

# COUNTY OF FRESNO

## REQUEST FOR PROPOSAL

**NUMBER: 208-5362**

## RADIO FREQUENCY IDENTIFICATION SOFTWARE

---

Issue Date: June 4, 2015

Closing Date: JULY 9, 2015

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFP should be directed to: Shannon W. Kirby,  
phone (559) 600-7116 or e-mail [countypurchasing@co.fresno.ca.us](mailto:countypurchasing@co.fresno.ca.us).

Check County of Fresno Purchasing's Open Solicitations  
website at <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>  
for RFP documents and changes.

Please submit all Proposals to:

County of Fresno - Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702-4599

---

### BIDDER TO COMPLETE

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED PROPOSAL SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE "COUNTY OF FRESNO PURCHASING STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR PROPOSALS (RFP'S)" ATTACHED.

---

COMPANY

---

ADDRESS

---

CITY

STATE

ZIP CODE

---

( )

( )

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

---

SIGNED BY

---

PRINT NAME

TITLE

**COUNTY OF FRESNO PURCHASING**  
**STANDARD INSTRUCTIONS AND CONDITIONS FOR**  
**REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)**

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

**GENERAL CONDITIONS**

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

**1. BID PREPARATION:**

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

**2. SUBMITTING BIDS:**

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his

or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

**3. FAILURE TO BID:**

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

**4. TAXES, CHARGES AND EXTRAS:**

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

## Proposal No. 208-5362

### 5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

### 6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

### 7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

### 8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

### 9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

### 10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the

vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.
- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

### 11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

### 12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

### 13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

### 14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

### 15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

## Proposal No. 208-5362

### 16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

### 17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures if PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

### 18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

### 19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons

authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

### 20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

### 21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

### 22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

## Proposal No. 208-5362

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

### 23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (**second floor**), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

\* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

### 24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

#### ADMINISTRATIVE POLICY NUMBER 5

##### Contract Salary Limitation Fresno

County Administrative Policy No. 5 provides that in contracts with non-profit organizations that primarily serve Fresno County and professional service contracts where Fresno County is the sole client, the contractors must agree to the following contract language: "The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of the agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno." Any bidder that wishes an exemption

from this contract requirements must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors can approve such exemption.

**Policy Statement:** Contractors shall be limited to a maximum 15% administrative cost as compared to the total program budget and employee benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno."

The above provision shall be applied to renewal or multi-year contracts with non-profit organizations which primarily serve Fresno County and professional services contracts where

Fresno County is the sole client, such as:

- Community based organization service contracts related to social services, health services, or probation services.
- Cultural art program contracts.
- Professional services contracts.

This policy will not apply to contracts between the County and the Federal or State governments; or one-time contracts. The Board of Supervisors will consider exemptions to this policy only upon the recommendation of the County Administrative Office.

**Management Responsibility:** It shall be the responsibility of any County official authorized by the Board of Supervisors to execute contracts or enter into agreements on behalf of the County to review all applicable contracts to insure that this policy is fully enforced.

It shall be the responsibility of the County Administrative Officer to review requests for exemptions to this policy and to make recommendations to the Board of Supervisors on such requests for exemption.

#### ADMINISTRATIVE POLICY NUMBER 34

##### Competitive Bids and Requests for Proposals

Fresno County Administrative Policy No. 34 provides that no person, firm or subsidiary thereof who has been awarded a consulting services contract by the County, may submit a bid for, or be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. Any bidder that wishes an exemption from this contract limitation must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors, on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County, can waive this policy.

**Definitions:** Purchasing Authority and Responsibility – In accordance with the State of California Government Code Section 25500 et seq., and the Fresno County Ordinance Code Chapter 2.56, the Board of Supervisors has established a County Purchasing Agent. The Board has designated the County Administrative Officer as the Purchasing Agent. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the Purchasing Agent to satisfy the acquisition requirements of the County.

## Proposal No. 208-5362

The Purchasing Agent may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

**Policy Statement:** Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head including a detailed description of the facts justifying the exception. The request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or Purchasing Agent/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

- In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety, or for the protection of County property.
- When the contract is with a federal, state, or local governmental agency.
- When the department head, with the concurrence of the Purchasing Agent, finds that the cost of preparing and administering a competitive bidding process in a particular case will equal or exceed the estimated contract amount or \$1,000 whichever is more.
- When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.
- When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
- When in unusual or extraordinary circumstances, the Board of Supervisors or the Purchasing Agent/Purchasing Manager determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

Contracts for services should not usually cover a period of more than one year although a longer period may be approved in unusual circumstances. Multiple year contracts must include provisions for early termination and must be contingent on available funding. Unless exempted as provided for above, no contract for service shall extend, either by original contract or by extension, beyond three years unless competitive bids have been sought or a Request for Proposal has been processed.

During any competitive bidding procedure, all bids shall be opened publicly and the dollar amount of each bid shall be read aloud. Under no circumstance shall a bid which is received at the designated place of opening after the closing time be opened or considered.

Contracts for goods or services shall not be effective until approved by the Board of Supervisors or, if appropriate, the Purchasing Agent/Purchasing Manager. Contractors and vendors shall be advised by the responsible department head that performance under the contract may not commence prior to such approval.

### Medical Professional Contracts

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent physicians contracting with the County on a fee for service basis.

A salary survey for physician services shall be conducted every two years.

Contracts for physician services shall not extend, either by original contract or by extension, beyond five years unless competitive bids have been sought or unless exempted as provided above.

