DES MOINES PUBLIC LIBRARY: REQUEST FOR PROPOSAL
RFID System for Circulation, Self-Checkout and Collection Security

Date Due: November 13, 2017

For purposes of this Request for Proposal, including Attachments 1 and 2, the terms "Library" or "DMPL" mean the Des Moines Public Library. The terms "Proposer", "Respondent", or "Vendor" mean the company responding in writing to this Request for Proposal. The term "City" means the City of Des Moines, Iowa.

Scope

Des Moines Public Library (DMPL) requests a proposal for the supply, installation, and training for a new Radio Frequency Identification (RFID) system, which shall work in conjunction with the Library's integrated library system, Horizon (SirsiDynix).

Des Moines Public Library has used RFID technology for materials circulation and security since 2006. In 2017, the Library feels the need to upgrade to the new security standards and to increase patron and staff usability. To that end, we seek:

1. Upgrades to existing RFID pads, staff workstations and self-checkout stations;
2. Intuitive, customizable and responsive self-checkout stations that maximize self-check usage by the public;
3. Integrated payment using chip and PIN credit/debit cards;
4. Upgraded tags to current data models with no retagging requirement;
5. Upgraded security gates, including data connections to return barcode information and door counts;
6. An alternative to current media cases to decrease staff intervention;
7. A comprehensive management software program to manage the system centrally.

This project will involve all six buildings of the Des Moines Public Library. Currently we maintain a self-checkout rate of between 16% and 56% depending on building. We would like to raise this by a minimum of 20%.

This project does not include self-check-in or automated materials handling. No tagging or retagging is planned for this project, or as a result of this project.

Scope: Planned Purchases

	Central	East	Forest	Franklin	North	South	Tech Serv	Total
Clear-Vu One-Time CD cases							3,300	
Clear-Vu One-Time DVD cases							31,000	
Media Un/locker for self-checks	6	2	1	5	1	2		17
Self-checkout – free-standing kiosk	1	0	1	1	0	0		3
Self-checkout – Desktop/table mounted	5	2	0	4	1	2		14
Payment Station: credit/debit Chip & PIN	6	2	1	4	1	2		16
Staff station (pads for check-in, check-out)	7	4	3	6	3	3	1	27
Staff Station Un/Locker	7	4	3	6	3	3	1	27
Staff station countertop material	Corian	Wood, laminate	granite, laminate	laminate	Wood, laminate	laminate	laminate	
RFID security gates	8	3	2	6	3	3		25
Handheld shelf management device	1	1	1	1	1	1		6
Administrative software (Centralized)	☑	☑	☑	☑	☑	☑		

Scope: Project Assumptions

The following specifications are assumed for this project. Please respond or clarify in full if any of the following are in question.

- All components in the solution must be ADA-compliant

- All components must work seamlessly with SirsiDynix' Horizon system, version 7.5.4 or above

- All components must work seamlessly with Microsoft Windows 7 at a minimum, with a preference of Windows 10 compatibility

- Any credit/debit card payment system must work with the Elavon payment processor

- Any credit/debit card payment system must be deemed PCI compliant by the PCI Security Standards Council

- Any credit/debit card payment system must read MasterCard BIN 5 numbers

- The proposed system must read the RFID data type currently used on items in the Library's collection. (Proprietary 3M Data Model 4) No retagging or reformatting required.

- The proposed system must be completely in production. Any components in beta testing must be noted in the proposal.

- No credit card information shall be stored on City or Library systems.

