fully functional and compatible with your current Innovative ILS.

Bibliotheca has been a strategic library solutions partner with us for more than 15 years. Together, we believe your automation system is the backbone to provide services that are important to your library. That is why we work with Bibliotheca to seamlessly integrate their products into the Innovative ILS. Such a relationship allows us to deliver more value to you in terms of content and functional capabilities, which in turn increase staff productivity and enhance service to your patrons. Throughout our relationship, we witnessed an uncompromising dedication to customer support and service that Bibliotheca provides our customers.

We look forward to the opportunity of working with Bibliotheca on the City of San Antonio smartlocker implementation project. If you have any questions regarding the compatibility of Bibliotheca products in relation to our ILS, please contact me at 315 634-4580 or [william.schickling@iii.com](mailto:william.schickling@iii.com).

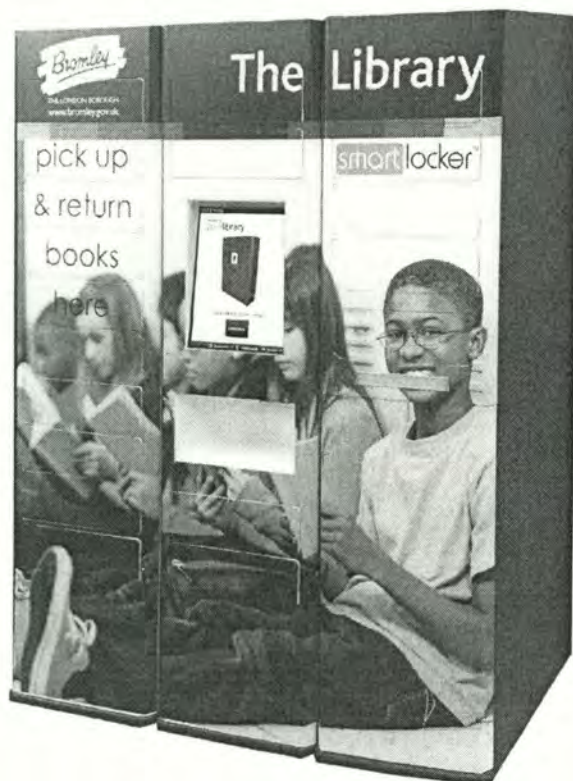
Sincerely,

William Schickling  
EVP, Sales and Marketing  
Innovative Interfaces



## Offer your customers who live in remote locations access to reservations and returns

smartlocker™ has been designed to extend the coverage and accessibility of your library service, offering patrons a self-service experience at locations nearer their home. Deployable at any indoor location\*, smartlocker™ allows your customers to reserve items online and collect them at the device, while also return previous loans.



### Promotes the library

smartlocker™ can be placed in any internal building in the local community\*, allowing you to promote and extend your services to patrons who live beyond the range of your physical libraries. Examples may include community centres, petrol/gas stations, shared facilities and church halls.

### A modular and flexible system

smartlocker™ range provide libraries with the ability to extend their systems on a flexible basis to fit their individual requirements and space.

### liber8™ integration

smartlocker™ utilises our standard liber8™ patron-facing software to offer the same familiar, intuitive experience patrons have come to expect from our self-service library range. liber8™ provides touch-screen access to the reservation collection and return facilities.

### Intuitive reservation timing

smartlocker™ communicates directly with your library ILS/LMS at the point of collection and return, ensuring that the loan period of the items starts on the day they were collected.

# smartlocker™

## Large locker capacities

Each locker has a large cubic capacity allowing patrons to borrow multiple items from a single locker.

## Ability to handle returns

smartlocker™ can be configured to accept return items in either secure or unsecure mode. Items are then held in the fully integrated return bin until staff process them.

## Available in colours and custom skins

The smartlocker™ range is available in any RAL colour to integrate with any surrounding. Custom skins can also be created to help promote your library brand. Black and white offered as standard.

\*Providing there is a direct network connection to the library network.



smartlocker™ 100  
central unit inc. 4  
lockers

smartlocker™ 105R  
4 locker pedestal  
with return unit

smartlocker™ 110  
10 locker pedestal

\*Minimum installation is 1 central unit and 2 additional pedestals.