### Contracts for Legal Services

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent law firms and attorneys contracting with the County on a fee for service basis.

A salary survey for legal services shall be conducted every two years.

The selection of and contracting with firms to provide legal services shall be coordinated through the County Counsel's Office. The County Counsel shall assist in securing a law firm with the requisite legal expertise and price structure that would provide the best service to the County. County Counsel shall be involved throughout the process of selecting a firm, developing a contract, and monitoring the billing and services provided throughout the contract period.

### Prohibited Bids Concerning End Product of Consulting Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract by the County, shall be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This policy may be waived by the Board of Supervisors on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County.

**Management Responsibility:** The County Administrative Officer is responsible for preparing and issuing written procedures to assure compliance with this policy by all County officials and departments.

## ADMINISTRATIVE POLICY NUMBER 71

### Prohibiting the Use of Public Funds for Political Advocacy

Fresno County Administrative Policy No. 71 provides that no County assets, including money, shall be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot. No contract entered into by the County shall provide for use of County monies for political campaigns.

**Policy Statement:** Government assets, including money, grant funds, paid staff time, equipment and supplies, facilities or any other government asset shall not be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot.

**Management Responsibility:** Department Heads shall be held responsible for ensuring that government assets within their control are not used to advocate for or against any matter or person that has qualified for the ballot.

This section does not prohibit the expenditure of government assets to create and provide informational or educational materials regarding a matter that has qualified for the ballot. Such information or educational materials shall provide a fair, accurate and impartial presentation of relevant information relating to the matter that has qualified for the ballot. However, government assets shall not be expended to create and provide such informational or educational materials in the 90 days prior to the election unless specifically authorized by the Board of Supervisors or required by the Public Records Act or other law.

# TABLE OF CONTENTS

	<u>PAGE</u>
OVERVIEW .....	3
KEY DATES .....	3
TRADE SECRET ACKNOWLEDGEMENT .....	4
DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS.....	6
REFERENCE LIST .....	9
PARTICIPATION.....	10
GENERAL REQUIREMENTS .....	11
SPECIFIC BIDDING INSTRUCTIONS AND REQUIREMENTS .....	18
SCOPE OF WORK .....	21
REQUESTED ITEMS .....	21
SPECIFICATIONS FOR HARDWARE/SOFTWARE .....	23
SPECIFICATIONS FOR TAGS .....	33
COST PROPOSAL .....	37
PROPOSAL CONTENT REQUIREMENTS .....	38
AWARD CRITERIA .....	41
CHECK LIST .....	42
APPENDIX A – BRANCH INFORMATION.....	43

## OVERVIEW

The purpose of this RFP is to solicit information for the purpose of finding a suitable delivery platform to sustain the use of the Fresno County Public Library's existing radio frequency identification (RFID) enabled self-check, collection management, and security system. The ideal solution will be easy to implement and use by staff and patrons, and will seamlessly integrate these functions.

The items that may be purchased under this contract include but are not limited to the items listed below. Please include these items in your price list/quote:

1. Circulation Stations (For both patron self-check and staff circulation functions)
2. Staff Workstations (For circulation and tagging functions)
3. Security/Detection System
4. Portable Handheld Readers
5. Installation and Training
6. Hardware / Software Technical Support
7. Warranty and Service
8. RFID Tags

## KEY DATES

**RFP Issue Date:** **June 4, 2015**

**Vendor Conference:** **June 18, 2015 at 10:00 A.M.**  
*Vendors are to contact Shannon W. Kirby at (559) 600-7116 if planning to attend vendor conference.*  
County of Fresno Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702

**Deadline for Written Requests for Interpretations or Corrections of RFP:** **June 26, 2015 at 10:00 A.M.**  
E-Mail: [CountyPurchasing@co.fresno.ca.us](mailto:CountyPurchasing@co.fresno.ca.us)

**RFP Closing Date:** **July 9, 2015 at 2:00 P.M.**  
County of Fresno Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702



## TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

**INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.**

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

## TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

	Has submitted information identified as Trade Secrets in a separate marked binder.**
(Company Name)	
	Has <b>not</b> submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.
(Company Name)	

### ACKNOWLEDGED BY:

( )		
Signature	Telephone	
Print Name and Title	Date	
Address		
City	State	Zip

\*\*Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

---



---



---



---



---

## DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS****INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**CERTIFICATION**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

Date: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Name of Agency or Company)

**VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL**

**Firm:** \_\_\_\_\_

**REFERENCE LIST**

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

***Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.***

## PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☐

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐

No, we will not extend contract terms to any agency other than the County of Fresno.

---

(Authorized Signature)

---

Title

**\* Note: This form/information is not rated or ranked in evaluating proposal.**

## GENERAL REQUIREMENTS

**DEFINITIONS:** The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal.

**RFP CLARIFICATION AND REVISIONS:** Any revisions to the RFP will be issued and distributed as written addenda.

**FIRM PROPOSAL:** All proposals shall remain firm for at least one hundred eighty (180) days.

**PROPOSAL PREPARATION:** Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable or any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

**SUPPORTIVE MATERIAL:** Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

**TAXES:** The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

**SALES TAX:** Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

**RETENTION:** County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

**ORAL PRESENTATIONS:** Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

**AWARD/REJECTION:** The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. Award Notices are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.



Award may require approval by the County of Fresno Board of Supervisors.