CIRCULATION	Systemwide	Central	East	Forest	Franklin	North	South
Total Annual Circulation	1,272,434	382,393	134,096	65,725	434,041	80,863	175,316
Adult Circulation	817,922	258,131	94,189	32,334	268,967	57,125	107,176
Children's Circulation	454,512	124,262	39,907	33,391	165,074	23,738	68,140
Print Circulation	980,377	285,676	102,134	50,632	341,896	59,474	140,565
AV Circulation	291,891	96,665	31,962	15,093	92,145	21,365	34,751
ITEMS	Systemwide	Central	East	Forest	Franklin	North	South
Print	380,581	130,965	35,131	28,463	99,407	33,795	52,820
DVDs	30,279	7,802	4,611	3,364	7,128	3,293	4,081
Audiobooks	12,341	3,121	1,783	605	3,860	1,163	1,809
CDs	43,734	13,711	3,596	3,410	12,614	3,608	6,795
CHECKOUT DESK Statistics	Systemwide	Central	East	Forest	Franklin	North	South
Annual Checkout performed by Staff	730,269	226,180	101,831	55,114	217,810	52,133	77,221
Current Staff Checkout Percentage	57%	59%	76%	84%	50%	64%	44%
Checkout staff hours annually	16,012	4,110	2,164	2,164	3,246	2,164	2,164
Checkouts Per Hour / Annually	46	55	47	25	67	24	36
Number of Clerks at Circ Desk		1.5	1	1	1.5	1	1
SELFCHECK Statistics	Systemwide	Central	East	Forest	Franklin	North	South
Annual Checkout performed by Customers	542,165	156,213	32,285	10,611	216,231	28,730	98,095
Current Self-Check Percentage	43%	41%	24%	16%	50%	36%	56%
COMPUTERS and GATES	Systemwide	Central	East	Forest	Franklin	North	South
Number of self-checks	16	5	2	1	5	1	2
Number of circ workstations (checkin and checkout)	26	7	4	3	6	3	3
Number of tech services workstations	1						
Number of gates		2 sets of 4	1 set of 3	1 set of 2	2 sets of 3	1 set of 3	1 set of 3
HOURS	Systemwide	Central	East	Forest	Franklin	North	South
Hours open per week	270	55	43	43	43	43	43

Required Proposal Format and Contents

Section 1 - Summary
A summary of the proposal for the DMPL RFID system, including a brief description of the scope of the project. Identify any particularly challenging aspects of the project or issues of which to be aware. Address Project Scope and Project Assumptions from pages 1-3.

Section 2 - Respondent Expertise and Viability
A description of the Proposer's experience working with libraries, cities and projects of similar size. Description of legal and financial viability, including:
- Details of any anticipated sale, acquisition, or merger;
- Details of any litigation instigated against the Proposer or cancellation of contract for non-performance of the Proposer in the past five years;
- Details of any litigation with another Vendor, supplier, or manufacturer in the industry, government agency or public library;
- Demonstrable financial viability.

Section 3 - Proposed Work Plan
Detailed descriptions of the planned approach that would be taken by the Proposer addressing the functionality requirements. Address each item in the Statement of Work, Attachment 1.

Section 4 - Proposed Implementation and Training Plan
A comprehensive project implementation plan, including personnel and timeline. Include information on training materials, approach and schedule. Plan for Circulation Staff training in all six libraries, and training for system administrators. List all documentation that will be provided to DMPL.

Section 5 – Proposed Maintenance Plan
Details on service and support and continued maintenance over the life of the system:
- Hours and methods of contact to technical support;
- Guaranteed response times for both remote and on-site support;
- Locations of support technicians;
- First year costs, if any, and five subsequent years' costs;
- Any sub-contractors with which the Vendor works;
- Any warrantees and/or guarantees for the system and/or support and service;
- System update and upgrade policy;
- Turnaround time required by Vendor to acquire replacement parts;
- Sample maintenance, peripherals, and support agreements.

Section 6 - Cost
A comprehensive and detailed budget listing all costs and reimbursable fees to be paid to Proposer. Include costs for training, if any, and break down the chart below further as

necessary. Media security and unlockers are discussed in Attachment 1. Cases are listed here for purchase if the Proposer's company can provide them. If not, simply indicate.