## Specifications

<b>Dimensions 100/105/110:</b>	w: 450mm / 17.7"   d: 440mm / 17.3"   h: 1713mm / 67.4"		
<b>Weight:</b>	smartlocker™ 100: 90kg smartlocker™ 100: 198lbs	smartlocker™ 105: 85kg smartlocker™ 105: 187lbs	smartlocker™ 110: 85kg smartlocker™ 110: 187lbs
<b>Locker size:</b>	w: 380mm / 14.9"   d: 430mm / 16.9"   h: 120mm / 4.7"		
<b>Power:</b>	Input C13 connector. 240 VAC input, 130 watts, 50Hz (240 VAC for European installs; 110 VAC for North American installs). 5 AMP fuse		
<b>Data:</b>	1 x LAN RJ45 (Gigabit)		
<b>Standards &amp; compliance:</b>	CE, FCC, C-tick, MET*		
<b>Software:</b>	*MET Labs is a Nationally Recognised Testing Laboratory (NRTL) recognised by OSHA regulation: 1910.308(d). MET is also accredited by the Standards Council of Canada for approval throughout Canada as a Certified Body (CB) for Industry Canada (IC). UL rating is covered within MET certification. For further details please visit <a href="http://www.osha.gov">www.osha.gov</a> " The smartlocker™ 100 comes pre-loaded with our liber8.smartlocker software. The software is configured for connection to the library ILS/LMS through SIP2. Access to the library's network via Ethernet is required.		
<b>Material:</b>	3mm mild steel		

Although we make every effort to ensure information is correct at the time of release, it is possible that specifications and features may vary or change over time. Bibliotheca therefore makes no representations or warranties as to the completeness or accuracy of the information contained within this document.

G-LBCA1075EN/003

Remotely setup, monitor and configure your range of Bibliotheca devices from a single location

smartadmin™ is the central administration tool designed to remotely monitor, report and configure a range of Bibliotheca library devices: from Automated Materials Handling (AMH) solutions to security gates and, of course, self-service kiosks. Running as hosted solution in the 'cloud', smartadmin™ can be accessed remotely from any computer running a standard web browser (with internet access), providing access to your entire fleet of Bibliotheca equipment across your estate.





## Core features by product range

### liber8™ & smartserve™ range

- Configuration and selection of remote user interfaces / GUI
- Configure tag data models
- Change all on-screen text prompts and button text
- Alerting on pre-defined criteria (faults, etc.) by email/SMS
- Define which languages are available for selection
- View status of all critical hardware components (faulty, paper low, etc.)
- View summary of transactions over time
- View detail of all previous transaction by date
- Offline transaction management - upload borrow/return/account operations logged whilst LMS/kiosk was offline
- Configuration / management of return options (to shelf, to return bin, etc.)
- Push remote software upgrades
- Theme configuration and selection
- Define payment types and hopper values
- View detailed reports on payment transactions

### smartgate™ range

- View status / operation of gate
- Interrogate people counter information and download for offline use
- Alerting on pre-defined criteria (faults, etc.) by email/SMS
- Configure options of gates\*
- Create groups of gates\*
- Report security detections by gate group\*
- De-activate security on entrance to library\*

### smartreturn™ / smartsmart™ range

- View status of all critical hardware components (faulty, paper low, etc.)
- Configure bin location
- Alerting on pre-defined criteria (faults, etc.) by email/SMS
- Change all configuration options
- View statistics (by date)
- Visual representation of the sorting line
- Visual representation of bin level status

### smartstation™ range

- Product to be supported from 2013

### smartstock™ range

- Product to be supported from 2013

Feature to be available in mid year 2012

Although we make every effort to ensure information is correct at the time of release, it is possible that specifications and features may vary or change over time. Biblioteka /heratoria makes no representations or warranties as to the completeness or accuracy of the information contained within this document.

G-LBDA1023EN/004

Australia  
+61 3 9811 4750  
TO:  
+39 045 610 62 39

Canada  
+1 877 207 3127  
+31 229 505 538

Denmark  
+45 - 7027 1008  
+41 41 726 99 55

France  
+35 1 56 24 11 73  
+44 161 498 1140

Germany  
+49 7121 926 410  
+1 877 207 3127

liber<sup>8</sup>

Award-winning touch-screen software that drives our entire range of self-service kiosks

liber<sup>8</sup>™ is the ultra-powerful touch-screen software that customers use as the main interface on our complete range of self-service kiosk products. Designed from the ground-up to be simple and intuitive to use, liber<sup>8</sup>™ offers library users a unique self-service experience, which is both easy to learn and ADA/DDA compliant. In addition to the standard Bibliotheca theme, which has been designed as a simple high-contrast interface, the software ships complete with 5 additional custom themes and can be completely customised via our unique design service.



Award-winning touch-screen self-service software



All the options at your fingertips

The main welcome screen allows users to select the core options (borrow, return, account and mycommunity) and also select their desired language and theme choice. All areas of interaction are within ADA/DDA compliance and prompts are provided with kiosk pictures pertinent to the kiosk on which the software is running.