**WAIVERS:** The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

**TERMINATION:** The County reserves the right to terminate any resulting contract upon written notice.

**MINOR DEVIATIONS:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

**PROPOSAL REJECTION:** Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

**ASSIGNMENTS:** The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

**BIDDERS LIABILITIES:** County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFP.

**CONFIDENTIALITY:** Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

**NEWS RELEASE:** Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the County of Fresno.

**BACKGROUND REVIEW:** The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

**PERFORMANCE BOND:** The successful bidders may be required to furnish a faithful performance bond. Bidders are to quote a separate price for a performance bond.

**ACQUISITIONS:** The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, or to make no acquisition at all.

**OWNERSHIP:** The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, upon request of the proposed programs/services/goods.

**EXCEPTIONS:** Identify with explanation, any terms, conditions, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply.

**ADDENDA:** In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

**SUBCONTRACTORS:** If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

**CONFLICT OF INTEREST:** The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

#### **ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED**

No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

**EVALUATION CRITERIA:** Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

**SELECTION PROCESS:** All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make

the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

**INDEPENDENT CONTRACTOR:** In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the COUNTY or to the Agreement.

**HOLD HARMLESS CLAUSE:** Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

**SELF-DEALING TRANSACTION DISCLOSURE:** Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

**PRICE RESPONSIBILITY:** The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation

arising out of the contract, without first having obtained the express written consent of the County.

**ADDRESSES AND TELEPHONE NUMBERS:** The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

**ASSURANCES:** Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

**INSURANCE:** Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Library Business Manager, 2420 Mariposa Street, Fresno, CA 93721, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

**AUDIT AND RETENTION:** The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

**DEFAULT:** In case of default by the selected bidder, the County may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

**BREACH OF CONTRACT:** In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

**CONFIDENTIALITY**

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

**APPEALS**

Appeals must be submitted in writing within \*seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2<sup>nd</sup> Floor, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within \*seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

\*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

**RIGHTS OF OWNERSHIP**

The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

## SPECIFIC BIDDING INSTRUCTIONS AND REQUIREMENTS

**ISSUING AGENT:** This RFP has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

**AUTHORIZED CONTACT:** All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

**VENDOR CONFERENCE:** On June 18, 2015 at 10:00 A.M., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2<sup>nd</sup> Floor, Fresno, California. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Shannon W. Kirby at County of Fresno Purchasing, (559) 600-7116, if they are planning to attend the conference.

**NUMBER OF COPIES:** Submit **one (1) original, with two (2) \*reproducible compact discs and eight (8) copies** of your proposal no later than the proposal closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

**\*Bidder shall submit two (2) reproducible compact discs (e.g.: PDF file) containing the complete proposal excluding trade secrets. Compact discs should accompany the original binder and should be either attached to the inside cover of the binder or inserted in an attached sleeve or envelope in the front of the binder to insure the discs are not misplaced.**

**INTERPRETATION OF RFP:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds

discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than June 26, 2015 at 10:00 a.m. Questions must be directed to the attention of Shannon W. Kirby, Purchasing Analyst.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to [CountyPurchasing@co.fresno.ca.us](mailto:CountyPurchasing@co.fresno.ca.us).

**NOTE:** The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

**SELECTION COMMITTEE:** All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

**CONTRACT TERM:** It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods based on mutual written consent. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

**PAYMENT:** The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

**AUDITED FINANCIAL STATEMENTS:** Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

**CONTRACT NEGOTIATION:** The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

**NOTICES:** All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.



**EPAYMENT OPTION:** The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: [www.bankofamerica.com/epayablesvendors](http://www.bankofamerica.com/epayablesvendors) or call Fresno County Accounts Payable, 559-600-3609.

**LOCAL VENDOR PREFERENCE:** The Local Vendor Preference **does not** apply to this Request for Proposal.

## SCOPE OF WORK

The County of Fresno on behalf of the Fresno County Public Library (FCPL) is requesting proposals from qualified vendors to provide the following minimum requirements, specifications and conditions which the proposer must comply with. Bidders are to use this section to describe the essence of their proposal. This section should be formatted as follows:

- A. A general discussion of your understanding of the project, the scope of work proposed and a summary of the features of your proposal.
- B. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as the "Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it addresses. Bidders must explain how their approach and method accomplishes or satisfies each of listed items.

## REQUESTED ITEMS

The purpose of this RFQ is to solicit information for the purpose of finding a suitable delivery platform to sustain the use of the Fresno County Public Library's existing radio frequency identification (RFID) enabled self-check, collection management, and security system. The ideal solution will be easy to implement and use by staff and patrons, and will seamlessly integrate these functions.

The items that may be purchased under this contract include but are not limited to the items listed below. Please include these items in your price list/quote:

1. Circulation Stations (For both patron self-check and staff circulation functions)
2. Staff Workstations (For circulation and tagging functions)
3. Security/Detection System
4. Portable Handheld Readers
5. Installation and Training
6. Hardware / Software Technical Support
7. Warranty and Service

## INTRODUCTION and BACKGROUND

### Library System

The Fresno County Public Library has 37 locations including large urban, medium city/suburban and isolated rural libraries spread across 5,000 square miles with a population of 966,000. It is a member of the San Joaquin Valley Library System (SJVLS) which is comprised of 10 library jurisdictions and 108 individual library locations across the San Joaquin Valley. All the members share a single SirsiDynix Horizon (7.5.2 ) integrated library system (ILS) managed by System staff in Fresno. The system is planning to migrate to Evergreen, an open source ILS in March 2016. There is a high level of interlibrary borrowing between members. All library branches are

on the SJVLS telecommunications network which has its hub in Fresno and computers are on a single Windows 2012 network.