Description	Quantity	Unit Price	Extended	Manufacturer
OneTime CD Cases (1-disc)	2900			ClearVu
OneTime CD Cases (2-disc)	250			ClearVu
OneTime CD Cases (3-disc)	60			ClearVu
OneTime CD Cases (4-disc)	40			ClearVu
OneTime CD Cases (5-disc)	10			ClearVu
OneTime CD Cases (6-disc)	10			ClearVu
OneTime DVD Cases (1-disc)	23500			ClearVu
OneTime DVD Cases (2-disc)	3200			ClearVu
OneTime DVD Cases (3-disc)	1700			ClearVu
OneTime DVD Cases (4-disc)	1300			ClearVu
OneTime DVD Cases (5-disc)	800			ClearVu
OneTime DVD Cases (6-disc)	600			ClearVu
Media full size tags	10000			X-Range
Media Unlocker				
Staff Circulation Station Hardware				
Staff Technical Services Hardware				
Self Checkout Countertop Hardware				
Self Checkout Kiosk Hardware				
Portable Inventory System				
Security Gates				
Self Checkout Software				
RFID Software				
Gate Alert Software				
Administration Software				
Remote Control Software				
Staff Software				
Inventory Software				
Encoding Services				
Installation				
Training				
Freight				
Annual Maintenance Costs				
___Year 1				
___Year 2				
___Year 3				
___Year 4				
___Year 5				
TOTAL				

Section 7 – Guarantees and Warranties

Proposer shall provide details of all guarantees and warranties that accompany the proposal.

- At a minimum, Proposer must warrant that the solution will meet/exceed performance and reliability standards included in the RFP response, for the entire period the solution is maintained by the Vendor.

Section 8 – City of Des Moines Network and Computing Environment

Proposer is directed to Attachment 4. Provide details of support, dates of support or issues with support of the necessary elements in the City of Des Moines Network and Computing Environment.

Section 9 - Insurance

All Proposers must include completed Proof of Insurance as explained in Attachment 3, Section I.

Section 10 - Contact Information

Name, title, address, telephone number, and email address of

- Signatory of the RFP
- Signatory of responder to any questions relating to the proposal
- Signatory of negotiator of any ensuing contract
- Signatory of any ensuing contract
- Proposed team lead of project implementation

Section 11 - References

Provide contact names, titles, library names, telephone numbers and email addresses for three references of projects of similar type, size and scope in public libraries.

Section 12 - Dates of valid proposal

Indicate the final valid date of the proposal and costs. This must be at least 180 days.

General Conditions

Schedule

RFP Issuance	September 29, 2017
Intent to respond due	October 13, 2017 @ 3:00 PM, CDT
Deadline for Clarification Questions	October 20, 2017 @ 3:00 PM, CDT
Response to RFP Clarification Questions	October 27, 2017 @ 3:00 PM, CDT
Proposals Due	November 13, 2017 @ 11:30 AM, CST
Board Approval of Selected Company	December 2017
Contract Negotiation	December 2017
Library Board Signature of Contract	January 2018
Project Implementation	February-May 2018

Intention to Respond
The Proposer is asked to indicate the intent to respond to this RFP as early as possible by sending an email to Dawn Work-MaKinne, Virtual Library Supervisor, at deworkmakinne@dmpl.org. Submitting an Intention to Submit Proposal by October 13, 2017, 3:00 PM CDT is a mandatory condition to submit a proposal and to ensure receipt of written responses to Proposers' questions and amendments to the RFP.

Questions
Any clarifications to the RFP, questions regarding the Des Moines Public Library or requests for information about the Library or RFP are to be submitted electronically, until October 20, 2017 @ 3:00 PM, CDT, to: Dawn Work-MaKinne at deworkmakinne@dmpl.org. All questions and replies will be made available to all identified respondents who have submitted an Intention to Submit Proposal. Please include the phrase "RFID RFP" in the subject line.

Official responses to clarifications and questions about the library or request for library information shall only be released through Dawn Work-MaKinne, Supervising Librarian, for the purposes of this RFP. Clarification, answers to questions, or information derived from other library staff members, Board of Trustee Members, or sources other than Dawn Work-MaKinne shall not be considered official record and is to be used by the Proposer at their own risk. Telephone and USPS mailed inquiries will not be addressed and will not be deemed official responses by the Des Moines Public Library.