Borrow and return items with ease

When borrowing or returning items, the screen area is magnified to dedicate as much space as possible to the display of book title and return dates. In addition, account information relevant to the user is displayed in a convenient status box at the top of the screen.



Animated function-specific keyboards

When the user is required to enter information, a function-specific keyboard is floated on to the screen, the buttons of which change depending on the type of information required. For example, when processing payment amounts, the full QWERTY keyboard is replaced by a simple numeric interface.

### Simple and intuitive on-screen prompts

When specific information needs to be presented, or an action is required, an overlay prompt appears on screen, dominating the interface. This de-clutter provides focus to the user and ensures no other part of the screen can be touched by mistake.



### Easy in any language

liber<sup>TM</sup> is available out of the box in over 52 different languages, allowing you to provide self-service to a range of different users. A single pop-up selector is available from the welcome screen, that provides flags for all the languages that you choose to be available and, of course, the default language can be set to whatever you like!

### Choose your look

By default, liber<sup>TM</sup> is available with 6 themes that can be selected via the configuration screen and made available to users. These range from simple colour choices through to full child-engaging jungle and underwater themes. If these don't take your fancy, we can also offer a custom design service for you!



Disclaimer  
Although we make every effort to ensure information is correct at the time of release, it is possible that specifications and features may vary or change over time. Bibliotheca therefore makes no representations or warranties as to the completeness or accuracy of the information contained within this document.

G-LBDA1034EN/001

Australia

+61 3 9811 4750

India

+39 045 610 6239

France

+55 19 2515 7930

Northern Italy

+41 41 726 99 55

Denmark

+45 - 7027 1008

South Africa

+1 877 207 3127

France

+33 1 56 24 11 73

Switzerland

+41 41 726 99 55

Germany

+49 7121 926 410

India - Karnataka

+44 161 498 1140

**3M** Science.  
Applied to Life.™

3M™ Cloud Library

# Intuitive e-lending.



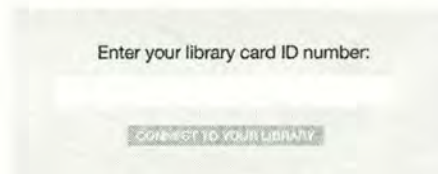
Increase e-reading discovery with in-library kiosk browsing and e-reader lending.



Kiosk

Barnes & Noble  
E-reader

Quick single step sign-up using library card ID number.



Intuitive app available on most devices.



Available on  
**nook apps**  
by Barnes & Noble



Personalized browsing and reading features.

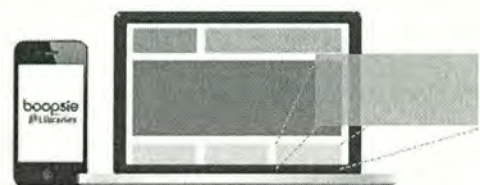


Simple, elegant design and helpful hints.



Browse, read and listen between devices.

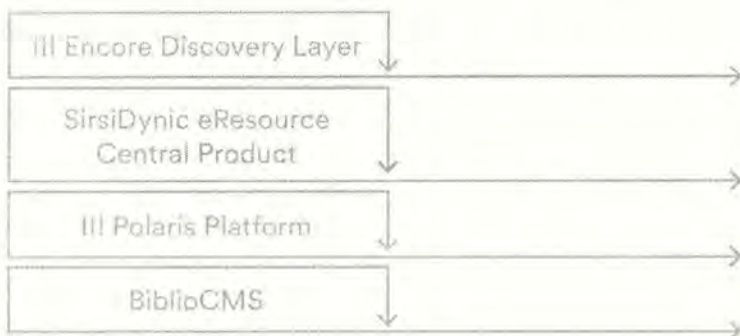
Seamlessly integrate with your ILS and apps.



[www.3m.com/cloud](http://www.3m.com/cloud)  
1-800-944-3512

# Powerfully manage and promote.

Easily make it all work together by integrating with most major ILS platforms.



Know what's working with reporting tools.



Export the reports to Excel for additional data analysis.

- Purchase History
- Circulation Comparison
- Holds
- Patron Utilization
- Wish List
- Top Circulating

We'll send monthly invoices or can work with you to bill early for end-of-year.

Talk to our friendly service team (7AM - 6PM CST) or set up additional direct patron support service.