As of this date, SLVJS members use a variety of RFID systems from the following vendors; 3M, Bibliotheca, TechLogic, Envisionware. Because SJVLS members share a single ILS, we routinely share materials with one another and all RFID systems must be compatible.

#### Library Collection

The Library's circulating collection includes hard cover and paperback books, DVDs, music CDs, books on CD, digital audio books, and children's books, and book/CD combinations. The Library typically adds 63,115 books and 36,861 audio visual items to its collection every year. As of June 2014, the library held 872,877 books, 102,314 audio materials and 121,503 video materials.

#### Circulation Statistics

Over 4.2 million items were checked out from the Fresno County Public Library during the 13-14 fiscal year. Total patron count is approximately 306,507. Circulation is expected to increase by 3 % by end of the 14/15 fiscal year.

#### Existing and Future Use of RFID

The Library implemented RFID for circulation and security beginning in 2005. Materials at 15 of its 37 locations are tagged and these locations use RFID for self-check and security. An additional seven locations use the same RFID software installed to enable self-check using the barcode only – no RFID tags, antennas or security gates. This allows the branch to reap some of the benefits of self-check while waiting to convert to the RFID self-check system. These 22 existing self-check locations accounted for approximately 90% of 4.2 million items checked out last year. See Appendix XXX for a list of the Library's branches showing their circulation, physical size and collection size.

The Library has always used RFID tags that are compliant with the ISO 15693 standard for libraries, programmable by Feig MR-101 model library readers/antennas to the data model established by the Library's RFID equipment vendor, Tech Logic, Inc. All RFID hardware and software under this RFQ must be compatible with existing RFID tags and equipment.

As of this date, SLVJS members use a variety of RFID systems from the following vendors; 3M, Bibliotheca, TechLogic, Envisionware. Our current RFID system is capable of checking in and out materials with 3M, Bibliotheca, and Techlogic tags and activating/deactivating the security bit. Because of the high volume of interlibrary borrowing within SJVLS members, it is imperative the RFID system is capable of reading materials that contain tags from other vendors as well as materials with only barcode identification in a way that is simple and direct for all users. The Library places a high priority on this functionality.

The Library's current RFID system provides the flexibility to install "stand-alone" self-check units away from the circulation desk, as well as convert any existing circulation stations into self-check stations. The latter configuration allows staff to easily access other ILS functions as needed during the self-check transaction and eliminate the need for the customer to seek assistance at another service point. The Library places a high priority on this flexibility / functionality.

## SPECIFICATIONS FOR HARDWARE/SOFTWARE

Indicate if you can comply with the specifications below:

	<u><b>Comply</b></u> <u><b>Not Comply</b></u>
<b>A. Overall Requirements</b>	
1. All hardware and software under this RFQ must be compatible with existing RFID system which uses Feig MR-101 model library readers/antennas and Feig ID ASC.ANT1400/700 (Type A & B) security gates.	
2. The system shall be compatible with Library's standard computers used for circulation, barcode scanners, and receipt printers.	
3. The system must use 13.56 MHz ISO 15693-3 and ISO 18000-3 mode 1 RFID technology and follow NISO 2008 recommendations for library RFID.	
4. All system components must be UL and FCC Part 15-Certified, SIP2, RS-232, TCP/IP Ethernet 10/100 and 802.11b (wireless) compliant.	
5. The system must provide application-specific software to incorporate all hardware (security/detection systems, staff station readers, tagging stations, patron self-check stations, portable hand-held readers, etc.), the RFID tags and any other RFID related hardware into the system.	
6. The system must interface with the Library's existing automated library system (ILS) using the SIP 2 or Enhanced SIP Protocol (ESP) protocol	
7. The system must not interfere with other equipment, automated library system clients or PCs that may be nearby.	
8. Software functionality is not affected by computer security, specifically use of Windows group policies.	
9. The system and all of its components must be entirely compatible with, and in no manner interfere with, the ILS, its computer clients, or other components.	
10. The system must be able to connect through the Library's Ethernet network via an RJ-45 connector and/or secured wireless network.	
11. To ensure ready availability of components, parts, and supplies, all major elements of the system should be warehoused in U.S.A.	

	<u>Comply</u> <u>Not Comply</u>
12. Health & Safety	
a. The system, or any of its components, must not be harmful to, or interfere with, the health and well being of patrons and staff, i.e. heart pacemakers, hearing aids, etc.	
b. The system, or any of its components, must not be harmful to, or interfere with, any materials in the Library collection, such as audio and videotapes, CDs and DVDs.	
c. Detection and security corridors must be in compliance with relevant ADA requirements.	
13. The system must be able to read the following types of item barcodes: 10-digit Codabar symbology (check digit Model 10-Type 0) and 14-digit Codabar symbology.	
14. The system must be able to read patron library cards with 10-digit Codabar symbology (check digit Modulus 10). Indicate if any other card types are capable of being read.	
<b>B. Circulation Stations – These specifications apply to stations used by patrons as well as staff for circulation.</b>	
1. The proposed system must be able to mount in, on, or under the work surface of a circulation station.	
a. State the dimensions (l x w x h) of the reader pad. ____x____x____	_____
2. The proposed system must have a minimum RFID read range of 7 – 12 inches.	
3. The system's RFID self-check units must be able to read item-specific identification numbers, communicate with the ILS to reduce the Library's inventory, and turn the security bit off.	
4. The system must process multiple RFID-tagged items for both check in and check out functions.	
5. The system must be dual function – capable of processing RFID tags or item bar codes in the same transaction.	
6. The proposed system must provide a displayed count of the number of items processed simultaneously to ensure complete check in and check out transaction processing.	
7. The proposed system readers must be able to read tags and display the information thereon.	

	<u>Comply</u> <u>Not Comply</u>
8. The system must use an anti-collision algorithm that does not limit the number of tags which can be simultaneously identified and read.	
9. The system must be operable by touch screen for patron self check.	
10. The system must have the ability to print out cumulative receipts with custom library information as determined by the Library.	
11. The system stations must check out all print and non-print material types without damage.	
12. The system must be capable of reading item barcodes located in various locations, including inside or outside, top or bottom of the front or back cover, or inside on the top or bottom of the front or back fly page.	
13. The system must have customizable messages based on patron and item status.	
14. The system must display ILS system information relating to the patron or item status.	
15. The system must provide visual and audible feedback during the transaction.	
16. The system must have the ability to display select information from patron record, such as number of items checked out, number of items on hold and outstanding fine information.	
17. The system must have customizable animations and instructions.	
18. The system must have the capability to display self-check unit banners, and instructions in multiple languages, including but not limited to English and Spanish. Indicate what other languages are supported.	
19. The system must deactivate the theft or security bits on the materials when checked out.	
20. The system must deactivate the theft or security bits within one second of discharging the item.	
<b>C. Reporting</b>	
1. The system must provide performance statistics that can be exported in a format that can be analyzed using standard office productivity software.	

	<u>Comply</u> <u>Not Comply</u>
2. Data must be broken down by location, day of the week and hour of the day. Data to include: Number of transactions, type of transaction, and number of successful and unsuccessful transactions.	
3. Reports can be run locally or from a central location.	
<b>D. Staff Workstations – These stations are used primarily for tagging and check in away from the circulation desk.</b>	
1. The system must have the ability to read, program, and reprogram RFID tags.	
2. The system must be able to be used for check in and check out of library materials and activate/deactivate the security bit accordingly.	
3. System hardware must be able to be integrated into Library's own furniture.	
4. The system must have on or in counter installation options.	
5. The system must be dual function: capable of processing RFID tags or barcodes.	
6. The system readers must be able to read tags and display the information thereon.	
7. The system must not require mouse activations to process most items. (Exceptions made for configuration changes, error handling, or tag reprogramming situations.)	
8. The system must be capable of reading item barcodes located in various locations, including inside or outside, top or bottom of the front or back cover, or inside on the top or bottom of the front or back fly page.	
9. The system must have a minimum RFID read range of 7 – 12 inches.	
10. The system must allow configuration of item identifier parameters to automatically prevent programming of partially scanned or incorrectly scanned barcodes.	
11. The system must simultaneously process multiple RFID-tagged items for check in and check out.	
12. The system must use an anti-collision algorithm that does not limit the number of tags, which can be simultaneously identified and read.	

	<u>Comply</u> <u>Not Comply</u>
13. The system must provide a displayed count of the number of items processed simultaneously to ensure complete check-in/out transaction processing.	
14. Check in can be performed within the Library's ILS using the reader/antenna to read the tags and deactivate the security bit.	
15. The system must provide the option to program tags as either locked or unlocked.	
16. The system must allow the user to program tags in standalone mode, not requiring a connection with the Library's ILS.	
17. The system must provide the ability to print/dispense tags as they are programmed. Include specifications for any special equipment needed to print the tags.	
18. State the typical conversion rate (# items per hour) for programming and adhering tags. Include rate for pre-printed tags and if different, the rate for printing tags in house.	
<b>E. Detection System</b>	
1. The system must have a read range of at least eighteen inches (18") in either direction of each gate.	
2. The system must provide a false alarm rate of less than 0.1%.	
3. The system must offer multiple install options, including:	
a. Direct mount w/ ADA compatible threshold plate	
b. Base plate, only minor floor modification (e.g. drilling -required for installation)	
c. Buried cables (recessed conduit under finished floor or saw cut in finished floor)	
4. The dual aisle exit system/detection systems must create an opening of at least 36 inches.	
5. The security/detection systems must be come in different colors or styles to fit in with the Library's décor.	
6. The system must be able to issue visible and audible warnings.	
7. Tags with theft or security bits that are "on" must immediately trigger an alarm.	



	<u>Comply</u> <u>Not Comply</u>
8. Staff working at the circulation desk must be able to determine what item has triggered an alarm.	
9. The system must provide item security even when the Library's integrated library system (ILS) host system or network is off-line or not functioning.	
10. The security/detection systems must be shielded from external interference from light fixtures, elevator motors, etc.	
11. The system must alarm on "active" tags in library materials only when activated by exiting patrons. Describe any limits on the proximity of tagged materials to the security/detection system.	
12. The system must contain a built-in, patron counter which may be easy read and reset by Library staff.	
<b>F. Portable Handheld Reader</b>	
1. The portable handheld reader must be a cordless, one-piece design, to be held in one hand.	
2. The portable handheld reader must feature a touch screen display and use a removable memory card.	
3. The total weight of the portable handheld reader must weigh less than 30 ounces, including battery, RFID reader, antenna, display and computing unit, and any other components that must be carried by the user	
4. The portable handheld reader must be easily set down on a library shelf or cart when necessary to free the user's hands.	
5. The portable handheld reader must incorporate an ergonomic design, to aid user in reading shelves at all levels easy to use and be relatively non-stressful to wrist, arm, shoulder and elbow.	
6. The portable handheld reader battery life must allow the user to work for at least 4 hours before charging or changing batteries is required	
7. The portable handheld reader must have built-in diagnostics for troubleshooting.	
8. The portable handheld reader must use an anti-collision algorithm that does not limit the number of tags which can be simultaneously identified and read.	

	<u>Comply</u> <u>Not Comply</u>
9. The portable handheld reader must have the capacity to download at least 500,000 items from Library's automation system onto the portable handheld reader memory medium.	
10. The portable handheld reader must have the capacity to read multi-line, fixed-length-field, or delimited-field records from an electronic file containing shelf or search lists and create a portable database for use in a portable handheld RFID reader.	
11. The proposed portable handheld reader must accommodate data collection simultaneously with other functions	
12. The handheld reader must direct the user to items on such lists and provide a way to keep track of which items have been found and which have not been found.	
13. The portable handheld reader must be multi-functional to provide efficient collection management including:	
a. The proposed portable handheld reader must accommodate Shelf order checking: to locate items that are out of place on the shelves. This capability must be sensitive enough to locate items that are out of place by as little as 5 inches.	
b. The proposed portable handheld reader must accommodate Data collection: to collect and store identifiers of items scanned, and store those items in user-defined categories for upload. This capability must allow storage of up to 1 million items prior to upload.	
c. The proposed system must accommodate Sorting: to assist a user with sorting items on a shelf or cart.	
d. The proposed system must accommodate Shelving: to assist a user with shelving an item.	
e. The proposed system must accommodate Searching: to identify items on multiple, user defined search lists, (e.g. Missing, Claims Returned, Billed and Paid, inventory, shelf order, item searches, etc.	
f. The search capability must be active during order checking, data collection, sorting, pulling, and finding functions, with option to turn it off if desired.	
g. The proposed system must accommodate Pulling: to assist the user with finding items on hold (reserve) or weed lists, or other user-defined lists available from the circulation system.	

	<u>Comply</u> <u>Not Comply</u>
h. The proposed system must accommodate Finding: to allow a user to quickly enter search criteria directly into the device, then search for items which meet that criteria.	
i. The proposed system must accommodate secure status checking: to allow a user to identify individual items which have not been properly checked out and have caused an alarm of the security/detection system. This capability must allow display of the title of item on the device.	
j. Secure status checking capability must also allow the user to scan items on library carts or counters to identify individual items which have not been properly checked in, before re-shelving.	
14. The portable inventory reader must be programmable to search for items individually, as well as in batches of multiple items.	
15. The proposed system must validate item identifier (barcode) data from input lists and provide a log of errors found.	
16. The proposed system must allow specification of categories for collection of data from RFID tags. Examples of categories include In House Use, New Item Processing, etc.	
17. The proposed system must process results of data collection sessions or pull sessions, reading these results from the memory card and creating PC files containing lists of collected data, lists of items pulled, and lists of items not pulled.	
18. The proposed portable handheld reader must have the ability to download barcodes to the Library's circulation system.	
19. The proposed portable handheld reader must have an audible tone and visible indicators to verify item has been identified. The audible tones shall be adjustable by the user.	
20. The proposed portable handheld reader must be able to read RFID tags from a four-inch (4") range.	
<b>G. Installation and Training</b>	
1. The initial installation training will be performed by vendor staff and take place at the Fresno County Public Library.	
2. After installation and management training at one location, local library technicians should be able to install the solution at the remaining sites using vendor-supplied documentation and with telephone/WebEx assistance.	

	<u>Comply</u> <u>Not Comply</u>
3. The Library requires technical manuals and user manuals, plus any other materials that are typically distributed during training. Operation manuals must be provided with the equipment.	
4. The Library requires that manuals also be available on electronic format with unlimited distribution within the Library, and shall be supplied free of charge.	
5. The Library requires interaction with the vendor sales staff and technical support staff during installation planning, the installation phase and follow-up immediately after such installation.	
6. Vendor must also be available for consultation on placement of hardware to accommodate network infrastructure, power and ventilation requirements, building restrictions, etc., and to maximize the workflow, staffing and patron convenience issues	
7. Any introductory operator / user / staff training shall be provided at no charge.	
<b>H. Hardware and Software Technical Support</b>	
1. Provide access to live technical support between 8am and 5pm ST/PDT Monday-Friday.	
2. Provide an online system to report and track support requests.	
<b>I. Warranty And Service Requirements</b>	
1. The vendor must provide an all-inclusive 12-month warranty on equipment, software, and components and offer additional options for extending the warranty period.	

**Please provide a narrative response to the following questions:**

1. Describe the minimum and recommended hardware required for your solutions and compatible operating systems.
2. Describe the network topology of your solution in both the branch and the broader system context. Include the WAN bandwidth required and the sensitivity to latency in network
3. Describe how your system will authenticate users against the Horizon borrower database. What access controls are available to limit access by some users?
4. Describe the system's ability to allow patrons to pay fines at a self check station without staff intervention including additional equipment required beyond the self check station itself.

5. Describe the system's ability to perform off-line transactions and maintain records of all barcodes checked out when the ILS is offline. Include information about turning on/off the security feature on RFID tags to allow secure Library operation during offline situations and uploading transactions when the ILS is back online.
6. The Fresno Central Library is the only location which uses 3M™ Tattletale™ security strips and corresponding security gates. Describe the system's ability to use self check in this situation until the branch can be converted to RFID for circulation and security.
7. Describe the system's ability to open locked audiovisual security cases after successful check outs including specific security case models required.
8. Describe options available for a portable tagging station that can be used in the book stacks at the branch.
9. Describe the reporting options available for your system.
10. Describe your support operations, including hours of availability, methods of contact, and number of dedicated support desk personnel.
11. Describe options for leasing equipment.
12. Describe options and pricing for additional staff training periods and topics beyond the required introductory training.
13. Describe options for extending the warranty period on parts and labor beyond the required 12-month period.

## SPECIFICATIONS FOR TAGS

The library has always used RFID tags that are compliant with the ISO 15693 standard for libraries, programmable by Feig MR-100 model library readers to the data model established by the library's current RFID equipment vendor, Tech Logic, Inc. **All RFID Tags under this RFQ must be compatible with existing RFID tags and equipment.**

Indicate if you can comply with the specifications below. If compliance differs based on the type/size/shape/functionality of the tag, provide specs for each type separately.

**Comply or**  
**Not Comply**

### SPECIFICATIONS:

A. Tags are compatible with the current RFID system in place at the library as described above.	
B. Vendor can offer tags from multiple manufacturers.	
1. List the available manufacturers below:	
C. Availability	
1. To ensure ready availability, tags/supplies are warehoused in the U.S.	
2. List the standard turn around time (in weeks) once tags are ordered:	
a. Blank	
b. Pre-Printed	
c. Pre-Programmed / Pre-Printed	
d. Other:_____	
D. Tags are compliant with 13.56 MHz ISO 15693-3 and ISO 18000-3 mode 1 RFID technology and follow NISO 2008 recommendations for library RFID.	
E. Tags use the NXP ICODE SLI chip.	
F. Memory	

**Comply or  
Not Comply**

1. Tags have memory capable of holding additional information including item type, multi-part set identifier, branch ownership, and sorting location.	
2. The proposed system must provide tags with a range of memory options that can be used simultaneously in the library.	
<p>a. List the minimum and maximum memory capacity of tags.</p> <ul style="list-style-type: none"> <li>• Minimum _____</li> <li>• Maximum _____</li> </ul>	
G. Tag must possess anti-collision capabilities.	
1. State the collision rate / # of tags that can be read simultaneously. _____	
H. Tag's data model provides for multiple functions, e.g., security, inventory control, self-service, based on the library's parameters specifying data to save on the tag.	
I. Read Range	
1. What is the effective read range of the tags? _____	
J. Tags have a read/write design.	
1. RFID tag is fully re-writeable for all data including the item identifier field.	
2. Tag has portions of memory that can be locked (for item number) and portions that can be re-programmed (branch and/or shelving location code).	
3. Each memory portion must be able to be locked independently of other portions.	
K. Tags can be ordered preprogrammed based on a range of sequential barcodes supplied by the library with an imprint of the physical barcode on the tag which can be read by the library's scanners.	
L. Tag uses a low acid or neutral pH adhesive.	
M. Tags are available that fit all standard types of library materials: books, magazines, CD/DVDs, audio books, etc.	
N. CD/DVD Tags	

**Comply or  
Not Comply**

1. Tag may be placed directly on a disc of SINGLE sided DVD so as not to cover any area on which data is stored.	
2. Tag may be placed directly on a disc of a DOUBLE sided DVD so as not to cover any area on which data is stored.	
3. Does the CD/DVD tag require additional materials be applied in conjunction with the tag, (i.e. boosters, overlays, etc.)	Yes / No
4. Is there an "all-in-one" CD/DVD tag available that eliminates the need for additional boosters, overlays, etc. while maintaining the same or higher read range?	Yes / No
O. Tag Imprint	
1. RFID tags can be customized by overprinting of the Library's name, logo and other identification.	
2. Offered with the following options	
a. Blank	
b. 1-color	
c. 4-color	
3. Is this imprinted directly on the tag or on a separate label that is applied over the tag?	
<input type="checkbox"/> imprinted directly on the tag; or	
<input type="checkbox"/> separate label	
P. Tag Failure Rate	
1. What is the failure rate of the tags?	
2. Inoperative tags must be clearly marked by the manufacturer.	
Q. Tag Life / Warranty	
1. RFID tag is guaranteed for the life of the item on which it is originally affixed.	
2. Tag is warranted for defects and if defective will be replaced at no cost to the Library.	



## Tag Samples, Dimensions and Pricing

The Library requests that samples of available tags be included with an attachment detailing specifications of physical dimensions of all tags including inner and outer diameters and thickness as appropriate and pricing for each tag type.

**Please provide a narrative response to the following questions:**

1. Describe how the manufacturer marks tags that are inoperative.
2. If the CD/DVD tag requires additional materials be applied in conjunction with the tag, (i.e. boosters, overlays, etc.), describe the supplies and workflow required.

## COST PROPOSAL

Reminder: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted. Fresno County pays California State Sales Tax regardless of vendor's place of doing business.

- A. Unit cost shall be provided for all system components separately including hardware, software, RFID tags and other supplies. If a price break is available for a larger number of units, quote the next price tier.
- B. Cost of hardware maintenance for first year as follows:
  - a. Normal business hours
  - b. 24 hours/day – seven days a week
- C. Cost of optional hardware maintenance for additional years.
- D. Cost of software maintenance for first year as follows:
  - a. Normal business hours
  - b. 24 hours/day – seven days a week
- E. Cost of optional software maintenance for additional years.
- F. Cost of optional custom programming as an hourly rate with minimum time.

## PROPOSAL CONTENT REQUIREMENTS

**It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team's item by item comparison of each proposal item. The vendor's proposal may be placed at a disadvantage if submitted in a format other than that identified below.**

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

**Each binder is to be clearly marked on the cover with the proposal name, number, closing date, "Original" or "Copy", and bidder's name.**

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

**Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.**

The content and sequence of the proposals will be as follows:

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
  - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. In this section the bidder should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.

- V. TRADE SECRET:
  - A. Sign where required.
- VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS
- VII. REFERENCES
- VIII. PARTICIPATION
- IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:
  - A. Exceptions to General Conditions.
  - B. Exceptions to General Requirements.
  - C. Exceptions to Specific Terms and Conditions.
  - D. Exceptions to Scope of Work.
  - E. Exceptions to Proposal Content Requirements.
  - F. Exceptions to any other part of this RFP.
- X. VENDOR COMPANY DATA: This section should include:
  - A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
  - B. Descriptions of any similar or related contracts under which the bidder has provided services.
  - C. Descriptions of the qualifications of the individual(s) providing the services.
  - D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
  - E. A brief description of the bidder's current operations, and ability to provide the services.
  - F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
  - G. Describe all contracts that have been terminated before completion within the last five (5) years:
    - 1. Agency contract with
    - 2. Date of original contract

3. Reason for termination
4. Contact person and telephone number for agency
- H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
  1. Location filed, name of court and docket number
  2. Nature of the lawsuit or legal action
- I. Describe any payment problems that you have had with the County within the past three (3) years:
  1. Funding source
  2. Date(s) and amount(s)
  3. Resolution
  4. Impact to financial viability of organization.

XI. SCOPE OF WORK:

- A. Bidders are to use this section to describe the essence of their proposal.
- B. This section should be formatted as follows:
  1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
  2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
- C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
- D. A complete description of any alternative solutions or approaches to accomplishing the desired results.

XII. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.

XIII. CHECK LIST

## AWARD CRITERIA

### **COST**

- A. As submitted under the "COST PROPOSAL" section.

### **CAPABILITY AND QUALIFICATIONS**

- A. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- B. Does the bidder demonstrate knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes and effective operating principles required to provide this service?
- C. The amount of demonstrated experience in providing the services desired in a California County.

### **MANAGEMENT PLAN**

- A. Is the organizational plan and management structure adequate and appropriate for overseeing the proposed services?

## CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

*Check off each of the following:*

1. \_\_\_\_\_ The Request for Proposal (RFP) has been signed and completed.
2. \_\_\_\_\_ Addenda, if any, have been completed, signed and included in the bid package.
3. \_\_\_\_\_ **One (1) original** plus **Eight (8) copies** of the RFP have been provided.
4. \_\_\_\_\_ **Two (2) \*reproducible compact discs** of the RFP have been provided.
5. \_\_\_\_\_ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
6. \_\_\_\_\_ The completed *Criminal History Disclosure Form* as provided with this RFP.
7. \_\_\_\_\_ The completed *Participation Form* as provided with this RFP.
8. \_\_\_\_\_ The completed *Reference List* as provided with this RFP.
9. \_\_\_\_\_ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
10. \_\_\_\_\_ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No.	<u>208-5362</u>
Closing Date:	<u>July 9, 2015</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	<u>Radio Frequency Identification Software</u>

**Return Checklist with your RFP response.**

## APPENDIX A – BRANCH INFORMATION

Branch / Office	Size of Location (Square Ft)	2013-2014		
		Circulation	# Books Held	# Audio Visual Held
Auberry Branch **	5,024	77,321	24,861	2,967
Bear Mountain Branch**	7,510	41,886	19,578	2,737
Big Creek Branch	375	3,718	4,021	472
Biola Branch	1,008	4,648	1,623	275
Caruthers Branch**	6,050	33,893	17,009	1,707
Cedar Clinton Branch*	7,500	210,153	40,083	5,851
Clovis Regional Library*	8,627	514,358	79,940	11,315
Easton Branch	3,120	18,539	16,689	2,116
Fig Garden Regional Library*	10,218	400,152	61,715	10,230
Firebaugh Branch	1,581	23,304	9,083	1,119
Fowler Branch*	8,100	47,536	21,573	2,062
Fresno Central Library*	82,716	319,868	261,665	7,497
Gillis Branch*	6,263	242,037	36,222	6,869
Kerman Branch**	4,380	82,544	21,225	2,315
Kingsburg Branch**	4,500	90,447	29,403	3,791
Laton Branch	1,563	7,098	7,005	799
Mendota Branch*	12,576	23,030	21,527	1,919
Mosqueda Branch**	2,156	38,747	18,242	2,637
Orange Cove Branch*	10,000	47,423	19,167	1,831
Parlier Branch	3,778	17,204	17,324	1,962
Piedra Branch	1,800	4,852	4,033	1,152
Pinedale Branch	1,274	22,986	11,122	1,298
Politi Branch*	5,000	235,328	42,543	5,635
Reedley Branch*	5,000	129,077	28,724	3,863
Riverdale Branch	2,190	23,275	16,2235	1,276
San Joaquin Branch	2,996	26,469	12,631	1,450
Sanger Branch*	8,994	126,409	36,817	3,430
Selma Branch**	7,272	102,079	30,564	3,070
Senior Resource Center	795	10,940	4,167	1,164
Shaver Lake Branch	1,000	4,197	4,761	980
Sunnyside Regional Library*	11,653	245,271	52,087	6,358
Teague Branch	700	69	462	191
Tranquillity Branch*	3,400	9,434	7,875	824
West Fresno Branch*	7,000	58,788	19,818	2,376
Woodward Park Regional Library*	22,050	597,856	87,801	10,632
Literacy Services Center	1,170	Special Services		
Talking Book Library	2,640	Special Services		

\*Location already using RFID self check / security

\*\*Location using barcode-only self check. No RFID or security.