Submitted Proposals
Proposers must respond to the RFP electronically. Responses must be received by November 13, 2017 @ 11:30 AM, CST to: Dawn E. Work-MaKinne deworkmakinne@dmpl.org

In addition, seven (7) hard-copy proposals are required. These must be received by November 13, 2017 @ 11:30 AM, CST, addressed to:
Dawn E. Work-MaKinne
Des Moines Public Library Central Library
1000 Grand Avenue
Des Moines, IA 50309

Reference Checks, Information from Other Sources, Proposal Clarification
The Des Moines Public Library reserves the right to contact any reference to assist in the evaluation of the proposal, to verify information contained in the proposal, and to discuss the Proposer's qualifications.

The Des Moines Public Library reserves the right to obtain and consider information from other sources concerning Proposer, such as the Proposer's capability and performance under other contracts.

The Des Moines Public Library reserves the right to contact a Proposer, after submission of proposals, for the purpose of clarifying a proposal to ensure mutual understanding.

Evaluation and Selection
In evaluating proposals, cost of service will not be the sole factor. The Evaluation and Selection committee will consider many factors. Please see Attachment 2, Selection Criteria.

Notification
Upon completion of the evaluation process, one Proposer will be selected. Respondents not selected will be notified, electronically and by letter, of the decision.

Reservation of Rights
This RFP does not commit the Des Moines Public Library to award a contract or pay any costs incurred by any Vendor, Proposer, consultant, or company in the preparation and submittal of a proposal to meet the RFP.

The Des Moines Public Library reserves the right to cancel the project at any time prior to the execution of the contract by the Library and the selected respondent. The Des Moines Public Library reserves the right to waive or reject any and all proposals and to waive any irregularities or technicalities in proposals received whenever such rejection or waiver is in the best interest of the Library. The Library reserves the right to reject any proposal from a Proposer that investigation shows is not in a position to perform the contract.

The Library reserves the right to reject the offer of a proposal from a Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or whom investigation shows is not in a position or officially trained to perform the contract.

In addition, the DMPL reserves the right to:
1. Reject all proposals received in response to this RFP.
2. Waive or modify any irregularities in proposals.
3. Use any ideas submitted in proposals, except for those which are protected by an enforceable patent or other proprietary right and such idea is identified as protected by patent or other proprietary right and identified as confidential.
4. In the event of unsuccessful contract negotiations or contract termination, the Library reserves the right to enter into contract negotiations with other qualified providers that submitted acceptable proposals.

Contract Requirements

Form of Contract
Mutually negotiated agreement, which will include the requirements and terms of this RFP, including without limitation the insurance and indemnification terms in Attachment 3 and the selected Proposer's proposal.

Insurance (see Attachment 3)
Selected Proposer shall provide the Des Moines Public Library with certificates of insurance verifying adequate commercial general liability of insurance, automobile liability insurance, and workers' compensation coverage per the State of Iowa requirements.

Rights to Develop Materials
The negotiated contract will provide that any material designed specifically to meet the Des Moines Public Library's project and needs, or any modifications to existing materials for the project will become the property of the Des Moines Public Library over which it shall have exclusive property rights.

Iowa Code
The selected consultant shall possess any necessary licenses and have the ability to work in the State of Iowa.

ATTACHMENT 1
STATEMENT OF WORK

Level 1 (Must-Have Priority)

A mixture of kiosk and desktop/tabletop self-check units, as numerated in the chart provided on page 2	Describe in full the features of your kiosk and desktop/tabletop self-check units, especially if the features differ on the two models. Provide measurements and illustrations of the available options. Describe the placement of the receipt printer, and how the paper is changed. Does the unit provide a choice of how to receive receipts (printed, emailed or no receipt)? Describe how much space is available for setting additional items down during checkout. Mention if an item barcode reader can function concurrently with an item RFID reader. Let us know if the hardware and software are upgradeable to Windows 10. If the screens are not touch-screen, please explain. Describe any audible signals and if they can be customized.
Credit/Debit card payment	Describe your self-checks' integration with a credit/debit card payment solution. Each self-check should be fitted with credit/debit card payment unit. How is the solution mounted on or integrated with either a kiosk or desktop/tabletop unit? As mentioned in Scope on page 2, payment system must work with Elavon payment processor, must be MasterCard BIN compliant, and fully PCI compliant. Please describe whatever network connectivity or other system requirements are necessary for this to be functional. Indicate whether the self-pay solutions are Apple- or Android-Pay compatible.
Security gates	The Library will be replacing all security gates in the system with Feig gates or similar. Fully describe the gates offered, proposed gate separation and other necessary specs. Provide measurements and illustrations of the proposed solution. Describe data offerings such as bidirectional door counts and lost barcode identification, as well as any other statistics gathered. Describe any software or hardware alerts provided by the gates, including reasons why gates are alarming.
Data and power requirements, system security	Describe in full all points at which data lines and power must be run (each set of gates, each self-check, pad readers, etc.) Describe system security where notable (any data run over the Internet or not run directly over the local network). Fully explain the data connection options available (wireless, hard wired, wireless over power line). Describe the site preparation that the Library should plan.
Circulation desk system reader replacement	See the chart in the Scope on page 2. The Circulation Desk system pads must function when positioned under currently installed Library desks, made of granite, wood and laminate tops as noted. Describe the ability of your system pads to work with various countertop materials.

Securing media	The Library prefers to secure its new CDs (3,300) and all DVDs (31,000) with Clear-Vu One-Time cases and a media unlocker. Describe how the checkout and unlocking would work with your system, and how the unlockers are integrated with the kiosk and desktop/tabletop models. Give us a complete description of the kiosk and desktop/tabletop models with all peripherals: receipt printers, credit/debit card swipes and media unlockers. Include illustrations if possible.
Automatic staff check-in / check-out focus	Our legacy software (3M desktop Workstation) requires an on-screen pop-up box to manually change the focus between check-in and check-out for setting or disarming the security. We require a new system that automatically determines whether Horizon is in the check-out or check-in mode, and sets the security accordingly. Please describe how your system works.
Management and Reporting Software	We require a centralized system management and reporting software. Please describe the features of your system. Can you report on the entire system, all six buildings? Is your product web-based or PC-installed? Can you monitor system status (offline, paper needed, patron assistance needed?) Can different staff members have different levels of access to this software? What statistics can be gathered? What can be customized, in terms of system, screens, buttons, receipts, etc.?
Read patron barcode from device screen	Describe your self-checks' capability to read patron barcodes from device screens, such as smart phones or tablets.

Level 2 (Secondary Priority)

Multiple item checkout	Describe how many print items and AV items can be checked out at once, both on kiosk and desktop/tabletop self-check machines and at the staff station pad readers. Describe any visual cues to aid the user regarding how many items to check out at once, and any visual and auditory feedback regarding check out success.
Language options on self-check machines	Describe the language options on the self-check machines. Mention if there are any differences between the kiosk and desktop/tabletop models. Are the receipts printed in the chosen language? If a user chooses a language, is it for that session only? Our preferred secondary languages are Spanish and Vietnamese.
Self-check additional features	Describe additional features offered on your self-check machines like ability to search the Horizon catalog, to place holds, to get reading suggestions, to see Library events, to post graphics, or other. Are these features available on both the kiosk and the desktop/tabletop models?

Reformat data model	Our current tags are programmed with an outdated data model. Describe how your system might reprogram and update the data model "on the fly".
Offline circulation	What are the options for continuing use of self-check during times the connection to Horizon may be unavailable?
Platform server or SIP Connection	The Library has a strong preference for a direct connection of self-checks to the ILS via SIP rather than the integration of an additional platform server. Please describe your setup.

Level 3 (Lowest Priority)

Coin and Bill Pay	Please describe your coin and bill pay options and how they integrate with both kiosk self-check and desktop/tabletop machines.
Retagging for larger tags	Please add your advice about retagging (or going forward with new materials) CDs and DVDs with full disc overlay tags rather than the "doughnut" tags currently used. Also, please give advice on switching to 2 x 3 book tags rather than 2 x 2 book tags.
Digital Library Assistant	Include a full description of any Digital Library Assistant ("wand") and how it works with your system.
Dual-Sided Monitors or Staff Assistance at Self-Check	Describe any solution you may have for a self-check setup that involves a staff-side monitor on the back side of the self-check monitor. We would also be interested in hardware that hinges or swivels the monitor, or software that mirrors the screen. Finally, we are interested in features that notify or call staff members to assist at self-checks (a staff prompt.)
Integration with Print Management product	Ideally, our self-checks could integrate with our Envisionware print management solution, and work as a print release station. Detail whether this is possible.

ATTACHMENT 2
SELECTION CRITERIA

The RFID Staff Team established by DMPL for this project will evaluate each proposal in accordance with the following criteria to identify the Proposer best qualified to meet the Library's needs on this project. The Library reserves the right to request additional direct questions, group questions, or interviews of any, all, or none of the Proposers. Proposers submitting responses will be evaluated according to the following criteria:

Description	Maximum Points
Quality and Thoroughness of Proposal. Detailed descriptions concerning how to meet each Level 1 requirement in the Statement of Work (Attachment 1, p. 10). Relationship with ILS provider.	30
Summary of proposal and scope of project. Adherence to Proposal Format and Contents. Experience with similar projects, qualifications, Vendor reputation and financial stability.	15
References	20
Costs. Indicate clearly which Statement of Work items, support and maintenance are covered in the costs. Include all costs and fees for the system's 5-year cost.	20
Quality and Thoroughness of Proposal. Descriptions concerning how to meet each Level 2 requirement in the Statement of Work (Attachment 1, p. 11).	10
Quality and Thoroughness of Proposal. Descriptions concerning how to meet each Level 3 requirement in the Statement of Work (Attachment 1, p. 12).	5
TOTAL POINTS	100

Proposers taking part in additional direct questions, group questions, or interviews will be evaluated according to the following criteria:

Description	Maximum Points
Demonstration of Knowledge, Experience and Communication Skills. Training abilities. Vendor viability and project plan and scope.	30
Explanation of Entire Proposal, including Completeness of descriptions of Statement of Work Levels 1, 2 and 3 (Attachment 1). Depth of	45

expression, clear consideration of options and why selected elements have been proposed.	
Costs. Explicate further how the Statement of Work items are covered in the costs. Includes all costs and fees for the system's 5-year cost.	25
TOTAL POINTS	100

ATTACHMENT 3

**LIBRARY STANDARD PROFESSIONAL SERVICES – MAJOR
INSURANCE & INDEMNIFICATION REQUIREMENTS**

For purposes of this Attachment and all provision included herein, the term "Consultant" means and includes the Consultant, its officers, agents, employees, subcontractors, subconsultants and others under the control of Consultant.   The term "LIBRARY" means the Board of Trustees of the Des Moines Public Library. The term "CITY" means the City of Des Moines, Iowa. The terms LIBRARY and CITY include their elected and appointed officials, and their agents, employees and volunteers.

1.   **GENERAL**

The Consultant shall purchase and maintain insurance to protect the (1) Consultant, (2) the Board of Trustees of the Des Moines Public Library (LIBRARY) and (3) the City of Des Moines, Iowa (CITY) throughout the duration of the Agreement. Said insurance shall be provided by an insurance company(ies), "admitted" and "nonadmitted" to do business in the State of Iowa, having no less than an A. M. Best Rating of "B+." All policies, except professional liability, shall be written on a per occurrence basis, not a claims-made basis, and in form and amounts and with companies satisfactory to the LIBRARY and CITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the LIBRARY and CITY prior to Agreement execution or commencement of work and/or services.

2.   **INSURANCE REQUIREMENTS**

A.   WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The Consultant shall procure and maintain, during the life of this Agreement, Worker's Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Iowa. The coverage limits shall include $500,000 each accident for Bodily Injury by Accident, $500,000 each employee for Bodily Injury by Disease, and $500,000 policy limit for Bodily Injury by Disease. ***Waiver of Subrogation in favor of the LIBRARY and CITY is required.***

B.   COMMERCIAL GENERAL LIABILITY INSURANCE: The Consultant shall procure and maintain, during the life of this Agreement, Commercial General Liability insurance on a per occurrence basis with limits of liability not less than $1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and

Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). ***Waiver of Subrogation in favor of the LIBRARY and CITY is required.***

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001 including standard exclusions or a non-ISO equivalent form). Any additional exclusions shall be submitted with the Certificate of Insurance and shall be subject to the review and approval of the LIBRARY and CITY.

C.   AUTOMOBILE LIABILITY INSURANCE: The Consultant shall procure and maintain, during the life of this Agreement, Automobile Liability Insurance with limits of liability of not less than $1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. If the Consultant's business does not own any vehicles, coverage is required on non-owned and hired vehicles. Policy shall include Contractual Liability coverage. ***Waiver of Subrogation in favor of the LIBRARY and CITY is required.***

D.   UMBRELLA/EXCESS INSURANCE: The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis. If the Umbrella/Excess Insurance policy does not follow the form of the primary policy(ies), it shall include the same endorsements as required of the primary policy(ies).

E.   PROFESSIONAL LIABILITY INSURANCE: The Consultant shall procure and maintain, during the life of this Agreement, Professional Errors and Omissions Insurance with limits not less than $1,000,000 per claim and in the aggregate. Coverage shall be tailored to and shall cover the unique cyber-environment associated with website design and allowing for visitor interaction through a website. The Consultant will notify the LIBRARY and CITY if claims made erode the Policy Limits below those required above.

F.   ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY: The General Liability Insurance policy specified in paragraph B above shall include the LIBRARY/CITY Additional Insured Endorsement and Governmental Immunities Endorsement. Copies of these endorsements are attached.

G.   CANCELLATION & MATERIAL CHANGES: The insurance policies providing the coverages specified in paragraphs B, C, D and E above shall include the LIBRARY/CITY Cancellation and Material Changes Endorsement or its equivalent. A copy of this endorsement is attached.

H.   AGENTS, SUBCONSULTANTS AND SUBCONTRACTORS: The Consultant shall require that any of its agents, subconsultants and subcontractors who perform work and/or

services on behalf of the Consultant to purchase and maintain the same types of insurance as are required of the Consultant.

I.   PROOF OF INSURANCE: The Consultant shall provide to the LIBRARY and CITY a Certificate(s) of Insurance evidencing all required insurance coverage as provided in paragraphs A through G above and J below utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify (1) the title of the contract or agreement and (2) the RFP or Contract Number under "Description of Operations/Locations/Vehicle/Special Items". Copies of compliant Additional Insured, Governmental Immunities, and Cancellation and Material Change endorsements shall be submitted with the Certificate(s) of Insurance so as to evidence their inclusion in the coverages required. ***Include Certificates with Proposal Response. If necessary, mail Certificates of Insurance to: Dawn E. Work-MaKinne, Des Moines Public Library, 1000 Grand Avenue, Des Moines, IA 50309.***

J.   WAIVER OF SUBROGATION: To the fullest extent permitted by law, Consultant hereby releases the LIBRARY and CITY, including their respective elected and appointed officials, agents, employees and volunteers and others working on their behalf from and against any and all liability or responsibility to the Consultant or anyone claiming through or under the Consultant by way of subrogation or otherwise, for any loss without regard to the fault of the LIBRARY or CITY or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The Consultant's policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the Consultant to recover thereunder.

3.   **INDEMNIFICATION REQUIREMENTS**

For other than professional services rendered, to the fullest extent permitted by law, Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the LIBRARY and CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including, but not limited to, attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the LIBRARY or CITY by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Consultant's work, except to the extent caused by or resulting from the negligent act or omission of the LIBRARY or CITY or the LIBRARY'S or CITY'S employees', agents or others for whom the LIBRARY or CITY is responsible.

For professional services rendered, to the fullest extent permitted by law, Consultant agrees to pay on behalf of, indemnify, and hold harmless the LIBRARY and CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including, but not limited to, attorneys' fees and court costs and economic

damages that may be recovered from or suffered by the LIBRARY and/or CITY that arise out of any negligent act, error or omission of the Consultant, except to the extent caused by or resulting from the negligent act or omission of the LIBRARY or CITY or the LIBRARY'S or CITY'S employees, agents or others for whom the LIBRARY or CITY is responsible.

Consultant's obligation to indemnify the LIBRARY and CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The LIBRARY and CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Consultant arising out of or in any way connected or associated with Consultant's work, except to the extent caused by or resulting from the negligent act or omission of the LIBRARY or CITY or the LIBRARY'S or CITY'S employees, agents or others for whom the LIBRARY or CITY is responsible.

Consultant expressly assumes responsibility for any and all damage caused to LIBRARY or CITY property arising out of or in any way connected or associated with Consultant's work

Consultant shall ensure that its activities on LIBRARY and/or CITY property will be performed and supervised by adequately trained and qualified personnel, and Consultant will observe all applicable safety rules.

4.   ENDORSEMENTS

All endorsements required for the work shall be attached to the appropriate Certificate or Certificates of Insurance and shall be, on the face thereof, listed by name.

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**BOARD OF TRUSTEES OF THE DES MOINES PUBLIC LIBRARY
and CITY OF DES MOINES, IOWA
ENDORSEMENTS**

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

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Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Written Notification of Cancellation due to non-payment of premium and forty-five (45) days Advance Written Notification of Non-Renewal shall be sent to: *Dawn E. Work-MaKinne, Des Moines Public Library, 1000 Grand Avenue, Des Moines, IA 50309.* This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

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ADDITIONAL INSURED ENDORSEMENT

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The Board of Trustees of the Des Moines Public Library and the City of Des Moines, Iowa,, including all their respective elected and appointed officials, employees and volunteers, boards, commissions and/or authorities and their boards' members, employees, and volunteers, are included as Additional Insureds with respect to liability arising out of the Consultant's work and services performed for the Board of Trustees of the Des Moines Public Library. This coverage shall be primary to the Additional Insureds', and not contributing with any other insurance or similar protection available to the Additional Insureds', whether other available coverage be primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when _including_ CITY as Additional Insured)

1.   Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the Board of Trustees of the Des Moines Public Library and City of Des Moines, Iowa, as Additional Insureds does not waive any of the defenses of governmental immunity available to the Board of Trustees of the Des Moines Public Library or City of Des Moines, Iowa, under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2.   Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3.   Assertion of Government Immunity. The Board of Trustees of the Des Moines Public Library or City of Des Moines, Iowa, shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the Board of Trustees of the Des Moines Public Library or City of Des Moines, Iowa.

4.   Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the Board of Trustees of the Des Moines Public Library or City of Des Moines, Iowa, under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Board of Trustees of the Des Moines Public Library or City of Des Moines, Iowa.

5.   No Other Change in Policy. The insurance carrier, the Board of Trustees of the Des Moines Public Library and the City of Des Moines, Iowa, agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CITY OF DES MOINES NETWORK AND COMPUTING ENVIRONMENT

Server Operating System Standard

Windows Server 2016

Storage Environment

3Par and HP EVA

Web Browser Standard

Internet Explorer 11/Edge

Backup Solution

HP Data Protector

Business application environment

Microsoft Office 365

Desktop hardware

Hewlett Packard

Desktop Operating System

Windows 7 Enterprise moving to Windows 10 Enterprise

E-mail System

Hybrid. Microsoft Exchange Online (Office 365) + on-premises Microsoft Exchange
Server Enterprise

Firewall

Cisco 5525 NGFW

Relational databases

MS SQL Server 2016

Report Writer

Microsoft SQL Server Reporting Services (SSRS)

Server Hardware

HPE (Hewlett Packard Enterprise)

Server virtualization

VMWare 6.0

User authentication

Microsoft Active Directory 2012

Virus Scanning software

Microsoft System Center Endpoint Protection