**3M Library Systems**  
 3M Center, Building 225-4N-14  
 St. Paul, MN 55144 USA  
  
 Phone 1-800-944-3512  
 Email librarysystems1@mmm.com  
 Web mmm.com/cloud

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 1-800-944-3512

## Bibliotheca Project Team



### **Shawn Brumley, Business Development Manager**

877-207-3127 ext. 375 | [s.brumley@bibliotheca.com](mailto:s.brumley@bibliotheca.com)

Shawn joined 3M Library Systems in January 2000. Throughout his 3M career, he has held various sales positions and covered 18 different states. Shawn's experience allows him to utilize best practices from past library implementations to work with new accounts to ensure their installations are successful. This includes developing the proper product mix to align with the library's goals to ensure success. Shawn is Six Sigma Green Belt certified, and is also a 13-time recipient of the 3M 100% Club Award. Some of his most recent projects include

Austin Public Library, Wichita Falls Public Library, Rio Rancho Public Library, San Antonio Public Library and Houston Public Library. Shawn received his bachelor's in Business Administration in Marketing at the University of North Texas. He lives in Denton, Texas with his wife, son and daughter.



### **Megan Franklin, Customer Account Manager**

877-207-3127 ext. 314 | [m.franklin@bibliotheca.com](mailto:m.franklin@bibliotheca.com)

Megan joined Bibliotheca in 2015, after working at 3M Library Systems since 2012. While at 3M, Megan helped many libraries across the United States implement Tattle-Tape, SelfCheck and RF solutions. Some of her accounts included Purdue University and Boston Public Library. One particular project that Megan is especially proud of is the Tattle-Tape™ implementation at VR Eaton High School in Fort Worth, Texas. The district built a brand new high school for their community, and were able to upgrade their

system from RF to a brand new Tattle-Tape™ system with five Select Series gates, Tattle-Tape™ strips and circulation hardware. The library staff were thrilled to be using the new technology, and students enjoyed the modern, updated look. Megan received her Bachelor's of Arts degree in Business Management and Dance from Luther College in Decorah, Iowa.

## Company Leadership



### **Matt Tempelis, President of Americas**

Having spent over 20 years within the 3M Corporation, Matthew comes with a wealth of experience in sales, product management, business development and management. He was the previous CEO of the 3M Library Systems division for 5 years, during which time he transformed them from a security business into one of the leading digital providers in the library industry. Coming from Seattle, Matthew grew up in the grunge era (think Pearl Jam, Soundgarden and Nirvana) and still loves

that music today. He is fluent in Spanish and lives in St. Paul, with his wife Lori and 3 children; Alexia, Connor and Lianna.

### **Al Coalla, President of Sales**

Al has worked in sales and technical support management as well as account & product development and library service companies for more than 22 years. Al has served as President, North America for Bibliotheca since October 2012. Since taking the reins, Al realigned the North American organization by growing the Support and Project Delivery teams, doubling the Sales team, and creating a Customer Account Management team. He is interested in the perpetual improvement of products and services for libraries.



### **John Lehman, Operations Manager**

Before joining Bibliotheca in 2015, John served as the Service Manager at 3M Library Systems since 2002. He was responsible for leading technical services, field services, and software support activities and programs that were designed to meet and exceed customers' expectations. John was also a valuable resource for providing input on technical responses to customer requests for proposals, and participated in product demonstrations and periodic onsite customer visits. John received his Bachelors in Organizational Management and Communications, with a focus in Information Technology Systems and Support from Concordia College in St. Paul, MN. John also holds a Six Sigma Green Belt Certification.



### **Bryan Pasteryk, Director of Sales**

Bryan has been in technology sales for more than 20 years, where he has held many positions in companies large and small. Bryan has been dedicated to the library market since 2003, and has extensive experience with RFID, Automated Materials Handling, and time and print management. Throughout Bryan's 10-year career in the industry, he has helped hundreds of libraries convert to RFID. Bryan graduated from Mercyhurst College with a degree in Education and Business Administration.



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the best of both worlds

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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2016-47560

Date Filed:  
04/29/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Bibliotheca, LLC.  
Norcross, GA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The City of San Antonio

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods or other property to be provided under the contract.

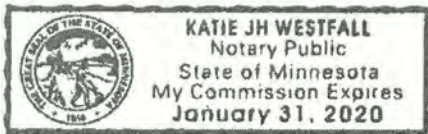
6100007044, V3  
San Antonio Public Library Material Dispensing Equipment Solutions

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Carlson, Brett	Norcross, GA United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Handwritten Signature]*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Katie Westfall this the 29 day of April 2016, to certify which, witness my hand and seal of office.

*[Handwritten Signature]* Katie Westfall Bid WRITER  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath